

## **Terms & Conditions of Sale**

**WEXCO CORPORATION**, herein called "Seller", offers to sell the company to which this offer is made, herein called the "Purchaser," the products described in this offer, subject to the terms and conditions set forth on the face and back hereof.

**ACCEPTANCE:** Acceptance of this offer by Purchaser is limited to its agreement to the terms and conditions set forth herein and no others, and Purchaser waives any and all inconsistent conditions in its purchase order. Verbal agreements or representations shall not modify the terms and conditions of this offer.

**CLAIMS OF SUITABILITY:** Seller sells its products primarily through non-affiliated and independent resellers, such as distributors, screw manufacturers, and original equipment manufacturers (OEM) of plastic processing machinery. These resellers may have selected and specified the product offered by Seller and they may have made statements about the equipment described in this offer, including its suitability for a particular processing application. Such statements do not constitute warranties from Seller, and shall not be relied upon by Purchaser and are not part of any contract. The entire offer from Seller is embodied in this writing. Upon acceptance by Purchaser, this writing will constitute the final expression of the parties' agreement, and will constitute the complete and exclusive statement of the terms of that agreement.

**PRICES:** The prices quoted become void unless accepted within thirty (30) days from the date of the offer. The 30-day price validity shall be considered Seller's standard offer, however, Seller may specify a different validity period.

**TAXES:** The Seller's quoted prices do not include any local, State, or Federal taxes or duties of any kind, which may be applicable to the sale, use, or any other disposition of the equipment. Consequently, in addition to the prices specified herein, the amount of any present or future taxes or duties mentioned above shall be paid by the Purchaser, or in lieu thereof, the Purchaser shall provide the Seller with a tax-exemption certificate acceptable to the taxing authorities.

**DELIVERY:** The time quoted by Seller for manufacturing the products offered can be stated only approximately at the time the quotation is issued and may be different when Purchaser places the order due to holidays and other factors affecting shop loading and manufacturing. Manufacturing times are "best estimates" and start from the date of receipt of order and complete drawings, specifications and other information required for the work where applicable. Shipments are subject to delays due to strikes, fires, epidemics, industrial disputes, government control and restrictions, war, acts of God, time required for obtaining export license and other causes beyond the Seller's control. The Seller shall not be liable for non-delivery or delays in delivery resulting from any such cause or causes. Unless expressly stated in writing and approved by a company officer, Seller does not offer or accept any form of penalty clause for not meeting estimated delivery times.

Purchaser's receipt of any products from the Seller shall be an unqualified acceptance of, and waiver by Purchaser, of any and all claims with respect to such products on the basis that such products are not the products ordered, or that the products otherwise do not perform to the related order, unless the Purchaser notifies the Seller of such nonconformity within fourteen (14) days after the receipt of the products.

**RISK OF LOSS:** Prices and deliveries are F.O.B. Seller's factory ("Ex Works") unless otherwise agreed to in writing by Seller, and risk of loss shall pass to Purchaser upon delivery to the carrier.

**INSTALLATION:** If Purchaser is not familiar with installing the equipment ordered, the Seller will, at the request and expense of the Purchaser, provide a competent service technician or engineer to supervise the installation of the products sold.

**PATENTS:** Seller, at its own expense, will defend all suits or proceedings instituted against the Purchaser insofar as the same are based on any valid claim that the equipment or apparatus furnished by Seller under this offer or any part thereof constitutes an infringement of any United States of America patent, provided the Purchaser gives to Seller prompt notice in writing of the receipt of notice or infringement and of the institution of the suit or proceedings and permits Seller through its counsel to defend the same and gives Seller all needed information, authority, assistance and cooperation (at Purchaser's expense) to enable it to do so. However, nothing herein shall require the Seller to save the Purchaser harmless in case it is determined that Purchaser's use of the equipment is responsible for the infringement. Furthermore, the Seller shall not be required to save Purchaser harmless in any suit or proceeding alleging an infringement of any United States of America patent, if the Purchaser's specifications were the cause of the alleged infringement.

**CHANGES AND CANCELLATIONS:** All orders based on this offer and accepted by Seller shall be firm. However, if Purchaser requests changes in design or specification of equipment on order, or for any reason stops work-in-progress, Seller's costs of complying with Purchaser's request shall be borne by Purchaser. Further, Seller will, on request of Purchaser, agree to the cancellation in whole or in part of such orders provided that Purchaser compensates Seller for its actual costs, commitments to others and normal overhead, up to the date such request is received by Seller, plus a reasonable profit on all items for which cancellation is requested.

**GENERAL LIMITED 1-YEAR PRODUCT WARRANTY:** The Seller warrants that the products to be delivered hereunder will be free from defects in materials and workmanship for a period of one year from the date of first shipment by Seller. If, within one year from the date of first shipment by Seller, the products do not meet the warranty specified above and the Purchaser notifies the Seller promptly, the Seller agrees, at its option, either to correct any defect in materials or workmanship which may develop under proper or normal use, or replace the products with conforming products, or refund the purchase price, in each case without further liability. This limited warranty does not apply to loss or damage to the products due to abuse, mishandling, accident or failure to follow operating instructions.

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**Extended limited WEAR WARRANTY for WEXCO DUROCAST™ barrels:** Seller warrants that for a period of five (5) years from the date of first shipment by Seller, the Durocast™ barrel will not wear more than .010" (0.254 mm) on the inside diameter. In the event that the barrel bore wears more than .010" during the warranty period, Seller shall either reimburse to Purchaser the full purchase price of the Durocast™ barrel, or shall manufacture and supply (FOB Ex Works) a replacement Durocast™ barrel, as Seller may determine in its sole discretion, and such reimbursement or replacement shall terminate all liability under this warranty. In no event shall Seller be required to reimburse or replace more than once. The Durocast™ extended wear warranty is subject to following exclusions and limitations and to all of Seller's other current "Terms & Conditions of Sale".

Validity of the Durocast™ extended wear warranty is subject to product and process registration with the Wexco Corporation at the time of purchase. The Durocast extended wear warranty does not apply and shall be void if the barrel is used in any of the following circumstances: (a) in commercial recycling processes, (b) in processing recycled plastic resins not certified to be free from contaminants, (c) if contaminants, such as metal particles or other foreign objects were processed, (d) in processing of Fluoropolymers, (e) filler loads in excess of 50%, (f) in powdered metal processes, (g) in processes involving ceramic powders, or micro abrasives less than 400 mesh, (h) in processes involving temperatures in excess of 800° F, (i) in any non-polymer related processes, (j) in processing long-stranded glass materials in excess of ½ inch (12.7mm) length, (k) in processing any other corrosive and/or abrasive materials not expressly approved by Seller in writing at the time of sale. (l) improper installation or alignment, (m) screw failure, (n) improper screw design, (o) use of screw materials not compatible with Durocast™ barrel materials, (p) heating device failure, (p) mechanical failure, or physical abuse. Wexco reserves the right to not offer or sell a Durocast Warranty if it is deemed inappropriate for an application not explicitly excluded in the Warranty.

All claims on the Durocast™ extended wear warranty shall be made in writing to Seller prior to the end of the warranty period, and shall include either the Purchaser's original purchase order number issued to Seller, or Seller's original job number. Purchaser shall also provide pertinent technical details surrounding the claimed failure, including extent of barrel wear, types of material processed with barrel, and Seller shall have the right to verify and inspect barrel, screw and screw tip valve assembly wear at Seller's plant prior to honoring this warranty. Upon Seller's authorization to Purchaser to ship barrel, screw, and tip valve to Seller for inspection (by means of Seller's Merchandise Return Authorization, or "MRA" number), Purchaser shall bear all costs of shipment, freight, and insurance to ship products to Seller.

This Durocast™ extended wear warranty does not apply to defects in any accessories that may have been included with the product sold, such as parts or components not manufactured by the Seller; however, the original manufacturer's warranties, if any, will be passed through to the Purchaser by the Seller.

**REMEDIES AND LIMITATIONS ON LIABILITY:** The parties agree that the Purchaser's sole and exclusive remedy against the Seller for breach of this agreement or the warranties listed above, shall be, at Seller's option, either to correct any defect in materials or workmanship which may develop under proper and normal use, or replace the product with conforming products, both F.O.B. Seller's plant, or refund the purchase price, in each case without further liability. Seller shall not be responsible for loss or damage due to abuse, mishandling, accident or failure to follow operating instructions.

Purchaser expressly agrees that no other remedy shall be available, other than those set forth herein. Seller shall not be liable for delays, deprivation of use, or any other damages, direct, indirect, incidental or consequential, which may result to the Purchaser because the equipment does not operate to Purchaser's satisfaction. Purchaser shall pay for any costs Seller incurs as a result of errors caused by incorrect verbal or written instructions and specifications, including drawings or bills of materials, given to Seller by Purchaser for quoting and manufacturing the product. Seller's reference in any specifications and/or drawings as to speed and/or capacity of the equipment shall be deemed to refer to the designs only. Rate of molding performance is not warranted since it is subject to factors beyond the control of the Seller when the equipment is in operation.

All warranties, expressed or implied in law, are subject to the requirement that repairs are made or attempted solely by Seller or under Seller's supervision, and if repairs are made or attempted to be made by any other person, all warranties, expressed or implied, shall terminate instantly.

**LIMITATION ON WARRANTIES:** The limited warranties contained herein are in lieu of all other warranties, and no other warranties whatsoever, expressed or implied, including the warranties of merchantability or fitness for a particular purpose, apply to the products, and no expressed warranty or guaranty, except as mentioned above, given by any person, firm or corporation with respect to the products shall bind the seller.

**GOVERNING LAW:** This Agreement and all transactions hereunder between Seller and Purchaser shall be interpreted in accordance with the laws (other than laws relating to conflicts of laws), including the Uniform Commercial Code, of the Commonwealth of Virginia. ☞

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