D&E Filtration, LLC (D&E) provides the following terms and conditions which apply to all quotations and sales made by D&E. All purchases by customer, owner, or its agent ("buyer") are expressly limited and conditioned upon acceptance of the following terms and conditions. Any provision printed or otherwise, contained in any purchase order, confirmation, or acknowledgement inconsistent with, different from, or in addition to the following Standard Terms and Conditions are not accepted by D&E unless specifically agreed to in writing.

1). Quotations: Unless otherwise stated, all quotations have a validity of 30 days. The last quotation issued supersedes all previous quotations or correspondence related to the same transaction or inquiry. Quotations containing proprietary information are provided to the buyer with the understanding that the buyer will use the information solely for internal use. Quotations and any information contained within may not be disclosed to any third party or be used in the preparation of a request for quotation for products similar to or as a substitution for products quoted by D&E.

2). Price Modification and Other Charges: D&E’s price does not include any transportation unless specifically stated. Crating or packaging charges, taxes, duties, tariffs, or other government charges are not included and are the responsibility of others.

3). Payment and Credit Terms: Each shipment is a separate transaction and payment will be made accordingly. Credit worthy domestic shipments will receive Net thirty days from date of shipment or readiness to ship (whichever occurs first). International shipments, unless agreed to in writing prior to order acceptance, will be sold under an Irrevocable Letter of Credit, drawn on a first class U.S. bank or Cash In Advance. Products held for the buyer because of delays due to buyers’ request or actions will be at the risk and expense of the buyer.

4). Limited Warranty: If, within 90 days after the date of shipment, any products furnished by D&E proves to be defective in material or workmanship, upon examination by D&E, D&E will replace the products, at our discretion. Any replacement products will be warranted against defects in material or workmanship for the unexpired portion of the warranty applicable to the particular product.

D&E will not be responsible for the costs of removal or installation of any products, supplied by us or by a third party, whereas removal, installation, or re-installation is required to repair or replace any defective products. Furthermore, D&E will not be responsible for and assumes no liability for materials or workmanship or any transportation charges, labor costs, or other related expenses for any work performed by third parties in the repair or replacement of defective products without prior written consent.

EXCEPT AS PROVIDED IN THESE STANDARD TERMS AND CONDITIONS ALL WARRANTIES INCLUDING WITHOUT LIMITATION THOSE WITH RESPECT TO MERCHANTABILITY AND FITNESS FOR PURPOSE ARE EXPRESSLY EXCLUDED.

5). Limitation of Liability: D&E’s liability is limited to the product(s) found to be defective. In no event will D&E’s cumulative liability exceed the total sales order value whether arising under warranty, contract, negligence, strict liability, indemnification, or any other cause or combination of causes whatsoever.

Except as otherwise noted in these terms and conditions, D&E will not be liable for general, special, direct, indirect, incidental, or consequential damages, including, without limitation, loss of profit, revenues or other economic losses.

6). Cancellation Fee: Buyer may not cancel any order except upon written notice and payment to D&E of all reasonable fees arising from the cancellation, plus a cancellation fee of 25% of the order value.

7). Assignability: No assignability of this offer or related purchase is permitted without the expressed written approval of D&E.

8). Shipment: All products will be shipped via the discretion of D&E prepaid and added to the invoice unless specified otherwise.

9). Severability: Invalidity of any of these Standard Terms and Conditions will not affect the validity of any other provision and the remaining provisions will stay in force and effect.

10). Applicable Law: Any agreement between the parties resulting out of this offering will be construed as and enforced in accordance with the laws of the state of Pennsylvania, USA and the venue for dispute will be Easton, Pennsylvania.

11) HEPA and Custom Sized Products: As determined expressly by D&E, HEPA rated products and custom sized products will not be returned, refunded or replaced for any reason.