

**TERMS AND CONDITIONS APPLICABLE TO ALL PURCHASE ORDERS
ACCEPTED BY
FAIRCHILD INDUSTRIAL PRODUCTS COMPANY**

Edition Notice

Sixth edition, July, 2006. This edition supersedes all previous editions of the Fairchild Industrial Controls Parts Price List.

Disclaimers

Fairchild Industrial Products Company ("Fairchild") is not responsible for errors, omissions or any changes in this document not initiated by Fairchild or caused by any translation. Please refer to our Legal Notice.

Warning:

These products are intended for use in industrial and process control compressed air and inert gas systems only. Do not use these products where pressures and temperatures can exceed those listed under the specifications. Consult the factory before using these products with gasses other than air for non-industrial applications, for life-support systems, or in other applications that are not within the published specifications. Fairchild reserves the right to discontinue the manufacture of any product or to change product materials, design, or specifications without notice. Fairchild is not responsible for errors in or omissions from this document.

Terms of Sale

Seller's execution, acceptance or acknowledgment of any Buyer's Purchase Order is expressly conditional upon acceptance by Buyer of all terms and conditions delineated herein as well as those delineated in the "Terms and Conditions" heading of the "GENERAL" information section of Fairchild's web site "contact us" page, found at www.fairchildproducts.com/contactus.htm, which are hereby incorporated into this agreement and accepted by the buyer in lieu of any similar or identical terms. A hard copy of Fairchild's full terms and conditions is available upon written request to Fairchild, at the address shown on the front and/or back cover of this price book. Any other terms in Buyer's Purchase Order limiting agreement to Buyer's terms are hereby rejected. Buyer's acceptance of the Fairchild's full terms and conditions is assumed unless Seller is notified, in writing, prior to commencement of effort or delivery of articles, or either, in whole or part. Orders are subject to acceptance at the factory. If any other terms have been submitted by the Buyer, they are rejected and the conditions of Fairchild Sales contained in the Order Acknowledgment shall prevail. Buyer shall notify Fairchild within five (5) days of Acknowledgment of intent to reject these terms. All prices are in U.S. dollars, F.O.B. Winston-Salem, NC, Net 30 days. Prices are subject to change without notice.

Taxes

The prices stated herein are exclusive of United States Federal, State, and Local Taxes; Excises or other charges relating to the subject matter hereof. All export or import duties charged by the country of origin or destination shall be assumed and paid for by Buyer. The Buyer shall reimburse Seller for all sales and use taxes which Seller may be required to pay any government in connection with the sale of the Products or Buyer's use thereof. Buyer agrees to pay all property taxes which may be levied, assessed, or charged against or upon any said Products on or after the date of actual shipment. If claim is made against Seller for such tax, Seller shall, at Buyer's expense, take such action as Buyer may reasonably direct with respect to such asserted liability and shall not pay the tax except under protest, if necessary. If payment is made, Seller shall, at Buyer's expense, take such action as Buyer may reasonably direct to recover such payment and shall, if requested, permit Buyer to use Seller's name to file claims or commence an action to recover payment.

Cancellation

Once orders are accepted by the Seller and acknowledged to the Buyer they may not be countermanded except with Seller's consent. Approved cancellations are subject to a cancellation charge. As follows:

Date	Cancellation Charge (as % of order value)
Due date	95%
1 to 2 days prior	85%
3 to 5 days prior	60%
> 5 days prior	20%

All "Z" part numbers are unique or special items which are specially manufactured by Seller expressly for Buyer and as such, are non-cancelable items.

Return of Goods

No goods may be returned without the Seller's consent as evidenced by the assignment of an authorizing return goods number. Goods authorized for return are subject to a restocking charge.

Product Warranty

The Seller expressly warrants that all Seller's products will be free from defects in workmanship and materials. This warranty shall be effective for a period of **two years** from the date of shipment, shall run to Buyer and Buyer's customers and shall oblige Seller to replace or repair, without charge, any Seller's product that has been subject to normal anticipated use and which has proved defective. Seller is not responsible for any incidental damage to the product, expense caused by the installation of the product, expenses incurred by loss of use of the product or use of the product by the Buyer or Buyer's customer. This warranty does not apply to any product that shows evidence of having been abused or misused, after shipment, or which has been repaired or disassembled by the Buyer or by parties other than Seller. Returned products will not be accepted without prior consent of Seller. Return to Seller of such products and delivery to Buyer of any corrected or replaced products shall be at Buyer's expense.

Terms

Orders are subject to acceptance at factory. All prices are F.O.B. Winston-Salem, NC. Net thirty (30) days on Orders shipped to the United States of America and Net forty-five (45) days on other orders. Prices are subject to change without notice.

Legal Notice

The information set forth in this document shall not be modified, amended, or translated in any respect without prior written consent of Fairchild Industrial Products Company. In addition, the information set forth herein shall be furnished with each of Buyer's products sold incorporating Fairchild's product as a component thereof.

Trademarks

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The minimum order charge is \$250.00. For other items, refer to the factory.