



1701 West Tacoma  
 Broken Arrow OK 74012  
 USA

Tel: (800) 395-3475  
 Fax: (918) 251-2809  
 Email: info@oseco.com

**Remit To:**

**PO Box 1327-504834  
 St. Louis MO 63150-4834**

**Quote Number: 41799**

**Quote To:**  
  
 Request for Quote  
 UNITED STATES  
  
 Phone: 800-395-3475

**Date:** August 30, 2011  
**Expires:** September 29, 2011  
**RFQ:** AVANI  
**Terms:** Due Net 30 Days  
**Ship Via:** UPS  
 Oseco Representative: 800Rep - House

Prepared by: Mat Hawksworth

Line	Part Number	Description	Rev
1	D99S-A-A-240360-A3409 -001-R11-002	24 x 36 MV-RD, 301/316/316, BLACK NEOPRENE GASKET ON PROCESS SIDE	A
			<u>Lead Time</u> 2 DAYS

<u>Quantity</u>	<u>Unit Price</u>	<u>Net Price</u>	
2	\$1,225.00	\$2,450.00	US Dollars

Line	Part Number	Description	Rev
2	D99S-MV-RF-24x36-4179 9-2	24" x 36" MV-RF VENT, 316/316/316/316, BLACK NEOPRENE GASKET ON PROCESS SIDE REQUESTED Pstat: 1.5 PSIG @ 72 F	B

<u>Quantity</u>	<u>Unit Price</u>	<u>Net Price</u>	
2	\$950.00	\$1,900.00	US Dollars



1701 West Tacoma  
Broken Arrow OK 74012  
USA

Tel: (800) 395-3475  
Fax: (918) 251-2809  
Email: info@oseco.com

**Remit To:**

**PO Box 1327-504834  
St. Louis MO 63150-4834**

**Quote Number: 41799**

**OSECO's Terms and Conditions**

Customer's acknowledgement and acceptance of any design drawing or product (hereinafter "Products") from Oklahoma Safety Equipment Company ("OSECO") as evidenced by any order by Customer placed with OSECO shall constitute (i) Customer's unconditional and full assent to and acceptance of the Terms and Conditions of Sale herein and (ii) Customer's understanding and acceptance that the Terms and Conditions of Sale herein supersede shall not be modified or replaced in whole or in part, by any other terms or conditions, whether such terms and conditions are or were contained in any previous or subsequent oral or written communication, promise or understanding between the parties, including, but not limited to, Customer's Purchase Order or shipping release. The Terms and Conditions of Sale herein are effective until specifically revoked by authorized persons of both OSECO and Customer in writing.

**1. Definitions** - "Customer" or "Original Customer" shall mean the person or entity requesting a design drawing or product from OSECO regardless of whether such person or entity is the end user of the design drawing or product. "Date of Shipment" shall mean the actual date upon which the Products are delivered into the control of the carrier.

**2. Limitation of Warranties** - OSECO makes NO warranties which extend beyond the express provisions stated here. OSECO wholly relies on, and Customer acknowledges the fact that Customer has supplied all of the necessary operating conditions, design parameters, process components or system or vessel requirements related to the Products OSECO specifically disclaims, and Customer agrees to fully indemnify, defend and hold OSECO and its officers, employees and agents harmless from any and all claims for injuries or damages to persons or property, including, but not limited to, lost profits, attorney's fees and costs, either directly or indirectly resulting or arising from (i) Customer's failure to fully disclose all material operating conditions, design parameters, process components or system or vessel requirements, whether through misrepresentation, mistake or otherwise; (ii) Customer's failure to use the Products in strict compliance with all material operating conditions, design parameters, system or vessel requirements provided to OSECO; (iii) Customer's use of the Products in multipart assemblies or other assemblies, not wholly comprised of OSECO manufactured Products; (iv) improper pressure relief system design or improper maintenance or installation of products; (v) corrosion, erosion or malfunction caused by acids or other chemicals. OSECO MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

OSECO makes no express or implied warranties beyond the following provisions, which ONLY apply to the Original Customer. When the Products have not been modified and are properly installed in complete accordance with the written instructions supplied with the Products, the Products will be free from defects in material and workmanship for a period of one (1) year from the Date of Shipment. The MVRD Product for a period of two (2) years from the Date of Shipment. THE EXPRESSED WARRANTIES HEREIN GIVEN ARE EXCLUSIVE AND IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY SHALL BE, AT OSECO'S OPTION, EITHER THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT RETURNED TO OSECO WITHIN NINETY (90) DAYS OF THE DISCOVERY OF THE DEFECT.

**3. Liability Limitations** - OSECO'S AGGREGATE TOTAL LIABILITY TO CUSTOMER FOR ANY AND ALL LOSS OR DAMAGE ARISING OUT OF CUSTOMER'S USE OR INABILITY TO USE THE PRODUCTS SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS. OSECO shall have no liability directly or indirectly for loss or delay, or for the failure to perform or make delivery, due in whole or in part to any cause or occurrence beyond the reasonable control of OSECO. Unless a shorter period is specifically prescribed herein, any claim of Customer for any cause whatsoever (whether based in contract, warranty, negligence, strict liability or otherwise) shall be deemed waived unless made in writing and received by OSECO within sixty (60) days after receipt of the Products for which such claim is made. If such claim is for latent defects, within sixty (60) days of discovery thereof, discovery is within one (1) year from Date of Shipment.

**4. Indemnity** - Customer agrees to indemnify, defend and hold OSECO and its officers, employees and agents harmless from any claims, judgments, damages, fines, penalties, costs and liabilities (including sums paid in settlement of claims) or loss including attorney's fees arising from or related to Customer's purchase, installation or use of the product.

**5. Price** - All prices are based on current costs of labor and materials and are subject to correction for any clerical error. All prices for Domestic Orders are FOB - Point of Manufacture. All prices for Export Orders are Ex Works Point of Manufacture. Prices specified do not include sales, excise, or other taxes or duties payable as part of this transaction. All taxes or other duty presently or hereafter imposed on the manufacture, sale or delivery of any OSECO Products ordered, including any increase of such taxes or duty, shall be charged to and paid by Customer in addition to the prices set forth in OSECO's quotation.

**6. Quotations** - Unless otherwise specified, all quotations are firm for a period of thirty (30) days from the date the quotation was made, unless expressly adjusted or terminated at an earlier date by OSECO.

**7. Orders** - All orders are subject to acceptance by OSECO and assent to and acceptance of the Terms and Conditions of Sales by the Customer. OSECO has a minimum charge of \$200 on all domestic orders and a minimum charge of \$300 on all international orders.

**8. Export Control** - The Customer acknowledges that the Products may include technology which is subject to United States export control laws and shall comply with all such applicable laws and regulations. Customer shall not export or re-export any technical data, information or any product based thereon that it receives from OSECO to any country or entity to which shipment or communication is prohibited by said laws or regulations unless properly authorized to do so by the United States Government.

**9. Credit and Terms of Payment** - Unless otherwise specified in writing, payment is due 30 days from Date of Shipment when credit has been extended to the Customer. If credit has not been extended to the Customer, a minimum deposit of 50% up to 100% of the quotation price, as determined solely by OSECO, will be required at the time of the order with a net thirty (30) day term on the remaining amount.

OSECO accepts Visa, MasterCard, American Express and Discover credit cards. Past due invoices will delay the shipment of any and all future orders. Customer's financial responsibility is at all times subject to approval of OSECO credit department.

**10. Delivery and Shipment** - Shipment shall be made FOB - Point of Manufacture for Domestic Orders and Ex Works Point of Manufacture for export freight allowed. Unless authorized by an executive of OSECO in writing, no change or modification of this shipping term will be recognized. Upon Customer request, OSECO may prepay and add the freight amount to the invoice. OSECO's standard carrier requested use of all other carriers may be subject to additional service charges.

**11. Shortages or Damage** - Customer's claims for shortages in deliveries, if any, must be made in writing within ten (10) days after receipt of the Products. Loss or damage to any OSECO Product in transit is the sole responsibility of the carrier.

**12. Packing and Marking** - Unless otherwise stated, all packing and marking will be in accordance with OSECO standard practices for shipment. Special packaging, marking, export crating etc. will be subject to additional charges.

**13. Shipping Dates** - Shipment dates are estimated only based on current conditions and ability to secure labor, materials and parts and where applicable, are estimated.



1701 West Tacoma  
Broken Arrow OK 74012  
USA

Tel: (800) 395-3475  
Fax: (918) 251-2809  
Email: info@oseco.com

**Remit To:**

**PO Box 1327-504834  
St. Louis MO 63150-4834**

**Quote Number: 41799**

from the date approved drawings are received from Customer OSECO will not be liable for the failure or delay in making the delivery dates as proposed

**14. Force Majeure** - OSECO shall not be liable for any default or delay caused by any contingency beyond its control including, without limitation, acts of God, wars, riots, embargoes, restraints affecting shipping, strikes, lockouts, fires, accidents, floods, droughts, earthquakes, high winds, other natural calamities, shortage of raw materials demands or requirements of any government or other agency

**15. Cancellations** - If orders accepted by OSECO are cancelled by the Customer the Customer shall pay all costs, expenses, losses, and damages sustained either directly or indirectly by OSECO in connection with such termination including administrative and engineering expenses. Minimum cancellation charge is 25% of the quotation amount.

**16. Return of Products** - No OSECO Products may be returned to OSECO without OSECO's prior written consent and without OSECO's shipping instructions. Collect shipments will not be accepted without OSECO's prior written consent. No back charges will be accepted or credit given by OSECO on returned Products. Charges may apply for inspection or repair of the returned Product. No returned Products will be accepted without the Material Safety Data Sheet attached.

**17. Design** - OSECO reserves the right to make changes in the design of Products without notice and without incurring any obligation to furnish or install such changes and modifications on Products previously or subsequently sold.

**18. Patent Infringement** - Should Customer's drawings or specifications infringe or allegedly infringe upon a patent or trademark OSECO will in no way be responsible for any claims or damages resulting from the infringement or alleged infringement. Customer hereby agrees to indemnify, defend and hold OSECO and its officers, employees and agents harmless from and against any and all claims or damages, including attorney's fees and costs, either directly or indirectly resulting or arising from such infringement or alleged infringement.

**19. Confidentiality and Proprietary Information** - Customer acknowledges that all drawings, reports, designs, data and technical and other information emanating from or provided by OSECO pertaining to the Products or services provided to Customer and all information becoming known to Customer concerning OSECO's products, improvements, processes, methods or practices shall be maintained confidential by Customer and shall not be published, disseminated, revealed in any manner or to any party, or used in the design, manufacture or operation of Customer's business or products provided that these provisions shall not apply to such information that was known to Customer at the same time it was obtained from OSECO or acquired by Customer from a third party without such third party being under an obligation of confidentiality.

**20. Patent Rights** - OSECO retains all rights of inventorship including all rights, title, and interest related to the concept, design, and/or manufacture of Products in the event Customer, Customer's employees, or Customer's contractor ("Customer Inventor") contribute to the conception and reduction to practice of any ideas, inventions, or improvements related to the concept, design, and/or manufacture of Product. Customer Inventors will assign and hereby expressly do assign to OSECO its successor assigns and legal representatives the entire right, title, and interest in and to all said ideas, inventions, or improvements including, but not limited to, the entire rights, title, and interest in and to all subject matter invented by Customer Inventors related to Products and disclosed in any Application for Letters Patent of the United States and in and to all Letters Patent and all Convention and Treaty rights of all kinds and the rights arising therefrom in all countries throughout the world.

**21. Waiver of Breach and Severability** - The waiver by OSECO of Customer's breach of any term or condition herein shall not constitute a waiver of any subsequent breach of the same or any other term or condition. If any provision of the Terms and Conditions of Sale herein are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Terms and Conditions of Sale will not be affected or impaired and all remaining terms shall remain in full force and effect.

**22. Choice of Law** - The agreement arising from the acceptance of the Terms and Conditions of Sale, as well as the Terms and Conditions of Sale itself shall be construed in all respects according to the applicable laws of the State of Oklahoma.

Oseco's standard terms and conditions statement is located within our web site @ [www.oseco.com](http://www.oseco.com)



1701 West Tacoma  
Broken Arrow OK 74012  
USA

Tel: (800) 395-3475  
Fax: (918) 251-2809  
Email: info@oseco.com

**Remit To:**

**PO Box 1327-504834  
St. Louis MO 63150-4834**

**Quote Number: 41799**

---