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| Section 001            |

## **PRODUCT WARRANTY**

Blackmer/A Dover Company warrants its products free from defects in materials and workmanship under normal use and service for which its products were designed. This warranty is for a period of twelve (12) months after installation or eighteen (18) months after shipment from the factory, whichever comes first. This standard warranty applies unless specific warranty conditions are granted by Blackmer in writing. If its products should fail through defect in work-manship or material within the stated warranty period, Blackmer must be notified in writing within the warranty period of such defects and shall have the option of requiring return of parts or product to its factory for verification of any claim.

The warranty is in lieu of any other liability for defects. BLACKMER MAKES NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY THAT ITS PRODUCTS SHALL BE APPROPRIATE FOR ANY PARTICULAR PURPOSE, nor are there any other warranties, expressed or implied, by operation of law or otherwise. This warranty does not cover any expense (labor, lost production, travel expenses, etc), incurred in repairs or alteration made outside the Blackmer factory without prior authorization, nor does it cover in any way the performance of equipment which has been revised or altered by others. The customer is wholly responsible for establishing the suitability of the product for his particular application and for operating conditions, which do not exceed published product limitations. Blackmer shall not be liable for damages or delay resulting from or related to defective products, nor for consequential, special or contingent damages for breach of warranty.

## **PRODUCT RETURN FOR WARRANTY INSPECTION**

In order to better serve Blackmer distributors and their customers with regard to returning product(s) to Blackmer for warranty disposition, the following guidelines must be followed:

1. Blackmer's Application Engineering Department must be contacted for qualification of request, prior to any product return for inspection or issuance of an RMA (Return Material Authorization). **IT IS IMPERATIVE THAT BLACKMER BE PROVIDED ALL APPLICATION DATA REQUESTED FOR PROPER QUALIFICATION.** Application data required will include serial number, pump model, and type of application, liquid name, viscosity, suction/discharge conditions, speed of operation, type of drive, installation date, and any other pertinent information. Note: Application Data forms are available in the "Get Connected" section of the home page at [www.blackmer.com](http://www.blackmer.com).
2. If the Application Engineering Department determines that product return to factory is required, then Blackmer Customer Care Department or Application Engineering will issue an RMA. All returns must be shipped freight prepaid.
3. A copy of the completed RMA form, including salvage instructions and MSDS sheet, must be attached to the outside of carton(s), when returning to validate return. Product sent to Blackmer without proper authorization (RMA copy) will not be accepted. The RMA will be valid for a period of thirty (30) days from date of issuance after which time it will be cancelled. For all pumps, compressors, and parts covered under warranty, Blackmer will (at Blackmer's discretion), either issue credit or replace the product.
4. For all pumps, compressors, and parts not covered under warranty, Blackmer will send an e-mail of findings and request salvage instructions. If salvage instructions are not received within thirty (30) days after this notice has been given, the returned product will be scrapped.
5. Motors, reducers and package components manufactured by others are not authorized for return to Blackmer. The original manufacturer's warranty policy applies. The manufacturer's local distributor can better serve you. Please contact them directly for their warranties.
6. All pumps/compressors sent back must be drained and properly cleaned of all contents. In the case of chemical and/or hazardous products, appropriate industry safety procedures such as neutralizing and/or flushing/drainage of pumps must be accomplished.

In all cases an MSDS (material safety data sheet) must be included with the returned products. The definition of a hazardous product is in accordance with federal and state agencies.

All separately returned pump parts must be cleaned and adhere to the same policy as complete pumps. Rotors, and other internal pump parts must be thoroughly cleaned to remove all residual fluid. MSDS data sheet must be supplied for the fluid the part(s) were in contact with.

Blackmer reserves the right to reject and return all parts received not adhering to the above policy and requested procedures.

Blackmer holds all parties returning pumps/parts responsible for the safety of Blackmer employees regarding any unacceptable material returns which are not properly cleaned or contain residual fluids not disclosed in accompanying paperwork.

## **PRICING, TERMS, QUOTATIONS, AND OPEN ORDER POLICIES**

### **International Purchase order requirements:**

All New Customer Information and Export Compliance forms must be submitted to Blackmer with the proper signatures before purchase orders can be placed.

Purchase order must:

1. Be submitted in English.
2. Be on Distributor Company Letterhead.
3. Include Complete Bill To and Ship To Address.
4. Include a Purchase Order Number.
5. Include Complete Item Number, Product Description, Quantity, and Net Price in US Dollars.
6. Include any requirements for Certifications, Tests, or Drawings.
7. Include Complete Shipping Instructions.
8. Include any special MARKS requirements.
9. Include Commercial Invoice to the end user/ultimate consignee if product is being Drop Shipped.
10. Include all Agreements negotiated with PSG Sales Staff.
11. If Payment is processed through a Letter of Credit, a copy of the Letter of Credit must accompany the purchase order and the purchase order must reflect \$750.00 Net purchase to cover processing.

### **\*\*\* IMPORTANT NOTE \*\*\***

**Purchase orders will be held and not entered for production until all requirements are fulfilled.**

When placing a pump order, the complete pump model and the complete pump nomenclature is required on purchase order.

**Example:** Blackmer pump model: LGLD2E

Pump Nomenclature: **LGLD2E/4/40/QA/1/B/1/0/0/0/0/N/0/PO**

Pump Nomenclature Description:

- 4 Vanes - Duravane®
- 40 Double End Keyed Rot/Shaft
- QA SNCN Seal (NH3 or LPG)
- 1 Standard Relief Valve
- B 150 PSI STE RV Spring
- 1 Buna Elastomers
- N 2" NPT Flanges
- PO Pump Only

**Nomenclature (configuration string) Extended Options Examples:**

- **Pump with Tests/Certs Example:**  
*LGLD2E/4/40/QA/1/B/1/0/0/0/0/N/0/PO-TC/TEST-LG/PTR W/MR D1*
- **Mounted Unit Example:**  
*LGLD2E/4/40/QA/1/B/1/0/0/0/0/N/0/MT/VB/R0266/M184T/MTRB/TE929165*
- **Mounted Unit with Tests/Certs Example:**  
*LGLD2E/4/40/QA/1/B/1/0/0/0/0/N/0/MT-TC/VB/R0266/M184T/MTRB/TE929165/TEST-LG/PTR W/MR D1*

### **\*\*\* IMPORTANT NOTE \*\*\***

**Blackmer ships ALL international orders via EXWORKS incoterms only, however, all shipments will be verified to make sure they are in line and compliant with all export regulations.**

Shipping information required for international purchase orders:

1. Shipment via: Air or Ocean
  - a. If Ocean is selected you may also select your desired Port of Entry (if not selected, the freight forwarder will select best ocean route).
  - b. If Air is selected you may also select your desired airport for delivery (if not selected, the freight forwarder will select best air route).
2. Freight forwarder contact information:  
Person of contact in the USA: (name, phone number, e-mail). If order is shipping via courier, please include your requested courier choice (UPS, FedEx or DHL) along with your account number.



3. If Blackmer is not supplied with required freight forwarder information; Blackmer will assign a cost effective freight forwarder of its choice (Expeditors) and add the freight charges to the invoice at the time of shipment. The distributor will receive an order acknowledgement via e-mail with the Blackmer assigned freight forwarder.
  - a. The shipping terms will be CPT to the nearest airport, or nearest seaport, from Grand Rapids, MI, USA.
  - b. For shipments of 65lbs (30kg) or less, shipping terms will be DAP. Blackmer will use UPS Worldwide Saver.
  - c. The Distributor will be responsible for all destination, duties/taxes and delivery charges.
  - d. Blackmer will add the freight charges to the invoice upon shipping.

## Sales Order Changes or Cancellations

1. All Changes or Cancellations to a sales order must be done in writing.
2. All Changes or Cancellations of a Sales Order must be approved by the factory.
3. Any Changes to a Sales Order will extend shipment date and may affect the product price.
4. All Changes or Cancellations are subject to a minimum \$100 dollar charge.
5. Additional charges will be applied for factory costs incurred. They may include, but are not limited to:
  - Special order components,
  - Manufacturing completed,
  - Engineering time,
  - Restocking fees,
  - Freight, etc.

These additional charges may exceed the original price of the Sales Order.

## Published Prices and Shipments

1. The published prices for all Blackmer products are subject to change without notice. All prices exclude sales, excise, use or other taxes, all of which are for the customer's account.
2. Prices are ex-works (manufacturing facility).
3. Prices shown on order acknowledgements are NET prices.
4. Minimum billing per order placed is \$100.00 Net.
5. If purchase order does not state “**Ship Complete**”, then all available items on orders will ship as the parts become available. (This may result in multiple shipments.) If, however, the order is requested to “**Ship Complete**”, the order will ship when ALL parts become available.
6. All expedited orders are subject to an additional 10% charge to Net price (\$100 Minimum). The customer must receive confirmation from Blackmer that the requested delivery can be met prior to placing the expedited order. Purchase order must include Quote Number supplied by Customer Care. An expedited order is defined as any order with a requested delivery less than standard lead-time. This fee will be waived if Blackmer fails to deliver within the confirmed time period.
7. Same day shipments will only be considered for stocked repair service components if:
  - Purchase order is received by 11:00 am Eastern Standard Time,
  - Customer Care Representative is notified via telephone of same day shipment requirement,
  - Item is not an assembly,
  - Item does not require paint or coating,
  - Item is in stock.

This also applies to on-line order entry.

8. Special quotations may be obtained from Blackmer for products not covered by published prices. Validity of quotations will be stated on each quotation or proforma. Quote to accompany order or quote number should be stated on order.
9. Drop shipments within a customer's assigned territory are not subject to a fee. **Drop shipments outside a customer's assigned territory are not allowed without Regional Manager approval.**
10. Shipments, except those placed with UPS, in the U. S. and Canada are sent by common carrier, freight collect, ex-works. All claims for freight damage for common carrier shipments must be made by the distributor per the carrier's instructions.
11. Only UPS shipments are sent prepaid with shipping charges added to the invoices. All claims for freight damage for UPS shipments will be filed by Blackmer. Blackmer must be notified within fourteen (14) calendar days of receipt of damaged shipment to file claim. Distributor must keep shipment, including container, and all packaging material until inspected by UPS.
12. All shipments are made in accordance with Incoterms® 2010.



## TERMS

1. Payment Terms are per agreed upon PSG contract.
2. International terms are as per agreed payment terms.
3. Open account shipments are subject to approval by Blackmer's Credit Department.
4. Orders placed by Visa, MasterCard or American Express will be invoiced at net pricing. The 2% cash discount does not apply to credit card orders.
5. Credit Hold Policy: If a distributor has been placed on the "Hold Shipment" list by our Credit Manager because of past due receivables:
  - a) No orders will be shipped until the distributor is removed from the "Hold Shipment" list.
  - b) In order for a distributor to be removed from the "Hold Shipment" status, all past due account balances must be brought to current terms.
  - c) While a distributor is on the list, Blackmer reserves the right
    - 1) to not process any new orders,
    - 2) stop progress on any and all open orders and
    - 3) to reschedule the shipment of any open orders according to published standard product lead-times from the date the distributor is removed from the list.
6. **Cash In Advance Terms** – Sales order will **NOT** be entered until full payment is received. Lead-time begins when payment is received.
7. Prices shown on order acknowledgements are NET prices.

## INSTRUCTIONS, PARTS LISTS, TESTS AND DRAWINGS

A copy of Blackmer's standard instructions and parts list is packaged and shipped with cataloged products. When special instructions or parts lists are required, a request, with complete specifications, must be submitted to Blackmer Application Engineering Department for quotation. Please refer to Price List No. 001-020 for more information on tests, drawings and services offered by Blackmer.

## RETURNED GOODS POLICY

Approval of returned goods for credit by Blackmer would be considered when the following conditions are met:

1. Blackmer's error:
  - a) Items shipped to distributors due to a Blackmer error in entering or filling an order are returnable for full credit, including transportation, provided the error is reported promptly. Please contact Blackmer's Customer Service Department for return authorization (RMA).
2. Distributor's error:
  - a) No returns will be accepted without the original invoice or sales order number.
  - b) No returns will be accepted for product beyond twenty-four (24) months of shipment.
  - c) All returns are at the discretion of Blackmer.
  - d) Repair parts: A restock fee of 25% of invoiced net price will apply.
  - e) Blackmer Produced Assemblies (Pumps, Gearboxes, Compressors, etc.): A restock fee of 25% of invoiced net price will apply for items up to twelve (12) months from date of purchase. A restock fee of 50% of invoiced net price will apply for items between twelve (12) and twenty-four (24) months from time of purchase.
3. All parts must be in "like new" and saleable condition without the necessity of repackaging. Components taken off of assemblies (i.e. Flanges, heads, etc.) will not be considered for return.
4. Selected repair parts are not returnable; example parts with limited shelf life – mechanical seals, elastomers, O-rings and gaskets – are not returnable. Repair parts listed in the Blackmer Master Parts Price List 10-RSPP-01 that contain a pound (#) sign after the part numbers are not returnable. Note: if the error is by Blackmer, this condition is waived.
5. All returns must be authorized by the Customer Care Department, who will provide you with a Return Material Authorization (RMA).
6. Motors, reducers and package components manufactured by others are not be authorized for return to Blackmer. The original manufacturer's warranty policy applies. The manufacturer's local distributor can better serve you. Please contact them directly for their warranties.



7. A copy of the RMA and MSDS sheet should be affixed to the outside of carton to show proper authorization and to assure proper and timely handling of the carton (return). Returns will not be accepted without an authorized RMA number indicated on the packing list or bill of lading at time of return. Returned goods shipments, which are not properly marked, will be refused and returned to the distributor.
8. RMA will be cancelled if return is not made within thirty (30) days of issuance.

## **DISTRIBUTOR INVENTORY EXCHANGE PROGRAM**

Blackmer is committed to working with distributors to maximize profits of both parties through the orderly management of inventory at the distributor's warehouse and at Blackmer's factory.

1. Annual Inventory Exchange Program - A Blackmer distributor may return excess or slow moving product to the factory once a year. Under the program, the distributor may return up to 15% credit value of the previous year's purchases of Blackmer product. Return will be accepted from January 15 through and up to October 15 of each calendar year. No returns will be accepted without the original invoice or sales order number. Returns will not be accepted for product beyond twenty-four (24) months of shipment date. All returns are at the discretion of Blackmer.
  - a) Repair Parts: Re-stocking fee of 5% of the net price at time of purchase (\$100.00 minimum fee).
    - i. Blackmer Produced Assemblies (Pumps, Gearboxes, Compressors, etc.): A restock fee of 25% of invoiced net price will apply for items up to twelve (12) months from date of purchase. A restock fee of 50% of invoiced net price will apply for items between twelve (12) and twenty-four (24) months from time of purchase.
2. All returned product is to be shipped freight prepaid.
3. The conditions – 3, 4, 5, 6, and 7 - stated in RETURNED GOODS POLICY applies. If returned products do not meet these conditions, Blackmer reserves the right to dispose of goods at our factory. Please contact the Customer Service Department at Blackmer if clarification of parts eligibility is required before returning to factory.
4. An order for an equal or greater dollar value of the approved returned products must be placed before a credit is processed and available in account.

## **OBSOLESCENCE POLICY**

In order to meet changing market needs, Blackmer makes improvement changes to existing products, introduces new products, and discontinues old products. If a product is to be replaced or eliminated, it will be changed from current to obsolete status. Blackmer will notify distributors at least 60 days prior to the effective date of the change of status (the "Notice Date"). Distributors shall have 30 days from the Notice Date to place a final order for the obsolete product. After this 30 day period, all orders must be placed for the replacement product. Distributors will have two weeks from the Notice Date to cancel an open order for obsolete products on a no-charge basis.

The following schedule will be used for repair parts for obsolete products, in the absence of a new interchangeable replacement part or assembly being available:

| <u>TYPE OF PARTS</u>       | <u>TIME OFFERED</u> |
|----------------------------|---------------------|
| Cylinders/Casing and Heads | 2 years             |
| Rotor and Shafts           | 3 years             |
| Wear Parts                 | 5 years             |

During the time periods listed above, delivery time for individual parts will be presented in the parts price pages. After this period, Blackmer will only fill orders for these replacement parts at its sole discretion.

Blackmer will publish pricing for all parts for obsolete products in Blackmer Parts Price List 10-RSPP-01.

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