

January 1, 2022

**ONE YEAR WARRANTY**

CORKEN, INC. warrants that its products will be free from defects in material and workmanship for a period of one year from date of installation, provided that the warranty shall not extend beyond twenty-four (24) months from the date of shipment from CORKEN. If a warranty dispute occurs, the DISTRIBUTOR may be required to provide CORKEN with proof of date of sale. The minimum requirement would be a copy of the DISTRIBUTOR'S invoice to the customer.

CORKEN products which fail within the warrant period due to defects in material or workmanship will be repaired or replaced at CORKEN's option, when returned, freight prepaid to CORKEN, INC., 9201 North I-35 Service Road, Oklahoma City, Oklahoma 73131.

Parts subject to wear or abuse, such as mechanical seals, blades, piston rings, valves and packing, and other parts showing signs of abuse, neglect or failure to be properly maintained are not covered by this limited warranty. Also, equipment, parts and accessories not manufactured by CORKEN but furnished with CORKEN products are not covered by this limited warranty and the purchaser must look to the original manufacturer's warranty, if any. This limited warranty is void if the CORKEN product has been altered or repaired without the consent of CORKEN.

All implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, are expressly negated to the extent permitted by law and shall in no event extend beyond the expressed warranty period.

CORKEN DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL DAMAGES DUE TO BREACH OF ANY WRITTEN OR IMPLIED WARRANTY ON CORKEN PRODUCTS. In no event will CORKEN be liable for lost production, damage, or loss to persons, property, labor, travel expense, and/or consequential damages. Transfer of toxic, dangerous, flammable or explosive substances using CORKEN products is at the user's risk. Experienced, trained personnel in compliance with governmental and industrial safety standards should handle such substances.

**PRICES**

All prices are subject to change without notice. All prices are FCA Oklahoma City, Oklahoma (U.S.A.). Prices of equipment for future delivery will be those in effect at time of shipment.

**MINIMUM ORDER AMOUNT**

Minimum order value (MOV) is \$500.00 US list. Orders below the MOV will be assessed a fee equal to the difference.

Order change requests submitted more than seven days after the original order date will be considered a new order and subject to a new lead time.

**RUSH DELIVERY ORDERS**

Applies to parts orders only. A minimum order of \$100.00 US list applies to all "Rush Delivery Orders". A flat fee of \$200.00 will be assessed to the order if shipped complete within 2 working days after receipt of the purchase order.

**TERMS**

Standard terms for all sales are set by CORKEN, INC.

**DESIGN**

It is CORKEN's intention to continually improve the design and performance of its products as new ideas, new practices and new materials become available. Therefore, all published designs, specifications and prices are subject to minor modifications at the time of manufacture to coincide with this policy, without prior notice to the purchaser. If the equipment purchased is to be used in an existing installation to match previously purchased equipment, material will be furnished to be interchangeable as near as may be feasible, but CORKEN reserves the right to substitute materials and designs.

**SHIPMENTS**

The prices shown include standard crating or packaging for normal rail or commercial truck shipments within the borders of the continental United States, Canada, and Mexico. Consult factory for export crating charges. All promises of shipment are estimates contingent upon strikes, fires, and elements beyond our control or manufacturing difficulties, including the scheduled shipping dates of materials from our suppliers. All purchase orders received without shipping instructions are shipped at CORKEN's discretion and the subsequent shipping fees are billed to the customer. Shipments requiring storage at CORKEN'S manufacturing facility after the scheduled ship date may be subject to storage fees.

**CANCELLATION CHARGES**

There will be a minimum cancellation charge of 15% of the net price for any order that is canceled after having been accepted and officially acknowledged by CORKEN. In the event there is material, equipment, or special ordered items involved that is manufactured by others, and is being purchased by CORKEN for the sole purpose of becoming part of this canceled order, the cancellation charges assessed CORKEN by these manufacturers shall be borne by the purchaser up to the full price of the items purchased.

If shipment has already been made before notice of cancellation, the purchaser will be charged all the freight costs involved in the handling of the order, including the charges necessary to get the equipment back to the respective warehouses of CORKEN and its suppliers, in addition to the cancellation charge described above.

**RETURNED MATERIAL**

Material may be returned to the factory ONLY if there is prior written authorization from CORKEN and accompanied by a CORKEN customer service claim (CSC) number and the shipper pays the freight.

Material that is authorized for return will be inspected when received, and if it is of current design, unused, and in first-class resalable condition, credit will be allowed on the basis of the original invoice value less restocking charges. Returned material that is found to be worn, or in damaged condition, will not be accepted. The customer will be notified of this, and return shipping instructions, or permission to scrap such items will be requested. If no instructions are received within sixty (60) days after such notice, the material will be scrapped. Outside purchased materials, equipment, or special ordered items maybe returned for credit ONLY by CORKEN's prior written authorization and must be in new and undamaged resalable condition and of current design. Such returned materials are subject to a MINIMUM restocking charge of 25% up to the full price of the items purchased.

**LITERATURE**

CORKEN will furnish, upon request and without charge to the purchaser, six copies of paper prints of standard drawings, performance curves, and other current literature covering the pump or compressor and/or such other descriptive material that good judgment would consider necessary. Any additional material and/or special drawings will be charged for at appropriate rates determined by CORKEN. See Optional Services located in CORKEN'S price lists for details.

**FACTORY INSPECTION AND TESTS**

Each article of CORKEN'S manufacture passes a standard factory inspection and operating test prior to shipment. Special factory inspections, tests and/or certified test reports are all subject to a factory charge available upon request.

**LIABILITY FROM USE OF PRODUCT**

CORKEN has no control over the ultimate use of its products and specifically disclaims any liability damage, loss or fines that may arise from the use thereof. The user and purchaser shall hold CORKEN harmless from such damage, loss or fines. The user and purchaser shall determine the suitability of CORKEN products for the use intended and issue adequate safety instructions therefor.

Compliance with the Occupational Safety and Health Act and similar laws and regulations shall be the responsibility of the user of the product and not the responsibility of CORKEN.