

Terms:

****Parts highlighted in grey are not eligible for rebates. Please contact dealer to obtain the price.***

General

The terms and conditions specified in conjunction with the Quote Form cover page and any other attachments shall form the entire contract between Seller and Buyer and shall supersede all communications (whether written or oral) between Seller and Buyer prior to Seller's final acceptance of the Buyer's order. No person has authority to modify these conditions orally and no modification of these conditions shall be binding on Seller unless such modification is duly agreed to by Seller in writing.

Confidential Data

All written information disclosed in this agreement is confidential and proprietary. No part of this agreement may be disclosed to any third parties without the consent of the Supplier.

Conditions

All prices are FOB the designated facility unless otherwise noted.

The Seller reserves the right to review all active quotes periodically and provide 30 days written notification in the event of a quote revision.

Expiration of Quotation

Seller reserves the right to reevaluate this Quotation if acceptance is not received within ninety (90) days of the Quotation date, or Expiration Date.

Packaging

Standard Seller packaging unless otherwise specified.

Freight

All Freight is collect and the customer is responsible for advising Seller if a specific carrier is to be used.

Sundry Charges

Charges for sundry items, such as special shipping instructions and palletization, are subject to customer needs and requirements.

Expedite Charges

Expedite Charges incurred by Seller necessary to achieve within lead time adjustments to orders will be the responsibility of Buyer. These charges may include, but not limited to the following; Air Freight from component suppliers to Seller, Air Freight of finished goods to Buyer, Supplier expedite set up charges, Seller expedite set up charges, supplier line break-in charges, Seller line break-in charges, Supplier overtime charges, and Seller overtime charges.

Taxes

Taxes, such as sales tax, processing tax, excise tax, and the like, now and hereinafter imposed by any government agency upon the material specified. If paid or required to be paid by the Seller, shall be added to the price payable by the Buyer under this quotation.

Materials

The Seller reserves the right for quote revision if the cost to manufacture or the technology used to manufacture the quoted goods changes from earlier quote revisions.

Quality

Quality Assurance should be immediately contacted if a question arises regarding specifications and Return Authorizations (RA). Seller will then advise the shipping destination for return of such products in their original container.

Delivery

Delivery dates are estimates only and Seller shall not be liable to the Buyer for any liability claims for loss or expense or consequential damage on account of any failure to make on time delivery.

Liability

Liability is limited to amount not in excess of original purchase price paid for the products purchased, and Seller shall not be liable for any loss or damage directly or indirectly arising from the use of its products or for consequential damages.

Warranty

The Cummins Filtration standard warranty applies.

Force Majeure

Supplier shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond Supplier's reasonable control, including but not limited to any act of God, act of Buyer, embargo or other governmental act, regulation or request, fire, explosion, flood, hurricane, accident, strike, slowdown, war, act of terrorism, riot, delay in transportation, equipment failure, inability to obtain necessary labor, equipment, materials or manufacturing facilities, or failure of usual sources of supply or usual modes of transportation. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. Buyer's exclusive remedy for other delays and for Supplier's inability to deliver for any reason shall be rescission of the underlying purchase order or release.