



GAS TURBINE INLET CONDITIONING ENTERPRISE

Standard Terms & Conditions

Validity

All prices quoted above are in US Dollars. The prices shown in USD are valid for 30 days and are based on the exchange rate at the time the quotation was given. After 30 days, prices quoted are subject to variation due to currency fluctuations and material escalations.

Pricing assumes customers supplied information is correct at the time of quoting. Any variations in information, specifications or drawings may result in a price change.

Prices quoted exclude; taxes, duties, bonds and any other regulatory or regional fees.

Delivery

Delivery terms: Ex Works point of Manufacture (Incoterms 2010) unless otherwise stated

Title and transfer of risk pass from seller to buyer at point of INCOTERM delivery.

All free-issue items from Buyer to Seller shall be delivered, DDP Vendor Fabricator (Incoterms 2010) and shall comply with in-country directives as required.

Delivery to site is not included with this quotation.

Conditions of Sale

Seller's standard payment terms are net 30 days from date of invoice.

Invoicing schedule is as follows:

30% upon receipt of order

30% upon purchase of raw materials

30% upon completion of final inspection

10% upon delivery

Warranty

The Seller warrants the goods sold to be free from defects in material and workmanship under normal use and service for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of start-up, whichever occurs first. The seller's obligation under this warranty is limited to making good at its factory any part or parts thereof, which shall, within the stated warranty period of the goods to the original purchaser, be returned to its factory with transportation charges prepaid, and which examination shall disclose to the Seller's satisfaction to have been thus defective. This warranty shall not apply to any of the Seller's goods, which shall have been repaired or altered outside of the Seller's factory in any way so as, in the Seller's judgment, to affect its reliability nor any part thereof which has been subject to misuse, negligence or accident. This warranty is in lieu of all other warranties expressed or implied, and all other obligations or liabilities on the part of the Seller.

Performance Data

Buyer agrees to provide periodic data related to the performance of GT ICE products upon request or at pre-agreed intervals.



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Cancellation

Orders placed cannot be cancelled by the Buyer, nor can the delivery of goods made up or in process be deferred or extended beyond the original delivery date specified, except with the Sellers consent and upon terms which will indemnify the Seller against loss.

Inspection

If, upon receipt of the goods covered hereby, such goods appear not to conform to the contract, the Buyer shall notify the Seller of such conditions within ten days from receipt thereof and afford the Seller a reasonable opportunity to inspect the goods. No goods shall be returned without the Seller's consent.

Contingencies

The Seller is not liable for any default or delay caused by any contingency beyond its control preventing or interfering with delivery by the Seller, including but not limited to force majeure, war, strikes, lockouts, fire, accidents, restraints affecting shipping or credit, non-arrival or delay of carriers, floods, storms, or reduced supply of fuel.

Contract

This quotation and any sale which results there from shall be subject to the terms and conditions contained or referred to in Seller's acknowledgment and on this and the other side hereof and constitutes the sole contract between the parties. No waiver, alteration or modification of these terms shall be binding unless in writing and signed by Seller at its General Office in Ponte Vedra Beach, FL. Any action for breach of this contract must be commenced within two years after the cause of action has accrued.



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