



PRESSURE WASHING & PUMP PARTS TERMS AND CONDITIONS

Terms and Conditions of Sales Order / Confirmation ("Agreement")

1. **Payment.** Standard terms are net 30 days from date of invoice for accounts with approved credit by VELOCI PERFORMANCETM PRODUCTS ("VELOCI"). A service charge of 1.5% per month may be assessed on invoiced over 30 days.
2. **Shipping.** All freight is shipped freight collect. All other orders are shipped by United Parcel Service (UPS) unless otherwise specified. UPS charges are prepaid and added to the invoice. All shipping discrepancies must be submitted within 24 hours of receipt of products.
3. **Pricing.** Veloci Performance Products reserves the right to change discounts and/or prices without notice. Trade discounts are based upon unit and dollar volume and are inclusive of warranty allowance. A surcharge may be added to individual orders in response to foreign currency exchange rate fluctuations. Pricing details include: (a) Price list effective January 1, 2018 - Subject to change without notice; (b) All prices F.O.B. Savage, Minnesota; (c) The price in effect at time of shipment will apply; and (d) Pricing discrepancies must be filed within 30 days of invoice
4. **Minimum Order.** \$30.01 minimum required for all orders. A \$3.50 minimum order fee may be applied to orders below \$30.01.
5. **Returns.** Returns must follow the following procedures: (a) Returns for credit must be received within 30 days of shipment and pre-approved by Veloci; (b) All returns must be sent freight paid; (c) A return authorization number and invoice copy must accompany all returns; and (d) Please note that a restocking charge may be assessed.
6. **LIMITED WARRANTY: VELOCI WARRANTS TO THE ORIGINAL PURCHASER OF ITS PRODUCTS ("PURCHASER") THAT SUCH PRODUCTS WILL BE FREE FROM MATERIAL AND WORKMANSHIP DEFECTS UNDER NORMAL USE FOR THE PERIOD OF NINETY (90) DAYS FOR ALL PRODUCTS. "NORMAL USE" DOES NOT INCLUDE USE IN EXCESS OF RECOMMENDED MAXIMUM SPEEDS, FLOWS, PRESSURES, VACUUMS AND TEMPERATURES, OR USE REQUIRING HANDLING OF FLUIDS NOT COMPATIBLE WITH COMPONENT MATERIALS AS NOTED IN THE VELOCI CATALOG, TECHNICAL LITERATURE, AND INSTRUCTIONS. THIS WARRANTY DOES NOT COVER FREIGHT DAMAGE, FREEZING DAMAGE, NORMAL WEAR AND TEAR, OR DAMAGE CAUSED BY MISAPPLICATION, FAULT, NEGLIGENCE, ALTERATIONS, OR REPAIR THAT AFFECTS THE PERFORMANCE OR RELIABILITY OF THE PRODUCT.**
7. **DISCLAIMER: EXCEPT FOR THE WARRANTY SET FORTH ABOVE, VELOCI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
8. **EXCLUSIVE REMEDY: PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND VELOCI'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH ABOVE SHALL BE TO REPAIR OR**

REPLACE SUCH DEFECTIVE PRODUCT. ANY DEFECTIVE PRODUCT MUST BE RETURNED TO VELOCI IN ACCORDANCE WITH THE PROCEDURES SET FORTH UNDER "RETURNS".

9. LIMITATION OF LIABILITY: IN NO EVENT SHALL VELOCI BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT VELOCI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. FOR THE PURPOSE OF THIS SECTION "CONSEQUENTIAL DAMAGE" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS AND/OR DEFERRAL OF PRODUCTION, LOSS

OF PRODUCT, LOSS OF USE, LOSS OF REVENUE, PROFIT OR ANTICIPATED PROFIT, LOSS OF CONTRACT AND/OR BUSINESS OPPORTUNITY. IN NO EVENT SHALL VELOCI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO VELOCI FOR THE PRODUCT SOLD HEREUNDER.

10. Indemnification. Purchaser shall indemnify, defend and hold harmless VELOCI and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to/arising out of or resulting from any claim of a third party or VELOCI arising out of or occurring in connection with the products sold pursuant to this Agreement or Purchaser's negligence, willful misconduct or breach of this Agreement. Purchaser shall not enter into any settlement without VELOCI's or Indemnified Party's prior written consent.

11. Choice of Law/Forum. This Agreement and all matters arising out of or relating to this Agreement, are governed by, and construed and enforced in accordance with, the laws of the State of Minnesota, without regard to the conflict of interest laws provisions. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding

of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the competent courts in the State of Minnesota.