



**Tube & Coil
Products, Inc.**

Toll Free: (800) 824-2664

www.JFDcoil.com

Fax: (203) 281-7368

JFD Terms and Conditions of Sale

Set forth below are the terms and conditions that shall be incorporated into and constitute part of the Order Acknowledgment between you (Buyer) and JFD Tube & Coil Products Inc. (JFD). These terms and conditions shall be binding upon Buyer unless otherwise stated in writing by an Officer of JFD. If there is a conflict between Buyer's terms and conditions and the articles contained herein, the articles set forth below shall control. Any questions regarding the information listed below should be directed to an officer of JFD.

Acceptance and Binding

All purchase orders are subject to acceptance by JFD, and JFD shall have no liability until and unless the order(s) have been accepted. Clerical errors are subject to correction. JFD will not be bound by any representations or warranties which are not expressly set forth in writing by an officer of JFD.

Terms of Payment and Credit Approval

Terms of payment shall be as stated in the Order Acknowledgment. In the event payment is not made promptly when due, the Buyer agrees to be responsible for all costs incurred by JFD to obtain payment, including but not limited to attorneys' fees, court costs, collection agency fees, etc.

Shipment of the products set forth in the Order Acknowledgment shall at all times be subject to the approval of JFD's credit department. JFD may at any time decline to make any shipment except upon receipt of payment or security, or upon terms and conditions satisfactory to JFD.

Prices and Taxes

All prices and quotations are valid for 30 days unless otherwise stated. Prices are quoted F.O.B. shipping point unless otherwise stated. Prices set forth in the Order Acknowledgment are exclusive of all applicable taxes. Whenever applicable, any taxes will be added to the Invoice as a separate charge to be paid by the Buyer.

Assignment

Buyer shall not assign, subcontract, delegate, or transfer in any way the Order Acknowledgment, in whole or in part, with the prior written consent of an officer of JFD. Any such assignment, subcontract, delegation, or transfer without JFD's consent shall be void. Buyer shall not be relieved of any of its obligations under the Order Acknowledgment notwithstanding any such written consent by JFD.

Shipment

Shipping dates on the Order Acknowledgment are approximate, and may depend upon prompt receipt of drawing and data approval from Buyer. JFD shall have no liability for delays in delivery unless a guaranteed ship date applies. In the event a guaranteed ship date is delayed, terms of payment and invoice amounts shall be negotiated between JFD and the Buyer. All shipments are made at Buyer's risk. Method of shipment are at JFD's discretion, unless Buyer supplies explicit instructions that are acceptable to JFD. If JFD is prepared to make shipment, and Buyer delays delivery without prior written consent from JFD, terms of payment shall apply as though delivery had been effected as of the date that JFD was prepared to make shipment.

Cancellation and Change Orders

Once an Order Acknowledgment has been issued, the order shall not be subject to cancellation unless cancellation charges are borne by Buyer for all work done by JFD, and for any obligations incurred by JFD associated with the order. Acceptance of change orders are subject to price renegotiation. Shipment schedule changes requested by Buyer are subject to renegotiation of price and terms of payment, at JFD's discretion.

Indemnity

All claims must be made in writing to JFD within ten (10) days after Buyer becomes aware of an incident.

Buyer agrees to hold JFD harmless from any and all liability, and to pay all costs and attorney's fees, for injury or damage to persons or property caused in any manner by material covered by the Order Acknowledgment while in the possession or under the control of the Buyer or Buyer's successor(s) in interest.

If a claim is based on information provided by Buyer or if the design for an item is specified in whole or in part by Buyer, Buyer shall defend and indemnify JFD for all costs, expenses or judgments resulting from any claim that such item infringes any patent, trademark, copyright, trade secret, or any similar right.

No actions arising out of the sale of material or products covered by the Order Acknowledgment, other than an action by JFD to recover the purchase price of such material or products, may be brought by either party more than two (2) years after the cause of action occurs.

Force Majeure

JFD shall not be liable for any delay in the execution of the Order Acknowledgment, or in the delivery or shipment of goods, or for any damages suffered by Buyer or its customers by reason of such delay, if such delay is, directly or indirectly caused by, or in any manner arises from: fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortages of labor, fuel, power, materials, or supplies, transportation delays, or any other cause beyond JFD's control.

J.F.D. Tube & Coil Products, Inc
PO Box 6309 / 7 Hamden Park Drive
Hamden, CT 06517

JFD Limited Warranty

General

Unless otherwise agreed upon in writing by an officer of JFD Tube & Coil Products, Inc. and the Buyer, the following paragraphs will be applicable.

Performance

The purchaser shall furnish JFD with all information necessary for a clear understanding of the product's requirements, including any special requirements. The purchaser shall be responsible for any information, dimensions, drawings, sketches, templates, and/or specifications given to JFD for fabrication purposes.

Limited Warranty

JFD warrants that upon shipment, the equipment or materials sold to Buyer shall be as stated in the Order Acknowledgment. JFD shall guarantee thermal performance and mechanical design of our heat transfer equipment or other fabrications when operated at the design conditions specified by the purchaser, or as shown on the specification sheet furnished by JFD, and shall be free from defects in materials and workmanship. This guarantee shall extend for a period of twelve (12) months after shipping date. JFD shall assume no responsibility for thermal performance where the thermal performance rating was made by others.

Defective Parts

JFD shall repair or replace, at its sole discretion - F.O.B. our facility in Hamden, CT., any part(s) proven to be defective due to our workmanship and/or materials, within the guarantee period. Finished materials and accessories purchased from other manufacturers, including tubes, are under warranty only to the extent of the original manufacturer's warranty to JFD Tube & Coil Products, Inc.

Consequential Damage

JFD shall not be responsible for any indirect or consequential damage.

Fouling, Corrosion & Vibration

JFD shall have no responsibility for excess fouling of any part(s) due to foreign substance contamination, such as coke, silt, scale or any foreign substance that may be deposited, or for the deterioration of any part(s) of the equipment due to corrosion, erosion, flow-induced vibration or any other causes after leaving JFD's premises, regardless of when such deterioration occurs.

Replacement & Spare Parts

When replacement or spare tube bundles, shells, or other parts are purchased, JFD guarantees satisfactory fit of such parts only if we were the original manufacturer. Parts fabricated to drawings furnished by the purchaser shall be guaranteed to meet the dimensions and tolerances specified.

Alterations & Back Charges

The purchaser shall not alter the products in any way without the express written consent of an Officer of JFD. Should the part be altered in anyway this guarantee shall be considered null and void. Unauthorized back-charges for repair, etc. of equipment manufactured by JFD Tube & Coil Products, Inc. will not be accepted unless the scope and method of the repair and the exact cost are pre-approved in writing by an Officer of JFD.

Limits of Liability

The liability of JFD Tube & Coil Products, Inc. with respect to the manufacture, sale, delivery, installation, repair, technical direction, or use of any equipment and/or services furnished shall not exceed the selling price of the equipment or part as to which such liability is asserted.

JFD Tube & Coil Products, Inc. shall not be liable for special, incidental, and/or consequential damages, including, but not limited to, damage to, or loss of, other property and/or equipment, loss of time, loss of profits or revenues, loss of use of other property or equipment, or claims of customers of the purchaser for interruption in the purchaser's or the purchaser's customer's operations. This limitation of liability is independent of any guarantee provisions and will apply regardless of what remedies the purchaser may be entitled to pursue.