

STATEMENT OF POLICY

COMPANIES

The Neff Group endorses the objectives of those laws, executive orders and regulations which are designed to assure nondiscrimination in employment in regard to race, color, religion, sex, national origin, marital status, and ancestry, and to promote employment opportunities for qualified handicapped persons, disabled veterans and veterans of the Vietnam era. The Neff Group of companies ("Companies") is defined as Neff Engineering Co., Inc., Neff Engineering of Wisconsin, Inc., and Neff Fluidtrols Acquisition, Inc. (dba Fluidtrols).

PRICES

Unless otherwise agreed to in writing, all prices are subject to change without notice. We will gladly furnish pricing information on any item that you desire.

TERMS

Net 30 days, FOB shipping point, unless quoted otherwise in writing.

PARTIAL SHIPMENTS

The Companies reserve the right to make and to invoice for partial shipments of completed articles. Notification of shipment shortages must be reported within 30 days of shipment.

CANCELLATIONS

Orders may not be cancelled without our written permission. Acceptance of cancellation will be made on the particular merits of each case. Acceptance of cancellation of orders for special equipment that is not ordinarily of a stock nature will be made on the basis of terms that we receive from the manufacturer.

RETURNED GOODS

Goods may not be returned without our consent. Such requests should be made within ten days from receipt of our invoice. Material must be in first class, saleable condition, returned prepaid in its original container and subject to inspection upon receipt by us. When goods are returned because of our error, we will rectify cheerfully and promptly without expense to the customer. If the cause is not our suppliers, or ours we will do everything possible to minimize expense, however, we reserve the right to make a nominal handling and restocking charge. We cannot accept material that has been fabricated to customer's specifications.

1-YEAR LIMIT RETURN

All product returns require prior authorization. Under no circumstances will any product shipped greater than one year prior to return date receive credit. No credit will be issued for lack of proof of delivery over one year after invoice date.

TAXES

Quoted prices and seller's prices do not include any occupational, sales or use taxes or charges now imposed or hereafter to be enacted by Federal, State, or Local Governments. Any such taxes or charges levied on or collectible by the Companies shall be added to the seller's price in effect at the time of shipment. Failure by the Companies to bill such taxes or charges shall not relieve the purchaser from the obligation to pay.

RESPONSIBILITY

We limit our liability to the value of the defective material only. We assume no liability for damage to person or property caused by merchandise bought from or through us. We are not liable for loss or damage caused by contingencies beyond our control that may cause delay in delivery. All specifications and engineering information are taken from the manufacturer's literature, and are subject to error, and to change without notice.

NO MERCHANDISE MAY BE RETURNED WITHOUT WRITTEN CONSENT

"Seller represents that with respect to the production of the articles and/or the performance of the services covered by this invoice, it has fully complied with the Fair Labor Standards Act of 1938, as amended."

AVAILABILITY

We hereby certify that amounts invoiced hereon do not exceed levels established under the Economic Stabilization Act of 1970, as amended, and Executive Order issued thereafter.

NEFF COMPANIES WARRANTY

WARRANTY OF SELLER. The Seller warrants that all articles and services will conform to drawings, specifications or samples provided by Buyer and will be merchantable, of good material and workmanship. Seller also expressly warrants that any articles, which are of Seller's design or specification, will be fit and sufficient for the purpose designed and manufactured. All products will carry same warranty as the original manufacturer extends to Seller. Manufacturer's warranties available upon request.