

**Edson Pumps LLC  
146 Duchaine Blvd  
New Bedford MA 02745  
(508) 995-9711**

## **TERMS AND CONDITIONS OF SALE**

1. **APPLICABILITY.** This Terms and Conditions of Sale constitutes the entire agreement between Edson Pumps, LLC., a Massachusetts corporation (“Seller”) and the maker (“Buyer”) for the purchase products (the “Products”) described in any applicable purchase order accepted by Seller (each, an “Order”). Except to the extent expressly agreed to by Seller in a writing signed by an authorized officer of Seller, any different, conflicting or additional terms contained in an Order, Order acknowledgment, sales agreement or other document shall be void. Seller shall not be deemed to have waived any provision of this Terms and Conditions of Sale by failing to object to provisions that may appear on, be incorporated by reference in, or attached to an Order. Seller hereby reserves the right to accept each Order, and each acceptance shall be conditional upon the acceptance by Buyer of this Terms and Conditions of Sale. Any revised and follow-on orders accepted by Seller shall be deemed to be an Order and subject to this Terms and Conditions of Sale. Seller’s acknowledgement of receipt of the revised or follow-on orders shall not constitute acceptance.

2. **TITLE AND DELIVERY.** Dates of all planned shipments are estimated and not guaranteed. All Products will be tendered and shipped Ex-Works Seller’s plant New Bedford, Massachusetts, unless agreed to otherwise. Title and risk of loss or damage to the Products shall pass to Buyer when Seller places the Products at the disposal of the Buyer at Seller’s facilities. Seller assumes no responsibility for damage or loss to the Products when placed by Seller in transit for delivery to Buyer. All sales are final. Seller shall use reasonable commercial efforts to meet agreed delivery dates. Delivery of Products and performance of Seller’s obligations under this Terms and Conditions of Sale is at all times subject to excusable delays by reason of labor troubles of any kind, civil disobedience, fires, extreme weather conditions or other acts of God, accidents to machinery, shortages of material or equipment, government embargoes, blockades, seizure or freeze of assets or any other acts of government, or any breach of obligations by third parties. In the absence of specific instructions, Seller will select the carrier and ship freight prepaid and added to the price of the Product. Seller reserves the right to charge for any special routing, packing, labeling, handling or insurance requested by the Buyer and agreed to by Seller. Seller will not be deemed responsible for any liability in connection with any shipment because of the selection of a carrier or failure to obtain insurance.

3. **ACCEPTANCE.** Buyer shall upon delivery of Products inspect and either accept or reject such Products within a reasonable period not to exceed ten (10) days of delivery (the “Acceptance Period”). In the event that Products do not comply with these Terms and Conditions of Sale, Buyer shall promptly notify Seller and provide a specific written explanation of the basis for rejection. Buyer shall be deemed to have accepted any Product delivered hereunder and to have waived any right to reject in the event that Seller does not receive such notice of rejection within the Acceptance Period. In the event that Buyer rejects any Products and to the extent that Seller determines to its satisfaction that such Product was rightfully rejected, Seller shall repair or replace such non-conforming Product within a reasonable time period, at Seller’s option.

4. **PRICES AND PAYMENTS.** Seller reserves the right to correct any pricing mistakes that deviate from the pricing set forth in any quote. Subject to Section 7 (Product Changes), each Order will be billed at the quoted price for thirty (30) calendar days from the date of such quote, and thereafter at the price in effect at the time of shipment.

Seller may charge certain additional non-recurring set-up, routine maintenance and refurbishment charges for tooling, as well as charges for the construction of new tooling. The price quoted by Seller to Buyer is based on the volume levels previously communicated by the Buyer to the Seller; if volume levels decrease, additional tooling set-up charges may apply and shall be paid by Buyer before any subsequent orders are processed by the Seller. Prices also do not include applicable taxes, including but not limited to excise, sales or use taxes. Any taxes (other than taxes due on Seller's net income) that are payable on transactions hereunder shall be the sole responsibility of Buyer. Seller reserves the right to invoice Buyer for any such taxes that are or may become payable by Seller. Each Order is subject to increase sufficient to compensate for any tax, excise, duty or levy hereafter enacted and imposed by any government authority, or for any expenses or charges due to war, hostilities, or other disorders, domestic or foreign, whereby the cost of the production or sale of articles to which such prices apply shall be increased. Prices quoted and orders accepted are also subject to change due to increases in costs of manufacture, processing, or wages, resulting from the operations of any Federal, State, or municipal law or regulatory measure hereafter adopted and/or due to increased costs of labor, services or materials. All quotations are made and each Order is accepted subject to approval of Seller's credit department. Credit terms are net thirty (30) calendar days from date of invoice and payment shall be made in United States currency, unless Seller shall otherwise agree in writing. All late payments shall be subject to a late charge at a rate of one and one half percent (1 ½%) of such amounts overdue per month or, if less, the maximum rate permitted by applicable law, from the original due date until full payment has been made. Buyer hereby grants Seller a purchase money security interest in all Products sold to Seller to secure punctual payment and due performance of all of Buyer's obligations hereunder. Buyer agrees to execute and hereby authorizes the filing of all financing statements and other documents, and to take all other actions that Seller may reasonably request to perfect, protect, continue or maintain such security interests. Seller at all times reserves the right to evaluate Buyer's credit standing and, if Buyer fails to qualify for credit under Seller's criteria, Seller may modify or withdraw credit terms without notice and require guarantees, letters of credit, security or payment in advance for further deliveries of Products or performance hereunder.

In the event that Buyer is delinquent in any payment obligation to Seller, Seller may withhold future shipments until all delinquent amounts and late interest, if any, are paid in full and, if such delinquent amounts remain unpaid thirty (30) calendar days after written notice, then:

Declare Buyer's performance in breach and terminate the Order;

Repossess Products for which payment has not been made;

Withhold performance including, without limitation, future shipments under the Order until all delinquent amounts and late interest, if any, are paid;

Deliver future shipments on a cash basis only;

Charge inventory carrying charges on Products;

Recover all costs of collection including, without limitation, reasonable attorneys' fees; or

At Seller's option, combine any of the above rights and remedies as may be permitted by applicable law.

The above remedies are in addition to all other remedies available at law or in equity. This Section 4 shall survive the acceptance and complete performance of all applicable Orders.

## 5. LIMITED WARRANTY AND RETURN POLICY

Edson Pumps, LLC ("Edson") warrants to the original consumer purchaser of this product, that it is free from defects in materials and workmanship. Edson's responsibility is limited to repair or, at Edson's election, replacement of any defective product and does not include any charges for removal, re-installation, or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**Expiration:** This warranty and any implied warranties shall expire two (2) years from the date of purchase; provided, however, that if any product is used for any commercial activity, this warranty shall expire one (1) year from date of purchase. Some states do not allow limitations on how long an implied Warranty lasts, so the above limitation may not apply to you. Exceptions: The above warranty does not apply: to metal finishes or coatings; to a product not installed or maintained following Edson's instructions, damaged by casualty or improper use, repaired or modified by other than Edson personnel, installed in a vessel or manner judged by Edson to be an inappropriate application of its product, or used with other products incompatible with the Edson product or which adversely affect its performance or durability.

**Exception 2:** The above warranty does not apply to pump diaphragms, valves, peristaltic pump internal hoses and other wetted wear items. Failure of these components are known to be directly related to improper installation or misapplication of the pumps. Edson will replace or repair these failed components only after inspection by qualified Edson personnel.

**Claim Procedure:** 1) Immediately upon purchase, complete and mail to Edson the Owner Information Card accompanying Edson's equipment, if any. 2) Immediately upon discovery of any apparent defect, notify your vendor, the builder of your boat, or Edson, describing such defect; 3) the vendor, boatbuilder or Edson shall make a preliminary determination as to whether a warranty claim is justified and, if so, 4) upon request, Edson shall authorize return of the product. NO product shall be returned until authorized by Edson. 5) After such authorization, return the product, freight prepaid, with proof of purchase, if no owner information card has been filed with Edson, to The Edson Corporation, 146 Duchaine Blvd., New Bedford MA 02745. 6) If found defective, Edson shall repair or replace the product and return it at Edson's expense if destination is within continental U.S.A. or, if not, or if special freight required, at owner's expense.

**Other Rights:** This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR USE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. NO EXTENSION OR EXPANSION OF THIS WARRANTY SHALL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE.**

**BUYER IS SOLELY RESPONSIBLE TO ENSURE THAT THE PRODUCT IS IN COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS WHICH MAY APPLY TO THE PRODUCT AS A RESULT OF BUYER'S OR ITS ASSIGNS' ACTUAL OR INTENDED USE OF THE PRODUCT, EVEN IF BUYER MAKES SELLER AWARE OF SUCH USE. WITHOUT LIMITING THE FOREGOING, SELLER EXPRESSLY MAKES NO REPRESENTATIONS AND WARRANTIES THAT: (i) THE PRODUCT COMPLIES WITH THE FEDERAL FOOD, DRUG AND COSMETIC'S ACT AND REGULATIONS THEREUNDER OR (ii) THE PRODUCTS DO NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS, EVEN IF SELLER HAS BEEN MADE AWARE OF THE POTENTIAL FOR SUCH INFRINGEMENT.**

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**30-Day Return Policy:** At Edson Pumps / Jacon E. Marine we stand behind the quality and performance of our marine and pump products. To ensure fairness and protect product integrity, we maintain a strict 30-Day Return Policy outlined below.

1. **Return Eligibility:** Returns are accepted within 30 calendar days from the original delivery date.

- To qualify for a return the item must be unused, uninstalled, and in original condition
- The item must be in original packaging, including all manuals, hardware, accessories, and components
- No signs of fuel, water, oil, saltwater exposure, wiring connection, mounting, or installation
- No physical damage, corrosion, modification, or tampering
- Proof of purchase is required
- Installed, used, submerged, wired, mounted, or modified products are not eligible for return under any circumstances.

## 2. Required Return Authorization Process

All returns require prior authorization. Unauthorized returns will be refused.

Step 1: Submit Online Return Request

*Customers must complete the official Return Request Form available on our website within 30 days of delivery.*

Step 2: Submit Required Photos

*Clear photos must be uploaded with the form showing:*

- Entire product (front and back)
- Close-up of serial number label (if applicable)
- All included accessories and parts
- Original packaging
- Any visible damage (if applicable)

**Incomplete submissions will not be processed**

Step 3: Return Approval

*Our technical and inspection team will review your request within 2–5 business days.*

*If approved, you will receive:*

- A Return Merchandise Authorization (RMA) number
- Return shipping instructions

**Do not ship any product without an RMA number**

## 3. Inspection & Refund Terms

All returned items are inspected upon arrival.

If the product meets return requirements:

- A refund will be issued to the original payment method within 5–10 business days
- Shipping charges are non-refundable
- A restocking fee of up to 20% may apply

If the product shows signs of use, installation, water exposure, damage, or missing components:

- The return will be rejected
- The item may be shipped back at the customer's expense if desired

#### 4. Non-Returnable Items

The following items are strictly non-returnable:

- Installed or used pumps
- Electrical components that have been connected or wired
- Custom-built or special-order products
- Clearance or final-sale items
- Products damaged due to improper installation or misuse
- All Motors and gear reducers will subject to the OEMs return policy

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6. **PRODUCT CHANGES.** Seller at all times reserves the right in its sole discretion without consent of Buyer to incorporate changes, additions or improvements to Products, including, but not limited to their design and application, to be delivered hereunder. Any designs or specifications that are modified at the request of Buyer after the date of the quoted price may cause Seller to adjust the quoted price of the Products.

#### 7. **LIMITATION OF LIABILITY.**

**SELLER'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ORDER, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE DESIGN, DEVELOPMENT, MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY PRODUCT COVERED BY OR FURNISHED UNDER ANY ORDER SHALL IN NO CASE EXCEED THE CONTRACT PRICE ALLOCABLE TO THE PRODUCT OR PART THEREOF, OR SERVICE THAT GIVES RISE TO THE CLAIM.**

**NOTWITHSTANDING ANYTHING IN ANY ORDER TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY SPECIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS INCURRED BY BUYER OR ANY THIRD PARTY, EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SELLER IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SELLER.**

**THESE EXCLUSIONS OF TYPES OF DAMAGES AND LIMITATIONS ON THE AMOUNT OF DAMAGES SET FORTH HEREIN SHALL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. THESE EXCLUSIONS OF TYPES OF DAMAGES SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERMS OF THIS AGREEMENT.**

8. **INDEMNIFICATION.** Buyer at its expense will indemnify and hold Seller harmless with respect to every claim that may be brought against Seller: (A) for any alleged

infringement of any present or future patent, copyright, industrial design right or other proprietary right; (B) based on Buyer's activity under an Order, or the manufacture, sale, or use of the Products (i) alone, (ii) in combination by reason of their content, design or structure or (iii) in combination in accordance with Buyer's recommendations; or (C) for any alleged infringement of applicable State or Federal laws and regulations relating to the use of the Products, including but not limited to the Federal Motor Vehicle Safety Standards under the National Traffic and Motor Safety Act of 1996, as amended. Buyer will investigate and defend or otherwise handle every such claim, and at Seller's request, assist Seller in Seller's investigation, defense, or handling of any such claim. Buyer will pay all expenses and damages or settlement amounts that Seller may sustain by reason of each such indemnified claim. Buyer's obligations will apply even though Seller furnishes all or any portion of the design and specifies all or any portion of the processing used by Buyer.

9. **GOVERNING LAW:** Each Order and this Terms and Conditions shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., exclusive of any choice of laws provisions. Seller and Buyer expressly agree to exclude from each Order and this Terms and Conditions the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

10. **WAIVER:** Failure by either Party to assert any of its rights under an Order shall not be deemed a waiver of such rights, nor shall any waiver be implied from the acceptance of any payment of service. No waiver of any right shall extend to or affect any other right a Party may possess or to any subsequent similar or dissimilar event.

11. **SEVERABILITY:** If any provision of an Order or these Terms and Conditions of Sale is determined by an arbitrator or court of competent jurisdiction to be illegal, invalid, or unenforceable, for any reason, then such provision shall be deemed stricken for purpose of the dispute in question, but only to the extent necessary to make the remaining portion of the provision legal, valid and enforceable, if possible, and all other provisions of such Order and these Terms and Conditions of Sale shall remain in full force and effect.

12. **AUTHORIZED REPRESENTATIVES:** Every material, communication between the Parties relating to the performance or administration of an Order or these Terms and Conditions of Sale, shall be made in writing and, if to Buyer, to Buyer's authorized purchasing representative or, if to Seller, to Seller's authorized contracts representative.

13. **NOTICES:** All notices required under this Order shall be in writing and shall be deemed received when delivered either:

Five (5) calendar days after mailing by certified mail, return receipt requested; or

One (1) business day after deposit for next day delivery with a commercial carrier.

14. **ENTIRE AGREEMENT:** The provisions contained herein and incorporated in any Order constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, communications, or representations, either verbal or written between the Parties hereto. Any oral understandings are expressly excluded. No Order or provision of these Terms and Conditions may be changed, altered, supplemented or added to at

any time except by a writing that expressly states a mutual intent to amend the Order and these Terms and Conditions and is executed by the authorized representatives of the Parties.

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