

Petroflex NA – Terms and Conditions of Sale

Effective Date: 4/30/25

These Terms and Conditions of Sale (“Terms”) govern all sales of products by Petroflex NA (“Seller”) to any purchaser (“Buyer”). By placing an order with Seller, Buyer agrees to be bound by these Terms, unless otherwise agreed in writing by both parties.

1. Orders and Acceptance

All orders are subject to acceptance by Petroflex NA. An order is deemed accepted only upon written confirmation by Petroflex NA. All verbal commitments, quotes, and representations must be confirmed in writing to be binding. Quotes have a 30 day expiration from the time that they are generated, unless otherwise stated on the product quotation. This will be listed at the bottom of each individual quote.

2. Prices and Payment Terms

All prices are quoted in U.S. Dollars unless otherwise stated. Quoted prices include an estimate for taxes, duties, shipping, or handling charges, which are the responsibility of the Buyer unless otherwise specified on the product quotation. Payment terms are net [30] days from the date of invoice unless otherwise agreed in written terms.

3. Lead Times

Standard lead times vary based on product type, order volume, and current production capacity. Estimated lead times will be provided at the time of order confirmation. Petroflex NA will make reasonable efforts to meet quoted lead times but shall not be liable for delays due to causes beyond its control, including but not limited to raw material shortages, transportation delays, labor issues, or force majeure events. In event of delays Petroflex will update customers within a reasonable time to update them on committed timelines. Please review confirmation carefully & notify PNA immediately of any discrepancy. Purchase Orders will be invoiced 30 days after completion of production. Production & Shipment Policy: Any changes to the production or shipment schedule require a minimum of 14 days notice prior to the estimated production start date. Requests for expedited processing or advanced delivery within 14 days of the estimated production start date will be subject to a \$1,500 rush order surcharge. Note: Customer supplied cable MUST be received by the Petroflex Cable Department no later than 14 days BEFORE the scheduled production date. Failure to do so will result in your order being rescheduled for production at a later date.

4. Expedite Requests

Buyers may request expedited production or shipping for an additional fee of \$2,500. Acceptance of an expedite request is at the sole discretion of Petroflex NA and is subject to current manufacturing capacity. Any agreed expedite charges will be communicated and invoiced separately. Expedited orders are non-cancellable and non-returnable unless otherwise agreed in writing.

5. Return Policy

Petroflex NA does not accept returns of custom or made-to-order products. For standard products, return requests must be made in writing within 15 days of delivery and are subject to approval at Petroflex NA's sole discretion. Approved returns are subject to a restocking fee of up to 35% and must be returned unused, undamaged, and in their original packaging. The Buyer is responsible for return shipping costs, as well as original shipping costs, unless the return is due to a confirmed error by Petroflex NA.

6. Shipping and Delivery

Delivery terms are FOB Shipping Point unless otherwise stated. Title and risk of loss pass to Buyer upon shipment. Petroflex NA is not responsible for shipping delays or damages in transit. Shipping dates are estimates only and not guaranteed.

7. Warranty

Petroflex NA warrants that its products shall be free from defects in materials and workmanship for a period of [12] months from the date of shipment. This warranty does not cover damage caused by misuse, improper installation, or modifications not approved by Petroflex NA. Liability under this warranty is limited to repair or replacement of defective products.

8. Limitation of Liability

In no event shall Petroflex NA be liable for any indirect, incidental, special, or consequential damages, including loss of profits, even if advised of the possibility of such damages. Total liability shall not exceed the purchase price of the product giving rise to the claim.

9. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of [Insert State], without regard to conflict of law principles. Any disputes arising under these Terms shall be resolved in the courts of [Insert County/State].

10. Entire Agreement

These Terms, together with the order confirmation, constitute the entire agreement between the parties and supersede all prior oral or written communications regarding the subject matter.

11. Force Majeure

Petroflex NA shall not be liable for any delay or failure in performance arising from acts beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, pandemics, natural disasters, fire, government actions, shortages of materials or transportation, or any other cause beyond its reasonable control. In such cases, Petroflex NA's time for performance shall be extended by the period of delay.

12. Acceptance and Acknowledgment

By continuing to do business with Petroflex NA the customer accepts these terms and conditions.