

## Terms and Conditions

These Terms and Conditions shall govern any and all sales and service of products by Kimray, Inc. ("Kimray") to the undersigned customer, unless otherwise agreed in writing. Kimray may cancel these Terms and Conditions at any time upon written notice to customer.

**Payment Terms:** Payments are due net 30 days from the date of invoice unless otherwise indicated on the invoice. The customer may utilize a 1% discount if the invoice is paid in full within 10 days of the invoice date and the payment is made using check, ACH or wire. If payment is not received when due, customer may be charged interest (at 1.5% per month) and all necessary collection and legal expenses incurred by Kimray. Any billing disputes must be made to Kimray within 30 days from invoice date. Checks returned due to insufficient funds will be charged back to the customer's account with a \$25 fee.

**Payment Method:** Kimray accepts payments made via ACH, wire, check or credit card.

**Credit on Account:** Kimray may extend credit when requested by customer, if Kimray is satisfied after inquiry into the customer's references and credit history that the customer has the ability to pay within terms established by Kimray. Credit limits will be determined at Kimray's discretion. Orders can be placed and shipped on account until the balance of outstanding orders and invoices reaches customer's credit limit, then the difference will be owed and must be prepaid prior to shipment of any new orders. Kimray reserves the right to decrease, limit, or revoke the customer's credit at any time.

**Customer Changes:** Customer shall communicate any and all of the following to Kimray in writing, immediately upon occurrence: (i) changes to Customer's contact information, email addresses, billing or mailing address, or contact personnel; (ii) changes in Customer's name, entity classification, ownership, or senior management structure; (iii) any material adverse change in Customer's financial condition, operations, or business; (iv) Customer becomes insolvent or fails to pay debts as they become due; (v) any proceeding such as a bankruptcy, reorganization, arrangement or readjustment of debt, or receivership is filed by or against Customer.

**Orders:** All orders are subject to acceptance by Kimray's Oklahoma City, Oklahoma office. Sales on open account are subject to prior approval by Kimray's credit department. Kimray does not assess a minimum billing charge.

Pre-pay orders will be deemed due for payment upon ready-to-ship notification to the customer. Kimray will retain the shipment for 30 days after notification without penalty. Non-paid shipments will incur a 2% penalty for retention after 30 days until 60 days. Non-paid shipments will be cancelled and returned to stock at 60 days after ready-to-ship notification with assessment of a 20% restocking charge to the customer.

**Quotations:** Unless earlier terminated by written notice or otherwise noted on the quotation, all quotations will expire 30 days after the date of issuance.

**Export Shipments:** EXW Kimray International Warehouse, Oklahoma City, OK. Consult factory for export shipping and handling charges.

**Return for Credit:** No equipment can be returned for credit without prior approval of the Customer Service Manager at Kimray's Oklahoma City, Oklahoma office. Returns for credit will only be considered if requested within 30 days of original invoice date. All returns must be marked with the Returned Material Authorization number received from the Sales Manager and must be accompanied with a copy of the original invoice for the equipment; Equipment must be returned prepaid, unused and in new condition. The normal restocking charge will then be 25% of the purchase price with a \$25.00 minimum. Special arrangements must be made for non-cataloged or used items and the restocking charge will depend on demand for the item and its condition on receipt.

**Returns for Repair:** The location to which the equipment is returned for repair should be notified prior to shipping. All returns must be sent freight prepaid. The equipment will be repaired and tested to new specifications and shipped back to the customer. Charges for the repair will include cost of transportation to the customer's location.

**Returns for Exchange:** The location to which the equipment is returned for exchange should be notified prior to shipping. All returns must be sent freight prepaid. An exchange piece of equipment repaired and tested to new specifications will be sent to the customer. The customer will be invoiced for the cost of repairing and testing

equipment to new specifications and the cost of transportation of the exchange equipment to the customer's location. The customer will be invoiced for the full price of a new unit when an exchange unit is picked up and a replacement is not received by Kimray within 10 days.

**Cancellations:** Bona fide orders for standard equipment, which are cancelled prior to completion, will carry no cancellation charge. Cancellation charges for non-standard equipment or equipment with special components will depend on the extent of work performed and the type of equipment. Customer shall be responsible to pay Kimray for the full material cost of any and all special materials ordered, plus the cost of Kimray's labor on any work performed.

**Customer Documents:** These Terms and Conditions constitute the entire agreement between customer and Kimray, and take precedence over all previous verbal or written arrangements in connection with Kimray's products or services. Customer may not modify or change these Terms and Conditions by sending any documents or terms to Kimray with an order for products or services. Any such customer documents received by Kimray at any time, including without limitation, in conjunction with an order for products are hereby expressly waived by customer, shall be disregarded by Kimray as it completes customer's order, and made altogether null, void, and inapplicable. In the event of a conflict between the terms of a purchase order and these Terms and Conditions, these Terms and Conditions shall prevail except as specifically stated herein.

**Force Majeure:** The consequences, direct or indirect, of labor troubles, acts of God, fires, accidents, floods, hostilities, shortage of transportation, failure or suspension or curtailment of production due to shortage of labor or supply of raw materials, or other economic factors, government acts or requirements and any and all like or different causes beyond the control of Kimray shall excuse performance by Kimray to the extent performance is prevented thereby.

**Choice of Law:** The construction, interpretation and enforcement of these Terms and Conditions shall at all times and in all respects be governed by the laws of the State of Oklahoma. Any action arising under or relating to these Terms and Conditions must be commenced and maintained in the federal or state courts as applicable in Oklahoma County, Oklahoma.

**Limited Warranty:** Kimray warrants that products manufactured by Kimray will be free from defects in workmanship and material until the earlier of: 12 months from the date of installation; or 18 months from the date of shipment by Kimray (the "Warranty Period"). This limited warranty is the exclusive warranty provided by Kimray, and the following are expressly excluded: implied or express warranties not specifically set forth herein, warranty of merchantability, and warranty of fitness for a particular purpose. This limited warranty may not be assigned or transferred to any subsequent transferee of Kimray's products without Kimray's written consent. This limited warranty shall be void in the event of defects or damage caused by: (i) failure to provide a suitable installation or operating environment for Kimray's product; (ii) power surge or disaster such as fire, flood, wind, earthquake, lightning, or other force majeure event; (iii) unauthorized accessories, attachments, alterations, modifications or foreign objects; (iv) use of Kimray's products for purposes other than those for which they are customarily used; (v) improper installation, maintenance or repair by anyone other than Kimray; (vi) abuse, misuse, mishandling, misapplication, accident, neglect; (vii) failure to use within limits specified by Kimray; or (viii) ordinary wear and tear. Notwithstanding anything in these Terms and Conditions to the contrary, under no circumstances will Kimray assume responsibility for: (a) the loss of hydrocarbons, whether in liquid or gas form, or any resultant losses; or (b) indirect, incidental, consequential, punitive, or exemplary damages of any kind. In the event Kimray determines that a product is defective during the Warranty Period in accordance with this limited warranty, Kimray's sole obligation shall be to correct, repair, or replace such defects ex-works Kimray's nearest authorized distributor location. Any product replacement shall extend the Warranty Period for an additional 12 months from the date of replacement. Any product correction or repair shall not extend the Warranty Period.

"CUSTOMER":

\_\_\_\_\_  
(Print Customer Company Name)

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)