TERMS & CONDITIONS OF SALE

JETSTREAM is the leading manufacturer and supplier of Pumps, replacement parts, supplies, and accessories to the waterblast industry. JETSTREAM is not affiliated with any other waterblast equipment manufacturer.

PRIMARY CONDITION OF SALE:

Due to the extremely high water pressures involved, use of high pressure waterblast equipment and/or supplies constitutes a potential danger to personnel. To minimize this danger and to protect the safety and welfare of the operator and others in the area, all items offered for sale by JETSTREAM will be conveyed to the purchaser only with the understanding that the purchaser agrees to properly train all personnel involved, prior to use, in correct and safe operating procedures, to maintain the condition of the equipment, and to properly supervise its use. Further, should any question arise as to proper installation or use of any item, customer should immediately contact JETSTREAM for specific instructions.

LIMITED WARRANTY:

As a responsible manufacturer, JETSTREAM takes all reasonable and proper design, manufacturing, and quality control precautions to insure that its products are safe for their intended use. JETSTREAM cannot be responsible for the misapplication or incorrect installation of any product.

A limited warranty of 30 days applies to any and all parts manufactured by JETSTREAM made exclusively and totally of metal and sold by JETSTREAM either individually or as a normally separable part of a JETSTREAM manufactured assembly. If an item fails to fit this description then *no warranty,* expressed, written, or implied will apply to that item.

Items not manufactured by JETSTREAM and yet offered by JETSTREAM of sale are subject to the warranty allowance made to JETSTREAM by the original manufacturer.

In all situations involving possible warranty coverage, JETSTREAM must first inspect the item(s) in question. The cost and risk of returning the item(s) to JETSTREAM will be the responsibility of the customer.

Should JETSTREAM determine upon inspection that the item(s) in question has failed during the stated warranty exclusively due to defects in material and/or workmanship, and while under normal and proper use, and having been reasonable and properly installed and maintained, JETSTREAM will, at its option repair or replace such item(s) and reship, F.O.B. our factory.

In all events, any liability is solely limited to the repair or replacement of any warranted item(s) that is reasonably believed by JETSTREAM to be defective in materials and/or workmanship. Normal wear and tear is necessarily excluded as cause for warranty replacement.

This warranty statement is exclusive of all other warranties written, oral, or implied. All other warranties are hereby disclaimed.

PRICES:

Price information is not contained in this catalog. JETSTREAM will furnish current prices by mail or by phone. Quotations, written or verbal are valid for 60 days. JETSTREAM reserves the right to alter prices without notification.

TRADE CREDIT:

Orders will be shipped on open account only to firms whose credit has been approved by JETSTREAM prior to shipment. JETSTREAM may require at any time the submission of a current, signed JETSTREAM credit application or other information pertinent to this topic. JETSTREAM reserves the right to establish credit limits as it sees fit.

TAXES:

Merchandise shipped to destinations within the State of Texas or merchandise conveyed *directly* to the customer within the State of Texas regardless of ultimate destination will be subject to all applicable State of Texas tax laws and customs unless a properly completed tax exemption certificate is on file with us.

MINIMUM ORDER:

Unless prior arrangements are made, the minimum order will be $35.00.

SHIPPING:

All shipments are made F.O.B. our factory. All merchandise becomes the property of the purchaser upon delivery to the agreed upon carrier.

Only freight charges for U.S. MAIL, United Parcel Service (UPS) and Federal Express shipments will be prepaid by JETSTREAM and added to the customers' invoice. Except for certain military shipments, freight charges on all other modes of shipment will be reversed and shipment will be made freight collect.

Certain modes of shipment (e.g. "Express Mail", "Insured Mail", certain bus shipments, and certain others) may require special handling by JETSTREAM'S shipping personnel. JETSTREAM reserves the right to charge an additional handling charge on these shipments (a minimum of

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$15.00). In all cases where this charge applies, JETSTREAM will inform the customer of this fact, at the time the order is placed and/or method of shipment is agreed upon.

INSURANCE:

Unless specifically instructed by the customer to do otherwise. JETSTREAM will automatically insure all shipments on the customer's behalf for full value of the merchandise or to the maximum insurance amount offered by the agreed upon carrier should value of merchandise exceed that amount.

In all cases of loss or damage where the value of the merchandise has exceeded the agreed upon carriers maximum insurance amount, that loss or damage shall be solely borne by the customer.

TERMS:

All invoices, except those that carry special prearranged payment terms, are due and payable 30 days after date of issue. JETSTREAM reserves the right to add interest charges and, where appropriate, additional collection fees (including attorney's fees) to all past due accounts.

No prompt payment discounts will be allowed unless specifically stated on the invoice.

CLAIMS:

Short shipments, damaged, or defective goods must be reported to JETSTREAM promptly upon receipt of shipment. Thus notified, we will help to expedite any claims or adjustments.

RETURNED GOODS:

No item(s) (**standard** or **non-standard**) may be returned without prior approval of JETSTREAM. If merchandise is unsatisfactory because of JETSTREAM error, it will be restocked and proper goods will be shipped. If a **standard** item was incorrectly ordered by the customer, we will immediately ship the proper goods but reserve the right to charge a reasonable restocking charge (minimum of 10%) provided the goods are in resalable, like new condition. **Non-standard** items incorrectly ordered by the customer may not be returned. In all cases, the decision of JETSTREAM is final.

NON-STANDARD ITEMS:

JETSTREAM has primary responsibility to the maintenance of reasonable and proper levels of **standard** inventory items. We recognize, however, that certain **non-standard** items may be required by the customer. We welcome this work to the extent that it does not interfere with the production of **standard** product inventory. Therefore, the design and manufacture of **non-standard** items will be done only as time permits.

Charges for **non-standard** items will be based on actual time and materials spent (with design, engineering, and actual production time being charged at different rates). Prices quoted prior to the completion of any **non-standard** item(s) will be considered as an estimate only and actual prices will be known only after the completion of production. JETSTREAM will do its best to accurately quote price and advise the customer if costs vary significantly from quoted price.

REPAIR POLICY:

JETSTREAM has primary responsibility for maintaining an inventory of **standard** items regularly advertised for sale. Such responsibility necessarily limits our time available for repair. Certain items, for additional reasons of safety, are absolutely excluded from eligibility for repair. Such items include: (1) Repair or re-ending of high pressure hose (not including some flex lances), (2) Rework of replacement parts, (3) Rework of nozzles, (4) Repair of pressure gauges (except Part No. 26140, at our option), and (5) Repair or rework of any high pressure fitting.

In all cases, JETSTREAM will repair an item only at its option, and only after first having inspected the item to determine repairability. All costs and risks associated with shipping the item(s) to JETSTREAM for this inspection will be the responsibility of the customer.

JETSTREAM will repair no item(s) that it did not originally sell.

DESIGN CHANGES:

JETSTREAM reserves the right to make any and all design changes that it deems appropriate without prior notification.

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