MCCB TECHNOLOGIES

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GENERAL TERMS AND CONDITIONS OF SALE & LIMITED PRODUCT WARRANTY

These General Terms and Conditions of Sale (“Terms”) apply to quotations, sales and supply of industrial valves, components, equipment and related products (“Products”) by MCCB Technologies (“Seller”) to the purchasing customer (“Buyer”), unless otherwise expressly agreed in writing by authorized representatives of the parties.

1. QUOTATIONS, PRICES AND ORDER ACCEPTANCE

1.1. Quotations are valid for thirty (30) calendar days from issuance unless otherwise specified. Prices are in United States dollars (USD) unless stated otherwise.

1.2. All orders are subject to Seller’s written acceptance. Seller may correct clerical errors and revise or withdraw quotations before acceptance.

1.3. Additional or conflicting terms in Buyer’s purchase orders or other documents are objected to and shall not become part of the agreement unless expressly accepted in writing by Seller, subject to applicable law.

1.4. Changes in technical requirements, special materials, manufacturing scope, inspection or certification after acceptance require written agreement on any effect on price and schedule.

2. PAYMENT TERMS

2.1. Payment is due as stated in the accepted quotation or order acknowledgment. Unless otherwise stated, payment shall be 100%in advance before order release.

2.2. If partial advance payment is agreed, the balance is due before shipment unless otherwise agreed in writing. Production and shipment may be conditioned on receipt of payments and required approvals.

2.3. Overdue amounts may bear interest at 1% per month or the maximum lawful rate, whichever is lower. Buyer is responsible for legally recoverable collection costs and reasonable attorneys’ fees to the extent permitted by law.

2.4. Seller may suspend future performance or shipments for material nonpayment or reasonable credit concerns, subject to applicable law and any agreed notice requirements.

3. DELIVERY, FREIGHT AND TRANSFER OF RISK

3.1. Delivery terms are as specified in the accepted quotation or order acknowledgment. Where Incoterms are used, the rule, named place or port, and Incoterms® 2020 edition shall be stated.

3.2. Delivery lead times are estimates unless expressly identified as firm contractual commitments. Lead times may depend on order acceptance, advance payment, drawing approval, manufacturing and transportation.

3.3. Freight, insurance, packing, export/import clearance, transfer of risk, and costs are governed by the accepted delivery term and any specific written agreement. Partial shipments may be made unless prohibited in writing.

4. TAXES, DUTIES AND IMPORT CHARGES

Unless expressly included in the accepted price, sales, use and similar taxes, import duties, customs assessments, tariffs and governmental charges will be allocated to Buyer to the extent permitted by law and consistent with the agreed delivery term.

5. LIMITED PRODUCT WARRANTY

5.1. Seller warrants that Products supplied shall be free from defects in original materials and workmanship attributable to manufacture, subject to these Terms and the accepted technical specifications.

5.2. Unless otherwise expressly agreed, this limited warranty lasts twelve (12) months from initial installation or commissioning, or eighteen (18) months from shipment by Seller, whichever occurs first.

5.3. Warranty coverage requires proper transportation, handling, preservation, storage, installation, operation and maintenance in accordance with applicable manufacturer instructions, accepted specifications and operating limitations.

5.4. This limited warranty is not a guarantee of uninterrupted operation, a fixed service life or fitness for unapproved process conditions. It does not extend to unauthorized repairs or modifications.

5.5. Products sold under MCCB private-label arrangements may be manufactured by approved third-party factories. MCCB remains responsible for its express contractual obligations to Buyer, subject to these Terms.

6. WARRANTY EXCLUSIONS AND STORAGE REQUIREMENTS

6.1. Products must be stored in covered, clean, dry, suitably protected facilities away from rain, flooding, excessive humidity, aggressive atmospheres and corrosive substances. Maintain original protective covers, plugs, flange protectors, coatings and packing as appropriate until installation.

6.2. Buyer shall follow factory preservation instructions, including periodic inspections and maintenance for long-term storage where applicable.

6.3. Warranty does not cover deterioration or defects to the extent caused by improper storage or outdoor exposure; mishandling; improper installation or commissioning; operation beyond specified pressure, temperature or fluid limits; erosion, cavitation, incompatible service media; misuse; negligence; accident; inadequate maintenance; or unauthorized repairs and alterations.

6.4. Normal wear of seats, seals, packing and other wearing parts is excluded, except where a manufacturing defect covered by this warranty is established. Corrosion or deterioration attributable to a covered material or manufacturing defect is not excluded merely because corrosion occurred.

7. WARRANTY CLAIMS AND EXCLUSIVE REMEDIES

7.1. Buyer shall promptly notify Seller in writing after discovering a suspected defect and provide order number, product identification, photographs, service conditions and reasonably available supporting documentation.

7.2. Buyer shall preserve affected Products and give Seller and the factory a reasonable opportunity to investigate. Do not undertake destructive testing, modification or repair without prior authorization, except as reasonably necessary for immediate safety or damage prevention.

7.3. For a confirmed covered defect, Seller may elect to repair the affected Product, replace it with an equivalent conforming Product, or refund the price paid for the affected Product, subject to applicable law. These are intended as Buyer’s exclusive contractual warranty remedies.

7.4. Field removal, dismantling, reinstallation, field labor, crane or equipment rental, shutdown and related expenses are not included unless expressly agreed or required by law.

7.5. Seller must approve warranty return and freight arrangements in advance. For an accepted claim, Seller shall bear the reasonable transportation expenses expressly authorized for the agreed remedy. Remedies will be provided within a commercially reasonable period.

8. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER

8.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY HEREIN OR AN EXPRESS WARRANTY SEPARATELY ACCEPTED IN WRITING BY SELLER, SELLER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF PRODUCTION, INTERRUPTION OF BUSINESS OR LOSS OF USE.

8.3. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER'S AGGREGATE CONTRACTUAL LIABILITY FOR CLAIMS RELATED TO A PRODUCT SHALL NOT EXCEED THE PRICE ACTUALLY PAID TO SELLER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM.

8.4. Nothing in these Terms excludes any liability that cannot lawfully be excluded or limited.

9. INSPECTION, SHORTAGES AND NONCONFORMITIES

9.1. Buyer shall inspect Products within a reasonable period after receipt. Buyer should report apparent shipping damage, shortages, incorrect quantities and visible discrepancies in writing within ten (10) calendar days, supported by relevant evidence.

9.2. Hidden defects and warranty claims are governed by the applicable warranty and notification provisions, not the ten-day reporting period. Buyer shall allow Seller a reasonable opportunity to inspect an alleged nonconformity before unauthorized disposal or modification.

10. RETURNS, CANCELLATIONS AND SPECIAL ORDERS

10.1. No return is permitted without advance written approval and a Return Goods Authorization (RGA). Requests for return of eligible standard inventory may be considered within 180 days from shipment.

10.2. Approved returns of conforming standard inventory must be unused, complete, undamaged and resalable, and are subject to a 15% restocking charge plus applicable freight, inspection and reconditioning costs.

10.3. Custom-manufactured, special-order, modified, nonstandard and buyout Products are nonreturnable and noncancelable after order acceptance unless Seller agrees in writing or applicable law requires otherwise.

10.4. Approved cancellation of standard inventory may incur applicable committed costs. Approved cancellation of special orders may result in charges up to 100% of order value based on the work and nonrecoverable commitments incurred.

10.5. Restocking and cancellation charges do not override statutory or contractual remedies for Products confirmed defective or nonconforming.

11. TECHNICAL SPECIFICATIONS, DRAWINGS AND APPROVALS

11.1. Products shall conform to the specifications, materials, dimensions, codes, standards, drawings and documentation expressly identified in the accepted order.

11.2. API, ASME, ASTM, MSS, ISO, NACE and other compliance or certification requirements apply only when incorporated into the accepted order or otherwise required by applicable law. Manufacturer reports or certifications shall be provided as specifically agreed.

11.3. Where drawing approval is required, the manufacturing lead time begins after required approval and satisfaction of payment and technical prerequisites.

11.4. Buyer must provide accurate operating conditions and service requirements. Seller remains responsible for accepted specifications. Post-acceptance changes require a written agreement on pricing and schedule.

11.5. Technical drawings, proprietary documents and information remain the property of their respective owners unless expressly agreed otherwise.

12. FORCE MAJEURE

Neither party shall be liable for failure or delay (other than payment of amounts already due) to the extent caused by events beyond its reasonable control, including natural disasters, war, sanctions or government actions, labor disruption, epidemic, transportation interruption or material supply-chain disruption. The affected party shall notify the other reasonably promptly and take commercially reasonable mitigation steps. Prolonged disruption will be addressed through an agreed resolution of completed Products, commitments and advance payments.

13. EXPORT CONTROL AND TRADE COMPLIANCE

Buyer and Seller shall comply with applicable U.S. export controls, sanctions and mandatory trade laws. Buyer shall not divert, re-export or transfer Products in violation of applicable restrictions. Seller may refuse or suspend performance if completing the transaction would violate such laws.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1. These Terms and related sales contracts are governed by Texas law, excluding conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

14.2. Subject to applicable law and any separately agreed dispute procedure, state or federal courts located in Harris County, Texas shall have exclusive jurisdiction; each party consents to those courts to the extent permitted by law.

15. ENTIRE AGREEMENT, PRECEDENCE AND SEVERABILITY

15.1. The accepted quotation, written order acknowledgment, these Terms and expressly incorporated technical documents together form the parties' agreement. Any specially negotiated signed terms take precedence, followed by the accepted order acknowledgment, accepted quotation and these standard Terms, unless the parties expressly agree otherwise.

15.2. Modifications or waivers require written agreement by authorized representatives. Failure to enforce a term once does not waive its future enforcement.

15.3. If any provision is unenforceable, the remaining provisions continue to the extent permitted by law. These Terms are intended solely for commercial and industrial transactions, not consumer sales.

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