

NEOP, LLC

EQUIPMENT AND PRODUCT- TERMS AND CONDITIONS OF SALE

1. Unless otherwise specified in our sales quotation (a) transportation charges shall be based upon point of manufacture and shall be paid by the Purchaser; (b) customs duties, consular fees, insurance charges and other applicable charges shall be borne by the Purchaser; and (c) responsibility for goods sold shall pass to the Purchaser either F.O.B. point of manufacture, F.O.B. point of delivery, Ex Works, or F.A.S. port of shipment, as applicable.
2. Promises of delivery are given as accurately as conditions will permit and every reasonable effort will be made to effect deliveries as scheduled. NEOP, LLC assumes no liability for damages arising out of failure to deliver material as promised.
3. Purchase orders once placed and accepted can be canceled only with NEOP, LLC's written consent and upon terms which will save NEOP, LLC from loss. No goods may be returned for credit or adjustment without written permission from NEOP, LLC.
4. If instructed in writing, NEOP, LLC will make arrangements for consular documents and declarations, as agent of the Purchaser, but NEOP, LLC assumes no liability whatsoever as a result of making such arrangements.
5. Upon request NEOP, LLC will provide engineering and/or technical information regarding its products and their uses and, if feasible, will provide personnel to assist purchasers in effecting field installations. Any such information, service or assistance so provided, whether with or without charge, shall be advisory only. It is expressly understood that NEOP, LLC assumes no liability for any damage or loss arising out of, resulting from, or caused in whole or in part, by any such information, service, advice, or assistance so provided at the well site or elsewhere.
6. NEOP, LLC endeavors to pack or prepare all shipments so that they will not break, rust, or deteriorate in transit, but does not guarantee against such damage.
7. All claims regarding shortages must be made within thirty (30) days from receipt of shipment and must be accompanied by the packing list(s) covering the shipment.
8. If Purchaser wishes to return any item, there will be a 45% restocking fee.
9. NEOP, LLC does not warrant that any of the material, equipment or apparatus sold by it, if used or sold in combination with other equipment or used in the practice of methods or processes, will not, by virtue of such combination or use, infringe patents of others and NEOP, LLC shall not be liable for any patent infringement arising from, or by reason of, any such use or sale.

Furthermore, NEOP, LLC shall not be liable for any patent infringement arising from, or by reason of any use or sale of any material equipment or apparatus not manufactured by or for NEOP, LLC or for the use or sale of any materials, equipment or apparatus specially made, in whole or in part, to the Purchaser's design specifications.

10. All representations, warranties, and conditions, express or implied, statutory, or otherwise, are exceeded, unless specifically agreed to in writing by NEOP, LLC.

11. TERMS: Unless otherwise specifically stated on the invoice, terms of payment are NET thirty (30) days following the date of the invoice, subject to approved credit. Payment is to be made in U.S. Dollars at 125 Long Street, Rices Landing, PA 15357.

12. Customer shall pay to NEOP, LLC the purchase/rental charges as outlined in the NEOP, LLC Price Book 2021 or personalized bid covering the equipment purchased/rented.

13. PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

COMPANY: _____

ADDRESS: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____