

TERMS AND CONDITIONS



The sale of **SPIR STAR, Ltd.** ("**SPIR STAR**") products is governed by the following terms and conditions ("Terms"). All references to "Customer" mean the customer (including its subsidiaries and affiliates) whose name appears on **SPIR STAR's** credit application, sales order or acceptance, or invoice.

1. **Terms and Conditions of Sale:** All descriptions, quotations, proposals, offers, acknowledgments, acceptances and sales of **SPIR STAR's** products are subject to and shall be governed exclusively by these Terms, which shall constitute a contract between Customer and **SPIR STAR**. Any terms or conditions proposed by Customer that are in addition to, or inconsistent with those stated herein, are hereby rejected. No such additional different or inconsistent terms and conditions shall become part of the sale between Customer and **SPIR STAR** unless expressly accepted in advance, in writing, by an officer of **SPIR STAR**. **SPIR STAR's** acceptance of any offer to purchase by Customer is expressly conditioned upon Customer's assent to all the Terms stated herein. Acceptance of **SPIR STAR's** products by Customer shall, in any event, constitute assent to the Terms.
2. **Payment:** Payment shall be made by Customer net 30 days from the date of delivery of the products. Any claims by Customer for omissions or shortages in a shipment shall be deemed to be waived unless **SPIR STAR** receives notice thereof within 30 days after Customer's receipt of the shipment.
3. **Delivery:** Unless otherwise provided on the face of the order, as accepted, delivery shall be made F.O.B. **SPIR STAR's** facility. Regardless of the method of delivery, however, risk or loss shall pass to Customer upon **SPIR STAR's** delivery to a carrier. Any delivery dates shown are approximate and **SPIR STAR** shall have no liability for delays in delivery.
4. **Changes, Reschedules and Cancellations:** No change, rescheduling or cancellation of an order requested by Customer shall be valid unless accepted by **SPIR STAR** in writing. Acceptance of any such requested change, rescheduling or cancellation shall be upon such terms and conditions as **SPIR STAR** requires.
5. **Force Majeure:** **SPIR STAR** does not assume the risk of, and shall not be liable for, delay or failure to perform any of **SPIR STAR's** obligations by reason of circumstances beyond the reasonable control of **SPIR STAR**. Such circumstances include, but are limited to: accidents; acts of God; strikes or other labor disputes; acts, laws, rules, or regulations of any governmental or quasi-governmental agency; fires, floods, war or acts of terrorism; delays or failures in delivery of carriers or suppliers; or shortages of materials.
6. **Documents and Notices:** All documents passing between **SPIR STAR** and customer may be delivered according to the rules set forth below. Documents include, but are not limited to, the following: offers, acceptances, orders, invoices, statements, notices, letters, shop drawings, specifications, and change orders. Any Document required or permitted to be delivered shall be in writing and may be delivered: (a) personally; or (b) by United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at their respective addresses indicated on this credit application or a sales order, or at such other addresses as may be specified by written notice delivered or sent in accordance herewith; or (c) by facsimile or electronic mail ("email"), at the respective numbers or email addresses indicated on the front page of this credit application, or at such other numbers or addresses as may be specified by written notice delivered or sent in accordance herewith. Where delivery has been made personally, a receipt must be obtained from the persons signing this credit application or another member of upper management. Where delivery is by facsimile or email, the sender must use equipment that produces an authentication of transmission in printable format and must retain a copy thereof. Commencement of time limitations dependent on notice are: (a) by personal delivery, at the time of delivery; (b) by mail, 12:01 a.m. on the day that is 3 days from the date on the registered or certified mail receipt or the date of the last attempted delivery; or (c) by fax or email, 24 hours from the time of authenticated transmission.

7. **Limited Warranty:** *SPIR STAR* PROVIDES THE FOLLOWING LIMITED WARRANTY. THE TERM “HOSE” AS USED IN THIS LIMITED WARRANTY SHALL INCLUDE COUPLERS AND END FITTING ASSEMBLIES (“EFAs”), IF AND ONLY IF, THEY ARE ATTACHED OR ASSEMBLED ON THE HOSE BY *SPIR STAR*. *SPIR STAR* PROVIDES NO WARRANTY FOR THE COUPLERS OR EFAs AS INDIVIDUAL COMPONENTS.

HIGH PRESSURE HOSE (“HPH”) LIMITED WARRANTY: HPH is warranted to be free from defects in material and workmanship for 30 days from the date of receipt by the Customer. Due to the variation in performance of certain pumps and related equipment and the potential for failure due to mishandling, abuse, misuse, accident, or alteration of the HPH, *SPIR STAR* reserves the right to evaluate HPH that is claimed to have failed during the warranty period. Items that will void the warranty include, but are not limited to:

- exceeding minimum bend radius;
- exceeding pressure rating;
- excessive temperatures;
- excessive torquing of COUPLERS OR EFAs;
- introduction of foreign particles into the HPH;
- flexing near the COUPLER OR EFA of the HPH, and;
- dragging or hauling equipment or other objects with the HPH.

If a failure occurs within the warranty period, Customer must submit the HPH for a warranty evaluation by contacting *SPIR STAR* at

800-890-7827. Please have the part number of the HPH, the serial number, and the purchase date or sales order number. If the information for the HPH meets the criteria for evaluation, *SPIR STAR* will issue a Returned Goods Authorization (“RGA”) number. The HPH may then be returned to *SPIR STAR*, freight prepaid (*SPIR STAR* to choose carrier and type of service). The RGA number must be clearly written on the shipping label and on all documentation submitted by the Customer. Upon receipt of the HPH by *SPIR STAR*, it will be inspected and evaluated to determine the cause of the failure. Upon completion of this evaluation, *SPIR STAR* will decide whether the failure was covered by the Limited Warranty. Please allow approximately 2 weeks for the evaluation. If the failure is covered by the Limited Warranty, *SPIR STAR* will, at its discretion, either replace or repair the HPH at no cost to the Customer or will apportion the cost, on a prorated basis, between itself and the Company.

ULTRA HIGH PRESSURE HOSE (“UHP”) LIMITED WARRANTY: UHP is warranted to be free from defects in material and workmanship for a period of 60 days of field use. Due to the variance in performance of certain pumps and related equipment and the potential for failure due to mishandling, abuse, misuse, accident, or alteration of the UHP, *SPIR STAR* reserves the right to evaluate UHP that is claimed to have failed during the warranty period. Items that will void the warranty include, but are not limited to:

- exceeding minimum bend radius;
- exceeding pressure rating;
- excessive temperatures;
- excessive torquing of COUPLERS OR EFAs;
- introduction of foreign particles into the UHP;
- flexing near the COUPLER OR EFA of the UHP, and;
- dragging or hauling equipment or other objects with the UHP.

If a failure occurs within the warranty period, Customer must submit the UHP for a warranty evaluation, by contacting *SPIR STAR* at

800-890-7827. Please have the part number of the UHP, the serial number, and the purchase date or sales order number. If the information for the UHP meets the criteria for evaluation, *SPIR STAR* will issue a Returned Goods Authorization (“RGA”) number. The UHP may then be returned to *SPIR STAR*, freight prepaid (*SPIR STAR* to choose carrier and type of service). The RGA number must be clearly written on the shipping label and on all documentation submitted by the Customer. Upon receipt of the UHP by *SPIR STAR*, it will be inspected and evaluated to determine the cause of the failure. Upon completion of this evaluation, *SPIR STAR* will decide whether the failure was covered by the Limited Warranty. Please allow approximately 2 weeks for the evaluation. If the failure is covered by the Limited Warranty, *SPIR STAR* will, at its discretion, either replace or repair the UHP at no cost to the Customer or will apportion the cost, on a prorated basis, between itself and the Customer.

THIS LIMITED WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY TO THE CUSTOMER. *SPIR STAR* MAKES NO OTHER REPRESENTATIONS OR WARRANTIES BY COURSE OF DEALING, USES OF TRADE, OR OTHERWISE, EXPRESSED OR IMPLIED. EXCEPT AS EXPRESSLY STATED BELOW, CUSTOMER HEREBY WAIVES ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNDER THE UNIFORM COMMERCIAL CODE. ANY WARRANTY CONTAINED HEREIN SHALL NOT BE EXTENDED, ALTERED, OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY *SPIR STAR* AND CUSTOMER.

8. **Limitation of Remedy:** *SPIR STAR*'S LIABILITY ARISING FROM OR IN ANY WAY CONNECTED WITH THE PRODUCTS SHALL BE LIMITED EXCLUSIVELY TO REPAIR, PRORATION OF THE COST, OR REPLACEMENT, AS DECIDED BY *SPIR STAR*. IN NO EVENT SHALL *SPIR STAR* BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, CLAIMS FOR BREACH OF WARRANTY, WHETHER EXPRESSED OR IMPLIED, BREACH OF CONTRACT, CLAIMS IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN, STRICT LIABILITY OR DECEPTIVE TRADE PRACTICES ACT VIOLATIONS.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS AND THE CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

9. **Entire Agreement/Governing Law:** The Terms set forth herein together with any amendments, modifications and any different terms or conditions expressly accepted by *SPIR STAR* in writing, shall constitute the entire agreement concerning the products sold to Customer, and there are no oral or other representations or agreements which pertain thereto. This agreement shall be governed in all respects by the law of the State of Texas.