

THIS DOCUMENT CONTAINS PIONEER PUMP, LLC AND ALL OF ITS SUBSIDIARIES' (COLLECTIVELY REFERRED TO AS "PIONEER") STANDARD LIMITED WARRANTY, GENERAL SALES POLICIES AND CONTROLLING TERMS AND CONDITIONS. THIS STANDARD LIMITED WARRANTY, GENERAL SALES POLICIES AND CONTROLLING TERMS AND CONDITIONS SHALL NOT BE ALTERED OR AMENDED EXCEPT PURSUANT TO AN AUTHORIZED PIONEER EXTENDED WARRANTY.

PIONEER Standard Terms & Conditions are subject to change at any time. The latest version is available at [pioneerpump.com](http://pioneerpump.com)

## **A. EFFECTIVE DATE AND NO AGREEMENT OR AMENDMENTS**

This document and its provisions are effective as of 7/1/2018 and valid until further written notice from PIONEER. This document and its provisions shall supersede any and all pre-existing sales policies, terms and conditions, and standard limited warranties issued by PIONEER, whether in writing or orally. This document does not reflect an offer or an agreement to sell PIONEER products to any person or entity and should not be construed as such.

## **B. GENERAL SALES POLICIES AND CONTROLLING TERMS AND CONDITIONS**

PIONEER OBJECTS TO, AND SHALL NOT BE BOUND BY, ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS, WHETHER PRINTED OR OTHERWISE AND REGARDLESS OF WHETHER SUCH ADDITIONAL TERMS OR CONDITIONS ARE IN PURCHASER'S PURCHASE ORDER OR IN ANY OTHER COMMUNICATION FROM PURCHASER TO PIONEER. The terms and conditions appearing in this agreement together with PIONEER's standard or custom product specifications (if applicable), constitute the entire agreement between PIONEER and Purchaser. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by PIONEER to the extent they differ from, modify, add to or detract from this agreement shall not be binding upon PIONEER. There are no other agreements, promises or understandings, either verbal or written, which are not fully expressed in this agreement. No statements, recommendations or assistance by either party have been relied upon by either party or shall constitute a waiver by either party of any of the provisions hereof. This agreement may be amended or altered only if agreed to in writing, signed by the party against which any such amendment or alteration is asserted.

### **a. Acceptance and Payment**

PIONEER reserves the right to reject and refuse to process a purchase order for any reason whatsoever. If a Purchase Order (PO) or a line item contained in a PO is cancelled by the Purchaser after PO acceptance by PIONEER, PIONEER reserves the right to apply cancellation charges of up to fifty percent (50%) of the PO price of the cancelled item(s).

The due date of payment shall be measured from the invoice date. Terms are net thirty (30) days from date of invoice of each shipment, unless otherwise stated. Any portion of the purchase price which is not paid in accordance with applicable payment terms shall accrue interest at a rate equal to one and one-half percent (1 ½%) per month or the highest rate allowed by law, plus any attorney fees and other costs associated with collections. PIONEER shall apply payments received against outstanding invoices and/or interest charges at its discretion.

### **b. Prices and Taxes**

All prices and discounts are subject to change by PIONEER, with or without prior notice. Prices and discounts applicable to unshipped quantities of existing purchase orders, as well as to new purchase orders, shall be those in effect at the time of shipment.

A representation by Purchaser of facts, upon which PIONEER relies in basing applicable discount or term of sale, shall be taken as a representation that such facts are true; and PIONEER shall have the right to revise any price or discount, including products already shipped, invoiced, or paid, should such representations be untrue.

All prices are net of, and do not include, any federal, state, or local income, property, sales, use, excise, value-added, or other taxes, all of which shall be the responsibility of, and paid by, Purchaser.

### **c. Quotations**

No price quotations for PIONEER products shall be binding on PIONEER unless confirmed in writing by PIONEER. Prices so quoted will be binding on PIONEER for ninety (90) days from the date of the price quotation unless noted in the quotation by PIONEER. Price quotations do not include accessories or components not supplied by PIONEER. Clerical errors on any price quotations are subject to correction by PIONEER. Quotations are subject to change by PIONEER with notice to Purchaser.

**d. Delivery**

Shipments may be made by common carrier, unless otherwise specified. Special arrangements, such as air freight, parcel shipment, overnight delivery and special packaging requirements must be specifically requested by Purchaser and, unless agreed to in writing by PIONEER, will be at Purchaser's expense.

Any dates or schedules specified for the delivery of goods covered hereby are approximate only and are based upon then existing conditions and/or conditions reasonably anticipated through each shipping date. In addition to the limitation on damages described herein, PIONEER shall not, under any circumstances be liable for any loss, cost, expense, delay, damage, inconvenience, or consequential damages for failure (however caused) to meet a specific shipping date, or for any delay, loss, or damage in transit, or due to the unavailability of sufficient products to fill a purchase order. PIONEER reserves the right to allocate available inventories among its customers, including Purchaser, in the event that such inventories are inadequate to meet demand.

Pioneer will deliver product in accordance with the terms and requirements of Incoterms 2010 FCA shipping point unless alternative terms are agreed to in writing. Title to the product shipped shall pass to Purchaser when PIONEER delivers such goods (i) to the carrier for delivery to Purchaser or (ii) to the dock for export shipments to Purchaser, and all risks of damage, loss, or delay shall thereupon pass to Purchaser. PIONEER shall promptly, after shipment, notify Purchaser that the goods have been delivered to the carrier or to the dock and shall furnish Purchaser with all documents, if any that are required to enable Purchaser to obtain possession of the product.

**C. STANDARD LIMITED WARRANTY**

LIMITED WARRANTY: Except as set forth in an Extended Warranty, two (2) years from the date of shipment for pumps and pump packages, and one (1) year from date of shipment for parts, Pioneer warrants to the purchaser of Pioneer's manufactured products that, for the applicable warranty period, the products purchased will (i) be free from defects in workmanship and material at the time of shipment, (ii) conform to the specifications published or unless agreed to in writing between the purchaser and Pioneer. This limited warranty extends only to products purchased directly from Pioneer.

If a failure to conform to purchaser's specifications or a defect in materials or workmanship is discovered during the warranty period, Pioneer must be notified in writing within thirty (30) days of such discovery.

- a.** THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR PIONEER'S BREACH OF ITS OBLIGATIONS HEREUNDER, INCLUDING BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR OTHERWISE, UNLESS PROVIDED ON THE FACE HEREOF OR IN A WRITTEN INSTRUMENT MADE PART OF THIS LIMITED WARRANTY, SHALL BE FOR THE PURCHASE PRICE PAID TO PIONEER FOR THE NONCONFORMING OR DEFECTIVE PRODUCT OR FOR THE REPAIR OR REPLACEMENT OF NONCONFORMING OR DEFECTIVE PRODUCT, AT PIONEER'S ELECTION. ANY PIONEER PRODUCT WHICH PIONEER DETERMINES TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE, AT PIONEER'S SOLE OPTION, REPAIRED, REPLACED, OR A REFUND OF THE PURCHASE PRICE PAID. Some states do not allow limitations on how long an implied warranty lasts, therefore, the limitations and exclusions relating to the products may not apply.
- b.** WITHOUT LIMITING THE GENERALITY OF THE EXCLUSIONS OF THIS LIMITED WARRANTY, PIONEER SHALL NOT BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY FOR ANY AND ALL (i) INCIDENTAL EXPENSES OR OTHER CHARGES, COSTS, EXPENSES (INCLUDING COSTS OF INSPECTION, TESTING, STORAGE, OR TRANSPORTATION) OR (ii) DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL DAMAGES, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST TIME AND LOST BUSINESS OPPORTUNITIES, REGARDLESS OF WHETHER PIONEER IS OR IS SHOWN TO BE AT FAULT, AND REGARDLESS OF WHETHER THERE IS OR THERE IS SHOWN TO HAVE BEEN A DEFECT IN MATERIALS OR WORKMANSHIP, NEGLIGENCE IN MANUFACTURE OR DESIGN, OR A FAILURE TO WARN.
- c.** Pioneer's liability arising out of the sale or delivery of its products, or their use, whether based upon warranty contract, negligence, or otherwise, shall not in any case exceed the cost of repair or replacement of the product and, upon expiration of any applicable warranty period, any and all such liability shall terminate.
- d.** Without limiting the generality of the exclusions of this limited warranty, PIONEER does not warrant the adequacy of any specifications provided directly or indirectly by a purchaser or that PIONEER's products will perform in accordance with such specifications. This limited warranty does not apply to any products that have been subject to misuse (including use in a manner inconsistent with the design of the product), abuse, neglect, accident or improper installation or maintenance, or to products that have been altered or repaired by any person or entity other than Pioneer or its authorized representatives.

- e. This limited warranty does not cover parts that by nature of their function require replacement as the result of normal wear and tear, including but not limited to, seals, wear rings, wear plates, or other parts subjected to abrasion, cavitation, or corrosion, unless a defect in materials or workmanship can be determined by Pioneer.
- g. With respect to all products manufactured by Pioneer, the following conditions automatically void this limited warranty:
  - 1. Corrosion due to aggressive pumping conditions.
  - 2. Improper voltage supply.
  - 3. Physical damage that is the result of misuse, mishandling, or freight or shipping damage.
  - 2. Damage caused by disasters such as fire, flood, wind, or lightning.
  - 3. Damage caused by unauthorized modifications or attachments.
  - 4. Corrosive or abrasive wear outside the normal use of the product.
  - 5. Lightning damage (often referred to as high voltage surge damage).
  - 6. Electrical failures due to the use of non-approved overload protection.
  - 7. Unauthorized disassembly.
  - 8. Improper flange loading.
  - 9. Cavitation.

Prior authorization must be received from Pioneer prior to any service work on any product by third parties. Failure to obtain prior authorization shall void this warranty.

**Third Party Field Service.** No statements regarding warranty coverage made by any third party shall be binding on Pioneer.

## **D. MISCELLANEOUS**

### **a. Compliance with Laws, Ordinances and Regulations**

PIONEER shall use reasonable efforts to cause the products to comply with federal safety, health and environmental regulations and insurance codes. However, PIONEER shall not be responsible for compliance of the products with local interpretations of such federal regulations or insurance codes, nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the products are to be used, unless such responsibility shall be expressly assumed by PIONEER in writing.

### **b. Change of Design**

PIONEER shall be entitled to make any and all changes in details of design, construction or arrangement of the product as PIONEER in its sole discretion determines will constitute an improvement upon the product or any specifications or designs previously furnished to the Purchaser.

### **c. PIONEER Remedies**

In addition to and notwithstanding any other remedy to which PIONEER may be entitled by law, in the event of Purchaser's breach of its obligations hereunder, or if Purchaser should cancel a purchase order, in whole or in part, or refuse to accept the products shipped hereunder, or wrongfully rejects or revokes its acceptance of products shipped that conform to a purchase order, Purchaser shall pay for, and PIONEER shall be entitled to recover from Purchaser, all special engineering, design, tooling, manufacturing, storage, or transportation costs incurred in connection with PIONEER's performance of the purchase order.

### **d. Infringement**

With respect to PIONEER's own standard designs and specifications, or specialty products which PIONEER has engineered and designed, PIONEER shall defend, indemnify and hold Purchaser harmless from and against any loss, damage, cost or expense arising out of any third-party claims for patent or trademark infringement relating to such products, so long as Purchaser promptly notifies PIONEER in writing of any such claim and gives PIONEER such authority, information and assistance as PIONEER may request in connection with the defense thereof.

Purchaser shall defend, indemnify and hold PIONEER harmless from and against any loss, damage, costs or expenses arising out of any claims of patent or trademark infringement relating to products manufactured by PIONEER in accordance with any designs or specifications furnished by Purchaser.

**e. Special Tooling**

Any special tools, dies, jigs, molds, or other equipment manufactured or purchased by PIONEER, regardless of whether included as part of PIONEER's pricing, shall remain PIONEER's exclusive property.

**f. Confidentiality**

All commercial, financial or technical information furnished by PIONEER shall be considered confidential and Purchaser shall not disclose any such information to any other person or use such information itself for any purpose other than the re-sale or the intended use of the products. This Section shall apply to drawings, specifications or other documents prepared by us. Unless otherwise agreed in writing, no information disclosed in any manner or at any time by Purchaser to PIONEER shall be deemed secret or confidential, and Purchaser shall have no rights against PIONEER with respect thereto, except such rights as may exist under applicable patent laws.

**g. Independent Contractors**

PIONEER and Purchaser are independent contractors and neither has the authority to assume or to create any obligation on behalf of or in the name of the other.

**h. Set Off**

PIONEER shall be entitled to set off any amount or apply any sum due from Purchaser to PIONEER or any other affiliated company of PIONEER.

**i. Force Majeure**

PIONEER shall not be responsible or liable for any delays or failures in manufacture or delivery due to any cause or condition beyond the reasonable control of PIONEER. PIONEER shall not be responsible or liable for any delays or failures to deliver or to perform its contractual responsibilities if due to causes beyond its reasonable control or the reasonable control of its suppliers, or due to acts of God, acts of civil or military authority, judicial action, fires, strikes, floods, wars, transportation delays, or inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities. In the event of such a condition or circumstance, PIONEER shall have the right, at its option, to cancel any purchase orders or any part thereof without any resulting liability.

**j. Applicable Law**

The terms and conditions expressed herein shall be construed and its performance governed by the internal laws (as opposed to conflicts of law provisions) of the State of Texas.

**k. Headings**

All headings or captions used herein are for convenience of reference only and shall not limit or define these terms and conditions.

**l. Interpretation**

Whenever the term "include" or "including" is used in this document or any document referenced in this document, it shall mean "including, without limitation," (whether or not such language is specifically set forth) and shall not be deemed to limit the range of possibilities to those items specifically enumerated. The words "hereof", "herein" and "hereunder" and words of similar import refer to this document and any document referenced in this document as a whole and not to any particular provision. Terms defined in the singular have a comparable meaning when used in the plural and vice versa.