



Vendor Terms & Conditions I

1. Acceptance and Entire Agreement

By shipping goods, performing services, or otherwise transacting with CTC Pressure Products, LLC ("CTC"), Seller agrees to be bound by these Terms and Conditions ("Terms"). These Terms, together with any purchase order issued by CTC (collectively, the "Contract"), represent the complete and exclusive agreement between Seller and CTC. Any attempt by Seller to vary, supplement, or contradict these Terms shall be void unless expressly agreed to in writing by CTC.

2. Definitions

- **"Customer"** means any entity purchasing goods or services from CTC.
- **"Confidential Information"** means all technical, commercial, and business information disclosed by CTC.
- **"Affiliate"** means any entity directly or indirectly controlled by, controlling, or under common control with a party.

3. Price and Payment Terms

- Prices shall not exceed those stated in the applicable purchase order.
- Unless otherwise expressly agreed in writing by CTC, payment shall be due on a minimum basis of Net Thirty (30) days, measured from the later of:
 - (i) CTC's receipt and acceptance of conforming goods or services, or
 - (ii) CTC's receipt of a proper invoice. For certain vendors, CTC may extend payment to Net Sixty (60) days, but in no event shall Seller require payment on terms shorter than Net Thirty (30) days.
- Seller warrants that the pricing extended to CTC is no less favorable than that offered to any other comparable customer of Seller ("most-favored customer" warranty).

4. Delivery and Risk of Loss

- Time is of the essence. Seller shall deliver conforming goods in the full quantities specified on the dates required by CTC.
- Risk of loss shall remain with Seller until goods are actually delivered to and accepted by CTC at CTC's designated dock or facility. Seller shall be solely responsible for loss, damage, or delay until that point, regardless of shipping terms.
- Seller must carry and maintain insurance adequate to cover transit and handling risks until delivery is completed.
- If goods are non-conforming, rejected, or returned, risk of loss shall revert to Seller immediately upon notice of rejection.

5. Inspection and Rejection

- CTC may inspect goods at any time, notwithstanding prior payment.
- Non-conforming goods may be rejected and returned at Seller's expense, with Seller liable for all resulting damages.

6. Warranties

Seller expressly warrants that goods and services shall be: (i) new, merchantable, and fit for intended use; (ii) free from defects; (iii) delivered with good and marketable title; (iv) free of liens and encumbrances; and (v) non-infringing.

7. Non-Circumvention and Non-Solicitation

Seller shall not, directly or indirectly, solicit, sell, or contract with any CTC customer, prospect, or affiliate identified by CTC, or attempt to bypass CTC in the chain of commerce. Any breach entitles CTC to (i) injunctive relief in Pennsylvania courts, (ii) recovery of lost profits, consequential damages, and attorney's fees, and (iii) termination of all contracts with Seller.

8. Indemnification

Seller shall indemnify, defend, and hold harmless CTC from all losses, damages, liabilities, costs, and expenses (including attorney's fees) arising out of: (i) Seller's performance; (ii) defective goods/services; (iii) intellectual property infringement; or (iv) regulatory violations.

9. Confidentiality and IP

All designs, drawings, specifications, and data furnished by CTC remain its property. Seller shall not disclose or use such information except as necessary to fulfill orders. Obligations survive termination.

10. Compliance with Laws

Seller shall comply with all applicable laws, including but not limited to: OSHA, export controls, anti-bribery statutes, environmental regulations, and labor laws.

11. Termination

CTC may terminate immediately for cause or convenience. Seller's remedies are limited to reimbursement of direct, documented costs not exceeding the order price.

12. Remedies

All rights and remedies of CTC are cumulative and may be exercised singly or in any combination. In any action, arbitration, or proceeding arising out of or relating to Seller's breach of these Terms, CTC shall be entitled to recover **all costs and expenses of enforcement, including reasonable attorney's fees and expert witness fees**, in addition to any other relief granted.

13. Arbitration and Governing Law

- **Arbitration:** Except for claims seeking injunctive relief, all disputes shall be resolved by binding arbitration under the AAA Commercial Arbitration Rules, seated in Erie County, Pennsylvania.
- **Court Access:** Notwithstanding the foregoing, CTC may bring an action in Pennsylvania state or federal courts for injunctive relief, specific performance, or enforcement of an arbitration award.
- **Attorney's Fees:** The prevailing party in any arbitration or court proceeding shall be entitled to recover its reasonable attorney's fees, expert costs, and litigation expenses.
- **Governing law:** The laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law principles.

14. Miscellaneous

No waiver except in writing. No assignment without CTC's consent. If any clause is held invalid, the remainder shall survive. Obligations of indemnification, confidentiality, warranties, and non-circumvention shall survive termination.



Customer Terms & Conditions II

1. Acceptance and Entire Agreement

By accessing this website, placing an order, or accepting delivery of goods or services from CTC Pressure Products, LLC ("CTC"), Customer agrees to be bound by these Terms. These Terms, together with the ordering documents, constitute the full agreement.

2. Definitions

- **"Vendor"** means any supplier of CTC.
- **"Affiliate"** means any entity directly or indirectly controlled by, controlling, or under common control with a party.

3. Prices and Quotations

- Prices are subject to change without notice but remain firm for sixty (30) days from quotation.
- Minimum billing is \$250.

4. Taxes and Payment

- All prices are exclusive of applicable taxes, which Customer shall pay.
- Unless otherwise agreed, payment is **Net 30** days from invoice. Past due balances accrue interest at the maximum rate permitted by law.

5. Delivery and Risk of Loss

- All deliveries are F.O.B. CTC's shipping point unless otherwise expressly agreed in writing. Title to and risk of loss of goods shall pass to Customer immediately upon CTC's delivery of goods to the carrier at CTC's shipping point, regardless of shipping terms or method of transportation.
- CTC shall not be liable for any loss, damage, delay, or expense incurred in connection with transportation or delivery once goods have left CTC's dock. Customer's sole recourse for claims relating to loss or damage in transit shall be against the carrier.
- Delivery dates are estimates only. CTC shall not be responsible for any delays in delivery or failure to deliver caused by events beyond its reasonable control, including but not limited to shortages, strikes, accidents, acts of God, or carrier failures.
- Customer shall bear all costs of shipping, insurance, customs, duties, and related charges unless otherwise agreed in writing.

6. Cancellations and Returns

- Orders may not be cancelled without CTC's written consent.
- Special manufactured items are non-cancellable and non-returnable.
- Returns require prior written authorization and are subject to restocking, inspection, and repackaging charges.

7. Limited Warranty

CTC warrants goods to be free of defects for thirty (30) days from delivery. Remedies are limited to repair or replacement.

8. Disclaimer of Other Warranties

EXCEPT AS EXPRESSLY PROVIDED, CTC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability

CTC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID FOR THE GOODS.

10. Non-Circumvention

Customer agrees not to contact, contract with, or purchase directly from CTC's vendors, suppliers, or affiliates in a manner that bypasses CTC. Any breach entitles CTC to injunctive relief, damages equal to lost profits, consequential damages, and recovery of all attorney's fees, expert costs, and enforcement expenses.

11. Indemnification

Customer shall indemnify CTC against any claims, liabilities, or expenses, including reasonable attorney's fees, arising from misuse, improper installation, or modification of goods.

12. Compliance with Law

Customer agrees to comply with all applicable laws, including export regulations.

13. Arbitration and Governing Law

- **Arbitration:** Except for injunctive relief claims, disputes shall be resolved by binding arbitration under the AAA Commercial Arbitration Rules, seated in Erie County, Pennsylvania.
- **Court Access:** CTC may seek injunctive relief or enforcement in Pennsylvania courts.
- **Attorney's Fees:** The prevailing party in any arbitration or court proceeding shall recover its reasonable attorney's fees, expert costs, and litigation expenses.
- **Governing law:** The laws of the Commonwealth of Pennsylvania.

14. Miscellaneous

No waiver except in writing. No assignment without CTC's consent. Invalid provisions shall not affect enforceability of the remainder. Obligations regarding warranty disclaimers, limitations of liability, indemnification, and non-circumvention survive termination.