



TERMS & CONDITIONS OF SALE

Prices

CPF reserves the right to change the prices of its products at any time without notice unless specified in a written product price agreement. Any taxes, duties or custom fees imposed by any governing authority shall be paid by Buyer in addition to the invoice. Buyer will reimburse CPF in the event CPF is required to prepay any such fees.

Payment Terms, Domestic Customers

Payment is due within thirty (30) days from the date of the invoice with prior credit approval. Otherwise, payments are due prior to shipment by check, fund transfer or credit card. COD shipments are to be paid by certified or cashier's check.

Payment Terms, International Customers

Payment is due in US dollars by advance payment, fund transfer, or credit card, covering merchandise and any prepaid freight charges that may apply. Credit card payment is required for sales of \$1,000 or less. Wires are acceptable for orders of \$1,000 or more.

Past Due Accounts

A 1.5% per month service charge will be applied to all accounts past due by thirty days.

Ordering

In order to eliminate any confusion on products required by the customer, all orders are to be placed in writing to Critical Process Filtration (CPF) using CPF's part number and complete description via fax or email. Verbal orders will not be accepted.

Delivery & Shipment

All shipments are F.O.B. Nashua, NH. CPF will make every effort to ship the products by the requested delivery date, however, CPF accepts no liability for any losses or damages arising out of delays in delivery. All shipment costs shall be paid by Buyer and if prepaid by CPF, the amount shall be reimbursed to CPF.



Inspection

Buyer shall be responsible for inspection of all products shipped hereunder prior to acceptance, provided, that if Buyer shall not have given CPF written notice of rejection fully specifying and documenting the reasons thereof within 30 days following shipment to Buyer, the products shall be deemed to have been accepted by Buyer

Transportation

Claims for goods damaged in shipment or shortages must be made by customer directly with freight carrier.

Returns

Non-Compliant / Defective Product:

If a product is found to be non-compliant or defective by a customer, the customer needs to request an RGA Form. Once this form has been completed, faxed back to CPF, and approved by CPF, the customer may then send product back to CPF via prepaid freight only. The CPF RGA number must be clearly marked on the outside of the box of returned goods, and a copy of the approved RGA Form needs to be attached. Where a timely claim is made, CPF will, at its option and expense, either replace or issue credit for the products which are defective or non-conforming. Allowance for or replacement of defective items will be made following test and inspection by CPF. Defective merchandise will be remedied at full credit, and customer may provide CPF proof of freight costs to receive reimbursement at that time. If product is not found to be non-compliant or defective, customer can choose to have product returned to them via freight collect, and no credit will be issued. THIS POLICY DOES NOT APPLY TO SPECIAL, CUSTOM, OR MODIFIED PRODUCTS. NO RETURNS ARE ALLOWED FOR THESE TYPES OF CUSTOM OR MODIFIED PRODUCTS.

All Other Returns:

CPF will accept product returns due to other circumstances ONLY at CPF's discretion, and if the request is made within 3 months of date of shipment. If a customer has found that the incorrect product has been ordered, an RGA will be given ONLY if they place an order for the correct product that was needed at the same time the RGA is given. All returns need to be sent back via prepaid freight ONLY. Anything returned via Freight Collect will be rejected in receiving. The CPF RGA number must be clearly marked on the outside of the box of returned goods, and a copy of the approved RGA Form needs to be attached. These returns will be issued a 65% credit on the product only upon complete inspection of the product, and has been deemed unopened and acceptable for resale. THIS DOES NOT APPLY TO SPECIAL, CUSTOM OR MODIFIED PRODUCTS. NO RETURNS ARE ALLOWED FOR THESE TYPES OF CUSTOM OR MODIFIED PRODUCTS.



Custom Products

Certain products may be deemed Custom Made-To-Order products by CPF. Buyer shall provide CPF with product specifications prior to the start of manufacturing. Buyer must provide a Purchase Order detailing the product. All CMO products are not cancelable or returnable.

Limited Warranty

Critical Process Filtration warrants the products manufactured by it against defects in materials and workmanship when used in accordance with the applicable instructions for a period of 6 months from the date of shipment of the products. CRITICAL PROCESS MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The warranty provided herein and the data, specifications and descriptions of Critical Process' products appearing in Critical Process' catalogue or data sheets may not be altered except by express written agreement signed by an officer of Critical Process. Representations, oral or written, which are inconsistent with this warranty or such publications are not authorized, and if given, should not be relied upon. Critical Process Filtration's sole obligation shall be to repair or replace, at its option, any product or part thereof that proves defective in materials or workmanship within the warranty period, provided the customer notifies Critical Process promptly of any such defect. The exclusive remedy provided herein shall not be deemed to have failed of its essential purpose so long as Critical Process is willing and able to repair or replace any non-conforming Critical Process product or part. CRITICAL PROCESS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER DAMAGES SUSTAINED BY ANY CUSTOMER FROM THE USE OF ITS PRODUCT.

Policy

The terms and conditions described above supersede any previous written terms and conditions that appear in company documents. Any changes made to our terms and conditions must be authorized by Critical Process Filtration, Inc. Company in writing.