Compressor Filter



14430 FM 718 Ste # 310, Avondale Industrial con Newark, TX 76071 USA PH: 877-734-5837 877-7-FILTER, FX: 1-972-346-6899 (Remit-same as above) <u>EM: sales@compressorfiltersupply.com</u> VISIT OUR WEBSITE FOR PART QUOTES, SPECS, TRACKING, AND ONLINE ORDERING "EXPERTS IN FILTRATION - COUNT ON US FOR QUALITY, SPEED, AND VALUE" (1059) BILL TO: SHI

compressorfiltersupply.com

Vina Autech Co., Ltd

DateInvoice#Sep 25, 2024311841-866Invoice Validity2 years

Until: 09/25/2026

SHIP TO / CONSIGNEE

Vina Autech Co., Ltd

Than Pham Ngoc Hanh 203/38/34, Dang Thuy Tram Street, Ward 13, Binh Thanh Dist. Ho Chi Minh City, Vietnam

84-8-3515-3904 (ph) 84-8-3515-0253 (fax) Hanh@Vina.net.vn (em) Than Pham Ngoc Hanh 203/38/34, Dang Thuy Tram Street, Ward 13, Binh Thanh Dist. Ho Chi Minh City, Vietnam

- Specs available on our Website

- Same Day Shipping b/f 3:30pm CST on Stock parts (See STK Column)

| | Payment Terms: | Ref. Purchase Order # | | | Ship Terms: | | Incoterm |
|--------|--|-------------------------|------------------------------|--|---|----------------------------|--|
| | T/T Complete | C.7924/NT-CFS | | | Freight For | warder Collect | EXW Newark, TX |
| Qty: | OEM # (CFS Repl #): | Description: | ItemD(in): | STK*: | Wgt (Ibs) | Price (USD): | SubTotal (USD): |
| 1 | Filter Elements | -CFS Filter Cartridges | 20x20x20 | N20-30d | 141 | 5,250.94 | 5,250.94 |
| Count | Full Skid:8% (4.63 cuft) 1 items, 1 pcs, ~1 boxes | | w | yt in Ibs(kgs) | 143 (65) | #Boxes: ~3 | |
| Count. | I hereby certify that the information on this invoice is true and correct and the contexts and value of this | | | | | Subtotal | 5.250.94 |
| | shipment is as stated above. | | | Lou | A | | 5,250.9 |
| | | Brief Terms and Condi | hono | | | TX-SalesTax | |
| | Brief Terms and Conditions | | | | | Duties Eroight* | 0.0 |
| | Our parts are Compressor Filter Supply parts, replacing all OEM part #s-> Supplying Equal, or Replacement Our Parts meet or exceed all OEM standards and specifications in form, fit and function. | | | | | Freight* VAT/ GTGT -10% | 0.0 |
| | · · · | | | | | VAI/ GIGI-10/6 | |
| | - OEM Names & Part #s provided for Reference Purposes Only. In some cases, we will provide OEM. | | | | | | |
| | - Most all products are ISO 9001 aftermarket manufactured, non-OEM, and non-branded. | | | | | Total (USD) | 5,250.9 |
| | - Specification Sheet on our products available on our Website. | | | | | Payment Recv | 5 0 5 0 0 4 |
| | - INTL Orders | | | | | TOTAL DUE | 5,250.94 |
| | We will provide our Invoice, Certificate of Conformance & Certificate of Origin upon Formal Purchase Order. Country of Origin: U.S.A. | | | | | Lead Time** | elivery Schedule 30 |
| | - Freight Cost: Freight is automatically estimated based on weight configurations and dimensions. | | | | | Transit Time** | 5 |
| | - Payment Terms: | | | | | Est. Ship Date* | 11/04/2024 |
| | - U.S.A N30 upon approval, we also accept Visa/MC/Amex/Disc or UPS COD (added \$11 to Freight). | | | | Est. Delivery* | 11/11/2024 | |
| | - INTL - All orders must be Prepaid, either by Wire Transfer, or Credit Card. | | | | | *Approximate | |
| | <u>- Returns:</u> No returns accepted without an RGA#. Made to Order parts are Non-Returnable. Restocking fee may apply <u>H.S. Codes</u> : Filters: 8421.29 NMFC#/Class 069100-06 / 70 SEE REVERSE FOR ADDITIONAL T&C. | | | | | | NMFC# / Class |
| | | | (# ps FS - Lead - 2 |) - Partial Stoc Factory Stock, time <u>to ship</u> : 7 3w = 2-3 weel | lumn Abbrev: kk #=How Many , N = Non-Stock 7-10d = 7-10 days ks 3-5d = 3-5 days n ship right away. | | 061200 / 85 <u>Schedule B#</u> 8421.29.999900 Commodity Description: Filter Elements |
| | | | | | , | | EIN# 20-8301103 License Type Code: C33 -NL |
| | | IR WEBSITE FOR PART QUO | | | | | Export Information: OS, EAR |

"EXPERTS IN FILTRATION - COUNT ON US FOR QUALITY, SPEED, AND VALUE"

COMPRESSOR FILTER SUPPLY, LLC. <u>TERMS AND CONDITIONS</u>

1. <u>Complete Agreement</u> – This Sales Order (the "Order") contains all of the terms of the purchase and sale between COMPRESSOR FILTER SUPPLY, LLC. (the "Seller") and the Purchaser (the "Purchaser") and supersedes all prior correspondence, negotiations, discussions, representations and offers between them to the extent that they conflict or are in addition to the terms contained herein and no course of dealing or usage of trade shall be applicable unless expressly referred to herein. This Order is intended as a final expression and complete and exclusive statement of the terms of the agreement between Seller and Purchaser and may be amended only by a writing signed by each of them. ACCEPTANCE BY PURCHASER OF THE OFFER CONTAINED IN THIS ORDER IS EXPRESSLY LIMITED TO THE EXACT TERMS AND CONDITIONS CONTAINED HEREIN. ANY TERMS AND CONDITIONS SET FORTH IN ANY PURCHASE ORDER OR OTHER DOCUMENT PROVIDED BY PURCHASER TO SELLER WHICH DIFFER FROM, CONFLICT WITH OR ARE NOT INCLUDED IN THESE TERMS AND CONDITIONS SHALL NOT BECOME A PART OF ANY AGREEMENT BETWEEN PURCHASER AND SELLER UNLESS SUCH TERMS AND CONDITIONS ARE SPECIFICALLY ACCEPTED BY SELLER IN WRITING. ACCEPTANCE OF PRODUCT CONSTITUTES ASSENT TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN.

2. Prices – Seller may change at any time without notice all prices published by Seller or quoted by its representatives. Written quotations expire automatically 30 days from the date issued and are subject to change or termination by notice from Seller during that period. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms and conditions, which are not part of the original price quotation. Prices are exclusive of all excises, sales, use and other taxes imposed by any federal, state, municipal or other government authority, all of which taxes shall be paid by Purchaser. Purchaser is responsible for obtaining and providing to Seller any certificate of exemption or similar document required to exempt any sale from sales, use or similar tax liability. All prices shall be as specified by Seller, or if no price has been specified, shall be Seller's price in effect at the time of delivery or order placement.

3. Delivery – Unless otherwise specified, all sales are F.O.B. Seller's premises in Coppell, Texas. Seller reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries. Without in any way limiting the generality of paragraph 10, Seller shall not be liable for any loss or damage resulting from any delay or failure to deliver which is due to any cause beyond its control, including, without limitation, acts of nature, unavailability of supplies or sources of energy, riots, wars, fires, floods, epidemics, lockouts, strikes, and slowdowns, delays in delivery by its suppliers, or acts or omissions of Purchaser. If, as a result of any such cause, any scheduled delivery is delayed, Seller may, at its option, by written notice to Purchaser, cancel that and all future deliveries without further liability or obligation of any kind. Products on which delivery is delayed due to any cause within Purchaser's control may be placed in storage by Seller at Purchaser's risk and for its account. Purchaser shall be liable for all costs and expenses incurred by Seller in holding or storing products for Purchaser's or at Purchaser's reget.

4. <u>Shipment</u> – Unless specific instructions to the contrary are supplied by Purchaser, methods and routes of shipment will be selected by Seller, but Seller will not assume any liability in connection with shipment nor constitute any carrier as its agent. All shipments will be insured at Purchaser's expense and made at Purchaser's risk, and Purchaser shall be responsible for making all claims with carriers, insurers, warehousemen and others for mis-delivery, non-delivery, loss, damage or delay.

5. <u>Title and Risk of Loss</u> – Subject to paragraph 6 and to Seller's right to stop delivery of products in transit, title to and risk of loss for products shall pass to Purchaser upon the earlier delivery to Purchaser or to a carrier for shipment to Purchaser.

6. <u>Security Interest</u> – Seller reserves and Purchaser grants to Seller a security interest in all products sold and all proceeds to secure the full payment and performance by Purchaser of its liabilities and obligations to Seller. Purchaser acknowledges that this document or copies of this document may be filed with the appropriate authorities as a financing statement and agrees to execute and deliver such documents as Seller may request in order to protect its security interest.

7. <u>Cancellations and Returns</u> – Purchaser may not cancel this Order except upon the written consent of Seller and upon terms that will fully indemnify Seller against loss. Products shall not be returned to Seller without its prior written authorization.

8. <u>Installation</u> – Unless otherwise specified, Seller assumes no obligation to install any products sold or to place them in working order at Purchaser's premises.

9. <u>Specifications</u> – All products are subject to Seller's standard tolerances for specifications, except where specific tolerances are agreed to in writing at the time of order. Seller reserves the right to make substitutions and modifications in the specifications of any products provided that such substitutions or modifications in the specifications agreed to in writing at the time of order.

10. Claims – All claims for non-conforming or defective products must be made in writing within 10 days after delivery to Purchaser, and any claims not made within that period shall be deemed waived and released. Seller's sole responsibility with respect to such claims shall be, at its option, to credit or replace any product or component, which Seller determines to be defective. IN NO EVENT SHALL SELLER BE LIABLE FOR SOLELY ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES DUE TO ANY CAUSE WHATSOEVER EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SELLER FOR MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED. THE FOREGOING CONSTITUTES SELLER'S SOLE LIABILITY AND PURCHASER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SOLD BY SELLER. EXCEPT AS THUS PROVIDED, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Patents – Seller assumes no obligation or liability of any kind with respect to infringements or alleged infringements of United States or foreign patents, copyrights, trademarks or other proprietary rights arising out of a purchaser's purchase, use, possession, sale or delivery of any products sold hereunder. Purchaser shall indemnify and hold Seller harmless from any and all claims, liabilities, damages or expenses resulting from infringements or alleged infringements of United States or foreign patents, copyrights, trademarks or other proprietary rights arising from compliance by Seller with any designs or specifications provided by Purchaser. No sale of any product shall be construed as granting Purchaser any license or other right in or to any patent, copyright, trademark or other proprietary right any license to the product.

12. <u>Miscellaneous</u> – This Order shall be governed by the laws of the State of Texas. The headings herein are for purposes of references only and shall not limit or otherwise affect the meaning hereof. In case any provision herein shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. A waiver by Seller of any of the terms and conditions of this Order shall not be deemed to be a continuing waiver but shall apply solely to the instance of the waiver. Approval – This Order is subject to approval by the Seller at its home office in Coppell, Texas.

14. <u>Assignment</u> – The Purchaser shall not delegate any duties nor assign any rights or claims under this Order without Seller's prior written consent, and any such attempt at delegation or assignment shall be void.

15. <u>Compliance with Laws</u> – The Purchaser shall carry out the transactions contemplated by this sale and shall otherwise deal with the products sold in conformity with all applicable laws, rules, and regulations of all governmental authorities, including, without limitation, the Export Administration Act, and shall obtain all permits and licenses required in connection with the purchase, installation, sale, shipment or use of any of the products.

16. <u>Export Control</u>. You acknowledge that our Products are subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of our Products. You agree that you will not directly or indirectly use, export, re-export, or transfer our Products except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use our Products in any embargoed or sanctioned country such as Cuba, Iran, North Korea, Sudan, and Syria.

17. <u>Accounts Receivable Conversion (ARC)</u>. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

COMPRESSOR FILTER SUPPLY, LLC. <u>Warranty and Return Policy:</u>

COMPRESSOR FILTER SUPPLY, LLC., warrants that all parts of its manufacture will meet or exceed the OEM specifications and performances; additionally, COMPRESSOR FILTER SUPPLY, LLC., warrants that all parts of its manufacture will be free from defects or workmanship under normal use and service. This warranty runs for six months from date of shipment or 1000 hours of operation, whichever comes first, and is limited at the sole option of COMPRESSOR FILTER SUPPLY, LLC., to repair or replace the defective part, provided that COMPRESSOR FILTER SUPPLY, LLC. is:

- 1. promptly notified upon the discovery of such defect
- 2. that such part is returned to COMPRESSOR FILTER SUPPLY, LLC., adequately packaged so as to prevent damage in transit, shipped freight prepaid
- 3. is accompanied by adequate documentation of the service life, and
- is accompanied by a valid return goods number first obtained from COMPRESSOR FILTER SUPPLY, LLC.

This warranty shall not apply to any part which has been subjected to misuse, neglect, accident or damage resulting from storage or shipping without adequate protection, nor shall it apply to any part which has been repaired or altered so as in the judgment of COMPRESSOR FILTER SUPPLY, LLC., to affect its stability and/or reliability.

Under the terms of the warranty, COMPRESSOR FILTER SUPPLY, LLC., shall not be responsible or liable for:

- 1. consequential, collateral, special losses or damages, loss of profits, or
- 2. damage resulting from shipment or installation

In no event shall COMPRESSOR FILTER SUPPLY, LLC., be liable for consequential damages or contingent liabilities arising from the failure of any part to operate properly, nor for any claims whether arising from breach of contract, warranty, claims of negligence, or negligent manufacture in excess of the purchase price.

Non used parts returned for credit are subject to a restocking fee. All returns are for credit only. No cash refunds. A Return No. is valid for 90 days, Made to Order or Special parts cannot be returned.

Governing law: These terms and conditions and any sale under them shall be governed by and constituted in accordance with the laws of the State of Texas.