

## PEERLESS PUMP COMPANY GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE.** These Terms of sale ("Terms") are the only terms which govern the sale of the goods ("Goods") and services ("Services") by Sterling Fluid Systems (USA) LLC d/b/a Peerless Pump Company the ("Seller") to the purchaser ("Purchaser") named in the accompanying confirmation of sale ("Sales Confirmation"). The Sales Confirmation confirms Purchaser's order ("Order"). The Order will be filled only after credit approval and acceptance of the Order at Seller's administrative offices. Any acceptance of the Order is subject to the most recent Terms, as modified from time to time, and which supersede any inconsistent or additional Terms contained in the Order. There are no agreements or representations, oral or otherwise, outside of the Terms. Submittal of technical information does not constitute acceptance of any terms contained Purchaser's order form, and no agent, distributor, business partner, or manufacturer's representative of Seller has the authority to change or modify these Terms. No change or modification to these shall be valid unless it is agreed to in writing by Seller. Any Purchaser document which contains terms in addition to or inconsistent with these Terms, or terms that reject any term or condition set forth herein, shall be deemed to be a counter offer to Seller, and shall not be binding upon Seller unless specifically accepted in writing by a duly authorized representative of Seller. The preceding clause shall constitute a continuing objection to any such terms not specifically so accepted by Seller.
2. **SHIPPING DATE.** Seller will make commercially reasonable efforts to promptly deliver Equipment and Service. The dates for shipping of Equipment or delivery of Service specified in the Sales Confirmation (if any) are approximate. Seller will ship Equipment upon completion of manufacturing and after the Equipment meets design and performance specifications. SELLER SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY KIND; INCLUDING LIQUIDATED DAMAGES, RESULTING FROM ANY DELAY IN DELIVERY OR FAILURE TO DELIVER THE EQUIPMENT OR SERVICE, UNLESS AGREED TO IN ADVANCE AND IN WRITING PRIOR TO ACCEPTANCE OF THE ORDER.
3. **FORCE MAJEURE.** Seller shall not be responsible for any loss or damage, including liquidated damages resulting from any delay in delivery or failure to deliver the Equipment or Service where such delay or failure is caused by fire, flood, natural causes, labor troubles (including strikes, slowdowns and lockouts), war, government regulations, riots, civil disorders, interruption of or delay in transportation, power failure, acts of vandalism, force of nature, inability to obtain materials and supplies, accidents, acts of God or any other cause beyond Seller's control.
4. **SHIPMENTS.** All prices are EXW (EX-works) Seller's designated location, packed for domestic shipment (Incoterms® 2010), unless otherwise agreed in writing. The origin point of shipment, method of transportation, and routing are at the Seller's discretion. Unless otherwise noted, the Equipment will be shipped prepaid with the charges added to purchaser's invoice. If Purchaser specifies "freight collect, 3<sup>rd</sup> party carrier or will call" in Purchaser's Order, it is clearly understood that there will be no freight allowance and an additional fee of 2% of the order or minimum of \$100, with a maximum of \$500 will be charged to the Purchaser as a handling fee. Purchaser may request shipment via a transportation mode other than truck, and all additional expenses incurred will be billed to the Purchaser. If shipment is accepted by Purchaser at one destination and re-forwarded by Purchaser, the re-forwarding is at the Purchaser's expense and risk. The risk shall pass to Purchaser when the Equipment is made available for delivery in accordance with this paragraph. Where shipment is (a) requested by Purchaser beyond Seller's normal shipment schedule; (b) deferred at Purchaser's request; (c) delayed by failure of Purchaser to fulfill its obligations to facilitate shipment as agreed; or (d) delayed by any other act or failure to act on the part of the Purchaser without fault on the part of Seller (including but not limited to Purchaser's failure to provide necessary shipment information to Seller, or Purchaser's failure to schedule their carrier in a timely manner) Purchaser agrees to pay a delayed delivery storage fee at the rate of three percent (3%) of the Equipment price per month beyond the normal shipping date as established by Seller's internal production lead times. Purchaser may designate in the Purchaser's order form that the Equipment will be picked up at Seller's designated location. If Purchaser does not pickup Equipment within 5 days of the date they are notified the Equipment is available, the Order will be cancelled and subject to cancellation charges as outlined in Paragraph 13 below.
5. **PRICES.** Unless otherwise specified by Seller in writing, Purchaser shall purchase the Goods and Services from Seller at the price set forth in Seller's published price list in force as of the date of the Order as accepted by Seller, or as contained in a written quotation to Purchaser ("Quote"). Prices contained in a Quote are valid for thirty (30) days from the date of the Quote unless otherwise specified. Services shall be billed at the hourly/daily rate provided in a Quote. Any price quoted to Purchaser may be modified in the event of Purchaser's delay or failure to provide Seller all necessary credit information. Prices as set forth in the price list are subject to change without notice. All other costs, including packing for storage, freight, insurance, taxes, customs duties and import/export fees, or any other item specified in the Quote shall be paid by Purchaser unless separately stated in the Quote. If Purchaser fails to furnish Seller with all necessary drawings duly approved by the Purchaser within thirty (30) days after submission of such drawings to Purchaser by Seller, Seller's prices are subject to change at Seller's sole discretion after notice to Purchaser.
6. **CHANGES.** By delivering a written notice to Seller, Purchaser may request changes in the designs, drawings and specifications of the Equipment. As promptly as practicable after receipt of such request, Seller will advise Purchaser what amendments to the agreement between Seller and Purchaser may be necessitated by such requested changes, if any. Possible amendments would include but are not limited to the price, specifications, shipment schedule or date of delivery. Any changes agreed upon by the parties shall be evidenced by a change order signed by both Seller and Purchaser. If at any time the Purchaser causes changes or modifications to the Order, the Order will be subject to a minimum change fee of 12% of the Order value or a \$250 charge; whichever is greater, plus the actual cost of the Equipment change.
7. **CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
8. **EXPEDITE ORDER FEE.** Purchaser may request shipment in advance of the normal shipping date designated by Seller. In consideration of such request, Purchaser shall be charged 12% of the Order total or \$50.00, whichever is greater ("Express Fee") on orders less than \$10,000. This charge does not guarantee that Seller will ship Equipment on or before the date requested by Purchaser. If the Order is not shipped on or before the Purchaser's requested shipping date, the Express Fee will not apply. Orders without a requested shipping date will be subject to Seller's internal standard lead times or the shipping date contained in the Quote.
9. **MINIMUM ORDER CHARGE.** Extranet or EDI order values must be a minimum of \$150 net. Faxed, emailed, or verbal orders must be a minimum value of \$300 net. Order values less than the stated minimum value, will be automatically adjusted to the minimum order values listed in this Paragraph 9.
10. **RETURN OF EQUIPMENT.** Equipment may only be returned when authorized by the Seller pursuant to a written Return Material Authorization ("RMA") issued by Seller. All returned equipment shall be shipped to Seller's designated location freight prepaid by the Purchaser and FOB destination. Any Equipment returned will be subject to an inspection. If after inspection, and in Seller's sole discretion the Equipment is returned in good condition, credit will be issued for the purchase price less a minimum 30% restocking fee. Any Equipment returned to Seller without a RMA will be rejected and returned.



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11. **TAXES.** Prices specified in Seller's published price list, or in any Quote do not include any federal, state or municipal sales, use, excise or other taxes (collectively "Taxes"). Purchaser shall be responsible for payment of all Taxes, and in jurisdictions where seller is required by law to register and remit Taxes; Seller will invoice all Taxes to Purchaser at the applicable rates at the time of shipment. Purchaser may furnish Seller with exemption certificates (or the like) demonstrating that Purchaser is exempt from the payment of Taxes. The validity of such exemption certificates shall be determined by Seller in its sole discretion. Notwithstanding the foregoing, all Taxes due and payable outside the United States are the sole responsibility of the Purchaser, unless otherwise agreed in writing.
12. **PAYMENTS.** Terms of payment are Net 30 Days. Payment for the Equipment is due upon shipment or when Seller notifies Purchaser that Equipment is packed for shipment EXW (Ex-works) Seller's designated location, whichever occurs first, unless otherwise agreed in writing. Payment for Service is due upon completion unless otherwise agreed in writing. Subject to a review of Purchaser's credit history, additional payment terms and/or progress payments may be required for jobs over \$300,000, which payment terms or progress payments shall be agreed to in writing.
13. **CANCELLATION.** Orders that have been acknowledged by Seller are firm commitments and are not subject to cancellation without the consent of Seller. If cancellation is approved by Seller, Seller shall impose a cancellation fee. The minimum cancellation fee shall be 30% of the Order, and the maximum cancellation fee shall be the full price of the Order, as necessary for Seller to cover Sellers actual costs of material, fabrication costs, special engineering costs and the costs associated with testing, handling, and accounting.
14. **LIMITED WARRANTY.** NEW EQUIPMENT MANUFACTURED BY SELLER OR SERVICE SUPPLIED BY SELLER IS WARRANTED TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE FOR A MINIMUM OF TWELVE (12) MONTHS FROM DATE OF INSTALLATION, EIGHTEEN (18) MONTHS FROM DATE OF SHIPMENT, UNLESS OTHERWISE STATED IN PRODUCT WARRANTY GUIDE (AVAILABLE UPON REQUEST). IN THE CASE OF SPARE OR REPLACEMENT PARTS MANUFACTURED BY SELLER, THE WARRANTY PERIOD SHALL BE FOR A PERIOD OF TWELVE MONTHS FROM SHIPMENT. SELLER'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO REPAIRING OR REPLACING, AT ITS OPTION, ANY PART FOUND TO ITS SATISFACTION TO BE SO DEFECTIVE, PROVIDED THAT SUCH PART IS, UPON REQUEST, RETURNED TO SELLER'S FACTORY FROM WHICH IT WAS SHIPPED, TRANSPORTATION PREPAID. PARTS REPLACED UNDER WARRANTY SHALL BE WARRANTED FOR TWELVE MONTHS FROM THE DATE OF THE REPAIR, NOT TO EXCEED THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY DOES NOT COVER PARTS DAMAGED BY DECOMPOSITION FROM CHEMICAL ACTION OR WEAR CAUSED BY ABRASIVE MATERIALS, NOR DOES IT COVER DAMAGE RESULTING FROM MISUSE, ACCIDENT, NEGLIGENCE, OR FROM IMPROPER OPERATION, MAINTENANCE, INSTALLATION, MODIFICATION OR ADJUSTMENT. THIS WARRANTY DOES NOT COVER PARTS REPAIRED OUTSIDE SELLER'S FACTORY WITHOUT PRIOR WRITTEN APPROVAL. SELLER MAKES NO WARRANTY AS TO STARTING EQUIPMENT, ELECTRICAL APPARATUS OR OTHER MATERIAL NOT OF ITS MANUFACTURE. IF PURCHASER OR OTHERS REPAIR, REPLACE, OR ADJUST EQUIPMENT OR PARTS WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, SELLER IS RELIEVED OF ANY FURTHER OBLIGATION TO PURCHASER UNDER THIS PARAGRAPH WITH RESPECT TO SUCH EQUIPMENT OR PARTS, UNLESS SUCH REPAIR, REPLACEMENT, OR ADJUSTMENT WAS MADE AFTER SELLER FAILED TO SATISFY WITHIN A REASONABLE TIME SELLER'S OBLIGATIONS UNDER THIS PARAGRAPH. SELLER'S LIABILITY FOR BREACH OF THESE WARRANTIES (OR FOR BREACH OF ANY OTHER WARRANTIES FOUND BY A COURT OF COMPETENT JURISDICTION TO HAVE BEEN GIVEN BY SELLER) SHALL BE LIMITED TO: (A) ACCEPTING RETURN OF SUCH EQUIPMENT EXW PLANT OF MANUFACTURE, AND (B) REFUNDING ANY AMOUNT PAID THEREON BY PURCHASER (LESS DEPRECIATION AT THE RATE OF 15% PER YEAR IF PURCHASER HAS USED EQUIPMENT FOR MORE THAN THIRTY [30] DAYS), AND CANCELING ANY BALANCE STILL OWING ON THE EQUIPMENT, or (C) IN THE CASE OF SERVICE, AT SELLER'S OPTION, REDOING THE SERVICE, OR REFUNDING THE PURCHASE ORDER AMOUNT OF THE SERVICE OR PORTION THEREOF UPON WHICH SUCH LIABILITY IS BASED. THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN LIEU OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF THE SELLER WHETHER A CLAIM IS BASED UPON NEGLIGENCE, BREACH OF WARRANTY, OR ANY OTHER THEORY OR CAUSE OF ACTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND. FOR PURPOSES OF THIS PARAGRAPH, THE EQUIPMENT WARRANTED SHALL NOT INCLUDE EQUIPMENT, PARTS, AND WORK NOT MANUFACTURED OR PERFORMED BY SELLER. WITH RESPECT TO SUCH EQUIPMENT, PARTS, OR WORK, SELLER'S ONLY OBLIGATION SHALL BE TO ASSIGN TO PURCHASER THE WARRANTIES PROVIDED TO SELLER BY THE MANUFACTURER OR SUPPLIER PROVIDING SUCH EQUIPMENT, PARTS OR WORK. NO EQUIPMENT FURNISHED BY SELLER SHALL BE DEEMED TO BE DEFECTIVE BY REASON OF NORMAL WEAR AND TEAR, FAILURE TO RESIST EROSION OR CORROSIVE ACTION OF ANY FLUID OR GAS, PURCHASER'S FAILURE TO PROPERLY STORE, INSTALL, OPERATE, OR MAINTAIN THE EQUIPMENT IN ACCORDANCE WITH GOOD INDUSTRY PRACTICES OR SPECIFIC RECOMMENDATIONS OF SELLER, INCLUDING, BUT NOT LIMITED TO SELLER'S INSTALLATION AND OPERATION MANUALS, OR PURCHASER'S FAILURE TO PROVIDE COMPLETE AND ACCURATE INFORMATION TO SELLER CONCERNING THE OPERATIONAL APPLICATION OF THE EQUIPMENT.
15. **COMPLIANCE WITH LAWS.** Purchaser shall be solely responsible for securing any necessary permits under and for compliance with all safety, health and sanitation laws, ordinances and regulations in connection with the installation, service, repair and operation of the Equipment. Purchaser agrees to provide Seller, upon request, with evidence of the securing of any such permits and of compliance with any such laws, ordinances and regulations. Seller shall be responsible for requesting any U. S. Export License Permits which may be required, and Purchaser agrees to provide all necessary information to enable Seller to apply for such permits. Purchaser agrees to comply with applicable United States international trade laws and regulations in its business dealings with Seller and will deliver to Seller at the time of execution of this agreement a completed International Order Header form or End User Statement signed by an authorized officer or owner of Purchaser. Purchaser agrees to disclose the name and address and business of the user of the goods supplied upon Seller's request. Purchaser shall automatically disclose this information if the goods are to be exported outside of the United States. Notwithstanding Purchaser's sole responsibility to ensure compliance with all relevant laws, Seller reserves the right to cancel order without compensation to Purchaser if Seller considers or suspects that goods, or delivery of the same, may breach any laws of the United States.
16. **INDEMNIFICATION.** It is understood that Seller has relied upon data furnished by and on behalf of Purchaser with respect to the safety aspects of the Equipment, and that it is Purchaser's responsibility to ensure that the Equipment will, when installed and put in use, be in compliance with safety requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. Purchaser hereby agrees to defend, indemnify and hold harmless Seller, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the Equipment or arising out of the installation, Service, repair, or use or operation of the same, except where the injury or damage is solely caused by Seller's negligence and except for claims for repair or replacement of defective parts in accordance with Paragraph 15 hereof. Purchaser indemnifies Seller for any loss to Seller, including reasonable attorneys' fees, caused by Seller's manufacturing, installing or building to specifications provided by the Purchaser. Purchaser shall indemnify Seller and hold Seller harmless from any claims or liability for patent or trademark infringement on the account of the manufacture or sale of the Equipment.
17. **RISK OF LOSS.** Full risk of loss (including transportation delays and losses) shall pass to Purchaser upon delivery, regardless of whether title has passed to Purchaser, transport is arranged or supervised by Seller, or start-up is carried out under the direction or supervision of Seller. Loss or destruction of the equipment or injury or damage to the equipment that occurs while the risk of loss or damage is borne by the Purchaser does not relieve Purchaser of its obligations to pay Seller for the Equipment.



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18. **LIMITATION OF DAMAGES AND DISCLAIMER OF CONSEQUENTIAL DAMAGES OR PENALTIES.** TO THE EXTENT PERMITTED BY LAW, SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, ARISING OUT OF THE ORDER, OR OUT OF ANY BREACH OF ANY OF SELLER'S OBLIGATIONS HEREUNDER, OR OUT OF ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT, WHETHER OR NOT CAUSED BY SELLER'S NEGLIGENCE. CONSEQUENTIAL DAMAGES, FOR THE PURPOSE OF THIS AGREEMENT, SHALL INCLUDE BUT NOT BE LIMITED TO, PERSONAL INJURY, LOSS OF USE, LOST INCOME OR PROFITS, LOST INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER EQUIPMENT, ENVIRONMENTAL DAMAGE, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT POWER OR CLAIMS OF PURCHASER OR CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTION, DAMAGE TO PROPERTY (INCLUDING, BUT NOT LIMITED TO, PRODUCTS MANUFACTURED, PROCESSED OR TRANSPORTED BY THE USE OF THE EQUIPMENT), OR ANY OTHER LOSS OCCASIONED BY OR ARISING OUT OF THE OPERATION, USE, INSTALLATION, REPAIR OR REPLACEMENT OF THE EQUIPMENT OR OTHERWISE, WHETHER OR NOT SUCH LOSS IS BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. SELLER'S DAMAGES ARE LIMITED TO DAMAGES SET FORTH IN PARAGRAPH 15, WARRANTY. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES, PENALTIES OR LIQUIDATED DAMAGES BASED UPON OR RELATING TO SELLER'S FAILURE OR INABILITY TO SHIP WITHIN A SPECIFIED TIME. THE FOREGOING NOTWITHSTANDING, SELLER'S MAXIMUM AGGREGATE LIABILITY RELATED TO THE PERFORMANCE OF THIS CONTRACT SHALL NOT EXCEED THE PURCHASE ORDER AMOUNT OF THE EQUIPMENT OR SERVICE PORTION THEREOF UPON WHICH SUCH LIABILITY IS BASED. ALL SUCH LIABILITY SHALL TERMINATE FOUR YEARS FROM THE DATE OF THE PURCHASE ORDER IF NOT SOONER TERMINATED.
19. **CHOICE OF LAW.** All questions relating to the formation of or performance under the contract based hereon shall be determined in accordance with the laws of the State of Delaware. The United Nations Convention on contracts for the International Sales of Goods shall have no application to this Agreement or to any proceeding brought pursuant hereto.
20. **DISPUTE RESOLUTION.** The parties stipulate that the state and federal courts of Delaware have exclusive jurisdiction over all matters arising out of the Order and/or these Terms. For any sale of Equipment by Seller to a Purchaser outside of the United States or a Purchaser organized or with a principal place of business or substantial assets outside of the United States ("International Sale"), all disputes arising in connection with the International Sale shall be finally settled by arbitration in accordance with the rules set forth by the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules, under the auspices of the American Arbitration Association (Arbitration). In the event of any dispute or difference arising out of or relating to an International Sale, the parties hereto first shall use their best endeavors to settle such disputes or differences. To this effect, the parties shall consult and negotiate with each other, in good faith and understanding of their mutual interest, to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of ninety (90) calendar days from the commencement of consultations and negotiations, before arbitration may be invoked, one of the parties must, by written notice to the other party, have the dispute referred to their respective Chief Executive Officer (or the equivalent), or to their designated representatives who have the final authority to resolve the dispute, with the request that they attempt in good faith to resolve the dispute within ninety (90) calendar days after valid notice is served pursuant to this Paragraph 20. No party may invoke arbitration without first complying with the provisions of this Paragraph 20. In the event that the foregoing designated representatives of the parties are not able, for whatever reason, to resolve such dispute in good faith within the ninety (90) calendar day period, the parties agree that the disputes or differences shall be settled by arbitration in accordance with the rules set forth by the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules, under the auspices of the American Arbitration Association (Arbitration). The arbitration shall take place in the State of Delaware, USA, or another location, at the sole discretion of Seller. The arbitration shall be conducted in and the award rendered in English and payable in US Dollars, and such award shall be final and binding on the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters related thereto. The parties agree that any judgment, decision, or award of the arbitrators shall be made enforceable in any court of competent jurisdiction, including courts in the country of Purchaser. Judgment upon the award rendered may be entered into any court having jurisdiction, or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be. This paragraph 20 shall survive any termination or expiration of this Agreement.
21. **MISCELLANEOUS.** If any part of these Terms is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated and shall be given effect so far as possible. No waiver of any term or condition or the breach of any term or condition of this agreement shall be deemed to constitute a waiver of any subsequent breach of such term or condition, nor justify or authorize a nonobservance upon any occasion of such term or condition or any other term or condition; nor shall the acceptance of payment by Seller at any time when Purchaser is in default of any term or condition be construed as a waiver of such default or waiver of Seller's right to terminate this agreement on account of such default. The Purchaser warrants and represents that only those persons with authority to execute the documents related to these Terms will sign on behalf of the Purchaser, and electronic orders will be placed only by those persons so authorized by the Purchaser. All Orders so placed by Purchaser shall be binding on the Purchaser upon acceptance by the Seller with or without a hand-written signature of Purchaser.

