Terms & Conditions of Sale

Flow Measurement Services Inc. ("FMS" or "Seller") · Effective November 6, 2026

These Terms & Conditions of Sale ("Terms") apply to every quotation, order, sale and service by FMS, including orders placed on FMS's website. The FMS Shipping Policy and Return Policy posted on FMS's website are part of these Terms.

A. Orders, Pricing and Payment

1. Acceptance and Entire Agreement. An order is binding only when accepted by FMS in writing or by shipment. Quotations are valid for 30 days unless stated otherwise and may be withdrawn before acceptance. These Terms, together with FMS's quotation and written order acknowledgment, are the entire agreement. FMS objects to and rejects any different or additional terms in the Buyer's purchase order, portal, or other documents; Buyer's acceptance of goods or services confirms these Terms. No change is binding unless signed by an authorized FMS representative.

2. Online Orders. Orders placed on FMS's website are offers to buy and are subject to FMS's acceptance. An automated order confirmation is not acceptance. FMS may decline or cancel any online order, including for pricing, description or availability errors, with a refund of any amount paid. Buyer agrees to these Terms, the Shipping Policy and the Return Policy at checkout.

3. Prices. Prices are in U.S. dollars and exclude freight, insurance, taxes, duties and fees unless stated. FMS may adjust prices to reflect manufacturer price increases, tariffs, duties, surcharges or other government-imposed costs taking effect before shipment.

4. Taxes. Buyer pays all sales, use, excise, value-added and similar taxes and duties, except taxes on FMS's income. Tax-exempt Buyers must provide a valid exemption or resale certificate before invoicing.

5. Payment Terms. Payment is due in full at the time of order unless FMS has approved credit in writing, in which case payment is due net 30 days from the invoice date. Online orders are paid at checkout. FMS may require prepayment, a deposit or an irrevocable letter of credit at any time. Payment-processing fees stated on FMS's quotation or invoice apply as permitted by law. Buyer may not withhold, offset or deduct any amount owed.

6. Late Payment and Collection. Past-due amounts accrue interest at 1.5% per month or the maximum rate allowed by law, whichever is lower, from the due date until paid. Buyer will pay all costs of collection, including reasonable attorney fees, collection agency fees and court costs. If Buyer is past due, FMS may suspend or cancel shipments and services, place orders on hold, revoke credit, and require prepayment on future orders.

7. Security Interest. Until paid in full, FMS retains a purchase-money security interest in all goods sold and their proceeds. Buyer authorizes FMS to file financing statements and will sign any documents FMS reasonably requests to perfect this interest.

8. Credit and Default. Placing an order is Buyer's representation that it is solvent and able to pay. If Buyer fails to pay, becomes insolvent, or makes an assignment for creditors, FMS may cancel unshipped orders, and Buyer remains liable for goods delivered, work in progress, and any manufacturer cancellation charges.

B. Shipping, Title and Risk

9. Lead Times and Delays. Lead times and ship dates are estimates only and are not guaranteed. FMS is not liable for delays, and no liquidated or delay damages apply. FMS is excused from performance, and dates are extended, for causes beyond its reasonable control, including manufacturer or supplier delays, carrier delays, shortages, labor disputes, natural disasters, severe weather, epidemics, war, government action, tariffs, and trade restrictions.

10. Freight. Unless otherwise agreed in writing, domestic freight is Prepay & Add (PP&A) on FMS-selected carriers, inbound and outbound. Freight charges at checkout or on quotations are estimates; final freight is invoiced and must be paid before release or shipment. Shipment on Buyer's carrier account, Buyer-arranged freight, or will-call pickup requires FMS's prior written approval. International sales are Ex Works (EXW) FMS facility unless otherwise agreed in writing.

11. Title and Risk of Loss. Title and risk of loss pass to Buyer when goods are delivered to the carrier at the shipping point, or when made available for pickup for will-call and EXW orders. FMS is not responsible for loss or damage in transit. Transit insurance is arranged only on Buyer's written request and at Buyer's expense.

12. Inspection and Claims. Buyer must inspect goods on receipt and note any visible damage or shortage on the carrier's delivery receipt. Claims for damage, shortage or nonconformity must be reported in writing to

Sales@flowmeasurementservices.com within 10 days of delivery, with photos. Goods not rejected in writing within that period are accepted. For shipments on FMS carriers, FMS will assist with carrier claims.

13. Storage and Abandonment. Buyer must pay for and take delivery of, or pick up, goods within 10 days after FMS notifies Buyer that goods are ready. After that, Buyer will pay storage and handling charges, including any manufacturer storage fees passed through to FMS, and goods are held at Buyer's risk. Goods not paid for and collected within 90 days of notice may be deemed abandoned, and FMS may resell or dispose of them and apply the proceeds to amounts Buyer owes, without waiving its other rights.

14. Partial Shipments. FMS may ship in installments and invoice each shipment separately. Each partial shipment may incur separate freight charges.

C. Returns and Cancellations

15. Returns. No goods may be returned without FMS's prior written approval and a Return Authorization (RA) number. Return requests must be made within 30 days of delivery. Approved returns must be unused, undamaged, and in original packaging, shipped prepaid by Buyer. Approved returns are subject to a restocking charge of 30% of the item's selling price, plus any manufacturer return charges. Refunds or credits are issued after FMS receives and inspects the goods; original freight charges are not refundable.

16. Non-Returnable Items. Built-to-order, special-order, configured, calibrated, and factory-direct items, and items marked non-returnable, cannot be returned except under the warranty in Part D.

17. Cancellations. Accepted orders may be cancelled only with FMS's written consent before shipment. Buyer will pay all cancellation charges, including manufacturer cancellation and restocking charges, costs incurred, and FMS's restocking charge. Built-to-order items cannot be cancelled once ordered from the manufacturer.

18. Cancellation by FMS. FMS may cancel all or part of an order without liability if manufacture, supply or sale becomes impractical, including discontinuation by the manufacturer, refunding any amount paid for undelivered goods.

19. Design Changes. Manufacturers may change or discontinue products. FMS may supply an equivalent or updated product and has no obligation to modify goods previously sold.

D. Warranty and Limitation of Liability

20. Resold Products. Products manufactured by others are sold with only the manufacturer's warranty, which FMS passes through to Buyer to the extent permitted. FMS makes no independent warranty for resold products. Warranty claims are handled under the manufacturer's terms; FMS will assist Buyer in submitting them.

21. FMS-Manufactured Products. Products manufactured by FMS are warranted, when paid for in full and properly installed, operated and maintained, to be free from defects in material and workmanship and to conform to FMS's published specifications, for one year from installation or 18 months from shipment, whichever occurs first.

22. Services. FMS warrants that repair, calibration and field services will be performed in a workmanlike manner for 90 days from completion. Buyer's sole remedy is re-performance of the nonconforming service or, at FMS's option, a refund of the price paid for that service.

23. Exclusions. Warranties do not cover normal wear, consumables, misuse, accident, improper storage, installation, operation or maintenance, use outside specifications or in unsuitable environments, process or media conditions, modification or repair by others, or components supplied by Buyer. Buyer must give written notice of any defect within the warranty period. Buyer is responsible for selecting goods suitable for its application.

24. Remedies. FMS's sole obligation, and Buyer's exclusive remedy, for any warranty claim is repair or replacement of the defective item or, at FMS's option, a refund of the price paid for it. Buyer pays packing, removal, reinstallation, and transportation to and from the repair location. Field service is billed at FMS's current rates plus travel unless covered by warranty; non-warranty work is quoted before it begins.

25. DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS PART D, FMS MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TECHNICAL ADVICE, RECOMMENDATIONS, SIZING AND APPLICATION ASSISTANCE ARE PROVIDED AS AN ACCOMMODATION, WITHOUT WARRANTY.

26. LIMITATION OF LIABILITY. IN NO EVENT WILL FMS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST PRODUCTION, DOWNTIME, PRODUCT OR MEASUREMENT LOSS, OR COST OF SUBSTITUTE GOODS, UNDER ANY THEORY OF CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THEIR POSSIBILITY. FMS'S TOTAL LIABILITY FOR ANY CLAIM WILL NOT EXCEED THE PRICE PAID FOR THE SPECIFIC GOODS OR SERVICES GIVING RISE TO THE CLAIM.

27. Buyer Indemnity. Buyer will defend, indemnify and hold harmless FMS from claims, losses and expenses, including attorney fees, arising from Buyer's or its customers' installation, use, modification, or resale of the goods, Buyer's designs or specifications, site conditions, hazardous materials, or Buyer's breach of these Terms.

E. Field Service and Site Safety

28. Site Conditions. Buyer will provide safe access and working conditions, disclose all site health, safety and environmental requirements and hazards, and maintain lockout/tagout, permitting, and hazardous-material procedures. FMS may inspect but is not required to.

29. Hazardous Materials. Buyer is responsible for identifying, handling, storing, transporting and disposing of hazardous materials, including materials in or on equipment returned to FMS, which must be cleaned and decontaminated with a safety data sheet. Buyer indemnifies FMS for claims related to hazardous materials and pre-existing conditions.

30. Suspension and Changed Conditions. FMS may stop work and remove personnel if health or safety is at risk, without liability. If actual site conditions differ from those disclosed and affect cost or schedule, the price and schedule will be equitably adjusted.

F. Confidentiality, Intellectual Property, Export and Compliance

31. Drawings and Confidentiality. Drawings and data show general arrangement and approximate dimensions only; manufacturing and proprietary drawings are not supplied. Buyer will keep FMS's and its manufacturers' pricing, technical and proprietary information confidential and use it only for the goods supplied. FMS may require a separate non-disclosure agreement.

32. Intellectual Property. For resold products, any patent or intellectual-property indemnity is limited to what the manufacturer provides and FMS can pass through. For FMS-manufactured products, FMS will defend claims that the products infringe a U.S. patent, provided Buyer gives prompt written notice and cooperation; FMS may modify, replace, or refund the product. FMS is not liable for claims arising from combinations, processes, or Buyer's designs or specifications, which Buyer indemnifies. FMS's liability under this section is limited to the price of the item.

33. Export Compliance. Buyer will comply with all U.S. and applicable export control, sanctions, and import laws. Buyer will provide complete and accurate end-user, end-use and destination information and signed end-user documents on request. FMS may refuse, suspend or cancel any order to comply with law, without liability. Export shipments are subject to receipt of required documents and authorizations.

34. Government Contracts. FMS will comply with mandatory federal contract clauses only if identified in Buyer's order and accepted by FMS in writing.

G. Governing Law, Disputes and General Terms

35. Governing Law. These Terms and all sales are governed by the laws of the State of California, without regard to conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

36. Venue. Any action arising from these Terms or any sale will be brought exclusively in the state or federal courts located in Orange County, California, and Buyer consents to their jurisdiction. FMS may bring collection actions in any court with jurisdiction over Buyer.

37. Attorney Fees. In any action to enforce these Terms or collect amounts owed, the prevailing party will recover its reasonable attorney fees and costs.

38. Time to Bring Claims. Any claim by Buyer must be brought within one year after the cause of action accrues.

39. Assignment. Buyer may not assign any order or these Terms without FMS's written consent. FMS may use subcontractors and may assign its right to payment.

40. Severability and Waiver. If any provision is unenforceable, it will be enforced to the maximum extent permitted and the rest remain in effect. FMS's failure to enforce any provision is not a waiver.

41. Notices and Electronic Records. Notices to FMS must be in writing to Sales@flowmeasurementservices.com. Quotations, acknowledgments, invoices, acceptances and signatures may be electronic and are binding.

42. Survival. Payment, security interest, warranty limitations, limitation of liability, indemnity, confidentiality, governing law, venue and attorney-fee provisions survive delivery, completion, and termination.

43. Changes to These Terms. FMS may update these Terms by posting a revised version on its website. The version in effect when an order is accepted applies to that order.

Questions: 800-932-1263 · Sales@flowmeasurementservices.com