1. ENTIRE CONTRACT
These Conditions of Sale will constitute the sole and exclusive conditions of sale regarding all equipment, materials, labor and services (hereinafter collectively referred to as “Products”) sold to Buyer. Acceptance of Buyer’s order by Red Valve is expressly made conditional upon Buyer’s acceptance of these Conditions of Sale, whether such acceptance is by written acknowledgment or by conduct of Buyer that recognizes the existence of a contract, including Buyer’s receipt of any Product. These Conditions of Sale constitute notification of Red Valve’s objection to and rejection of any other terms and conditions, whether contained in Buyer’s purchase order, bid documents or in any other writing, that are different from, inconsistent with, or additional to the Conditions of Sale set forth herein. Stenographic and clerical errors may be corrected by Red Valve.

2. PRICES; PAYMENT
All orders are subject to Red Valve credit department approval. If in Red Valve’s judgment the credit of Buyer becomes impaired, Red Valve at its sole option, may suspend production, shipment or delivery and/or request that Buyer provide such guarantees and/or security as Red Valve, in its sole discretion, may require. Buyer agrees that Red Valve may, at its option, at any time in writing, require Buyer to provide such guarantees and/or security and/or threaten suspension of production, shipment or delivery, and in addition to all other remedies available to it, may revise the credit terms offered to Buyer or terminate this contract. Unless otherwise specified, terms of payment are net thirty (30) days from the date of invoice. This is the essence and all delinquent amounts will accrue interest at 1-1/2% per month or the maximum rate permitted by law, whichever is less.

3. TAXES
To the extent legally permissible, unless Buyer provides a valid tax exemption certificate authorized by the appropriate taxing authority, all present and future taxes imposed by any federal, state, foreign or local authority on Red Valve or its contractors or suppliers may be charged by Buyer, in addition to the price of the equipment, as a result of warranty work. Red Valve will not be liable in contract, in tort (including but not limited to NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO VALVE assembly and use of the Products in complete accordance with Red Valve’s instructions and directions; the other party, whether regulatory or contractual, or to assume any responsibility whatsoever for the correctness of structural or system designs prepared by others. Red Valve has the option of retaining the return of the defective Products to its factory, with transportation charges prepaid, to establish the claim. Red Valve’s liability will be limited to the repair or replacement of the defective product. Red Valve will not assume costs incurred to remove or install defective Products nor will we incur back charges or liquidated damages as a result of warranty work. Red Valve does not guarantee resistance to corrosion, erosion, abrasion or other sources of failure, nor does Red Valve guarantee a minimum length of service. Failure of Buyer to give prompt written notice of any warranty claim under this contract upon its discovery, or use, and possession thereof after an attempt has been made and completed to remedy defects therein, or failure to return product or part for replacement as herein provided, or failure to install and operate said products and parts according to instructions furnished by Red Valve, or failure to pay entire contract price when due, will be a waiver by Buyer of all rights under the foregoing warranty.

4. LIMITATION OF LIABILITY
NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT TO THE CONTRARY, RED VALVE WILL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO, OR LOSS OF, OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFIT OR REVENUE, TIME LOST DUE TO DELAYS IN PRODUCTION, DELIVERY OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT (INCLUDING ADDITIONAL EXPENSES INCURRED IN USING EXISTING FACILITIES), CLAIMS OF CUSTOMERS OF BUYER, OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR EXPENSES, WHETHER DIRECT OR INDIRECT, WHATSOEVER. RED VALVE’S TOTAL LIABILITY, NO MATTER HOW ARISING, WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT(S) GIVING RISE TO THE CLAIM.

5. DEFAULT AND TERMINATION FOR CAUSE
In the event of a party’s: (a) actual or anticipated breach of or default of this contract, which has not been cured within thirty (30) days of written notice of such; (b) any actual or threatened bankruptcy, receivership, assignment for the benefit of creditors, liquidation, reorganization, insolvency, dissolution, or other financial or organizational instability; or (c) a party suspending, threatening to suspend, ceasing or threatening to cease to carry on any of a substantial part of its business; the other party has the right, in addition to any rights or remedies at law or in equity, to require appropriate assurances of performance, including a performance bond, letter of credit, or other type of guarantee. Should the defaulting party not do so, the non-defaulting party may immediately terminate this contract for cause by written notice without any costs of cancellation. Without limiting its other rights or remedies, Red Valve may suspend performance of, or terminate, this contract with immediate effect by giving written notice to the Buyer if the Buyer is making an assignment for the benefit of creditors, declaring itself unable to pay its debts, has been suspended for an aggregate of sixty (60) days, has been dissolved, or has been declared a corporation, partnership, limited liability company, limited partnership or other entity by the issuance of a certificate of dissolution, or by operation of law or otherwise. Red Valve shall have the option of charging the amount due under this contract on the due date for payment and, on termination of this contract for any reason, the Buyer will immediately pay Red Valve all outstanding unpaid invoices and interest. Termination of this contract will not affect any of the parties’ rights and remedies that have accrued as of termination, including the right to claim damages in respect of any breach of this contract that existed at or before the date of termination.

6. APPLICATION LAW
This contract, and the parties’ performance thereof, will be governed by the laws and exclusive jurisdiction of the Commonwealth of Pennsylvania without regard to the conflict of laws principles thereof. Each party irrevocably waives any objection that it may now or hereafter have to the laying of venue of any action or proceeding in any such court, and irrevocably submits to the jurisdiction thereof brought in any such action or proceeding and any inappropriate or inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention will not apply to or govern this contract or the performance under this contract or any aspect of any dispute arising from this contract.

7. COMPLIANCE LAW
The parties agree to perform their obligations under these terms and conditions in full compliance with all relevant laws, rules and regulations applicable in connection with the sale, shipment or use of the Products, including, but not limited to, the United States Federal Comptrol Practices Act, U.S. export control regulations, all other applicable export regulations, embargo regulations, data privacy, export control or anti-terror laws and any other applicable anti-corruption or anti-terrorism act.

8. PROPRIETARY INFORMATION
All specifications, drawings, data, manuals, designs, information, ideas, patterns, methods and inventions made, conceived, developed or generated by Red Valve incident to the procurement or performance of this contract ("Work Product") will vest in, inure to and be the sole property of Red Valve. Buyer will not copy, publish or otherwise disclose, in whole or in part, to others such Work Product without the express prior written permission of Red Valve. Each party will be responsible for all payments made by any purchaser of any products which are the Work Product other than for operation and maintenance of the Products or for any purpose other than as explicitly specified by Red Valve. The rights and obligations in this Section 12 will survive termination or expiration of this contract.

9. FORCE MAJEURE
Neither party will be liable for any delay in performance or delay or failure to deliver, in whole or in part, caused by but not limited to, fires, storms, floods, earthquakes, governmental regulation or direction, acts of the public enemy, war, rebellion, insurrection, riot, invasion, strikes, work stoppages or slowdowns, disaster, failure of supplies, labor shortage, delays in transportation however caused or, an act of God or catastrophe or other event or occurrence of any kind, whether natural or caused by man, which is beyond such party’s reasonable control. If such event or occurrence should occur, the affected party will have additional time within which to perform this contract and in the case of Red Valve, it will have the right to apportion its production. The impacted party will advise the other party of the occurrence of a force majeure event within fourteen days of its occurrence. If such event lasts for more than sixty (60) days, the unaffected party may, with written notice, terminate this contract without penalty.

10. MODIFICATION
No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify these conditions will be binding on Red Valve unless hereafter made in writing and signed by its authorized representative. Any clause required to be included in a contract of this type by any applicable law or administrative regulation having the effect of law will be deemed to be incorporated herein unless otherwise specifically excluded.

11. WAIVER; SEVERABILITY; SURVIVAL
Any waiver by Red Valve of any breach or default by Buyer of any of Buyer’s obligations under these Conditions of Sale, or any failure by Red Valve to enforce any rights arising under these Conditions of Sale, will not be construed as a waiver of any other breach or default by Buyer or of Red Valve’s right to enforce its rights in any other circumstances. If any portion of this contract is declared to be unenforceable by a court of competent jurisdiction, all other portions are considered to be valid and enforceable to the extent they are reasonably severable. Neither termination nor expiration of this contract for any reason will release either party from liabilities or obligations set forth herein which either: (a) the parties have expressly agreed will survive such termination or expiration; (b) remain to be performed; or (c) their nature would be intended to survive, including, but not limited to, confidentiality.

12. RELATIONSHIP OF THE PARTIES
Nothing herein contained shall be construed to create in either party any agency, authority, partnership, or joint venture relationship. Neither party shall be deemed to have any authority to bind the other except as specifically set forth herein.