

TERMS AND CONDITIONS OF SALE WARRANTY

Exhibit 1

Warranty Coverage By Product

PRODUCT	0-12 MONTHS	13-18 MONTHS	18-24 MONTHS	25-36 MONTHS	37-60 MONTHS
REFRIGERATION PUMPS	100%				
IRRIGATION PUMPS*	100%				
FOOD AND HOT OIL PUMPS	100%				
INDUSTRIAL PUMPS*	100%				
MUNICIPAL PUMPS*	100%				
SUBMERSIBLE PUMPS*	100%		50%		25%
PORTABLE PUMPS**	100%	50%		25%	
DAF PUMPS	100% (6 month)				
STX, STL & STH SELF PRIMER PUMPS	100%				
OTHER PUMPS NOT LISTED	100%				
PARTS	100%				
Warranty for Motors, Controls, and other accessories not manufactured by Cornell are provided by the manufacturer of those products.					

*For permanent installations

**Pumps used for Rental, Dewatering, and other non-permanent applications

Proration periods are based on months after shipment (unless otherwise agreed upon).

Wear Parts: This limited warranty does not cover parts that by nature of their function require replacement as the result of normal wear and tear (seals, wear rings, wear plates, or other parts subjected to abrasion, cavitation, or corrosion) unless a defect in materials or workmanship can be determined by Cornell.

*Effective Date: August 1st, 2014
Supersedes All Previous Warranties*

CORNELL PUMP COMPANY

TERMS AND CONDITIONS OF SALE

LEGAL EFFECT: These Terms and Conditions of Sale ("Terms") and the associated Order Acknowledgement (collectively, the "Agreement") are binding upon Cornell Pump Company ("Cornell") and the purchaser of products and services from Cornell ("Buyer"). Except as otherwise agreed to in writing by Cornell, these Terms shall apply to, and form a part of, all sales of products and services (collectively, "Products"). Additional or different terms shall have no effect unless agreed to in writing by Cornell.

Cornell may suspend its performance of any order if Buyer defaults in the performance of its duties under any order or under any other agreement between Cornell and Buyer.

ACCEPTANCE: The sale of Products by Cornell to Buyer is expressly conditioned on Buyer's acceptance of these Terms.

CHANGES: Any changes proposed by Buyer after formation of this Agreement that affect the delivery schedule or requirements, or otherwise affect the scope of this Agreement, shall be submitted in writing by Buyer to Cornell and shall become binding only if agreed to in writing by Cornell. Any modifications to price or delivery as a result of such changes shall be determined by Cornell in its sole discretion.

CANCELLATION AND REVISION: No order may be cancelled or revised, in whole or in part, without the written consent of Cornell. In the event that Cornell consents to any cancellation or revision, Buyer shall reimburse Cornell for all of Cornell's losses, costs, and damages caused by such cancellation or revision, including, but not limited to, any costs arising from changes in design or specifications.

CREDIT: The amount of credit offered by Cornell to Buyer is based on a number of factors, including, but not limited to, Cornell's opinion of Buyer's capacity, ability, and willingness to promptly pay for Products. Cornell reserves the right to revoke Buyer's credit and/or suspend performance on any order in the event that, in Cornell's opinion, there is a material adverse change in Buyer's financial condition, or Buyer has not, within the agreed upon time, fully paid for Products previously supplied under any other agreement with Cornell.

PAYMENTS: Standard terms for customers who qualify for credit are ½% 15 days, net 30. Unless otherwise agreed to in writing by Cornell, Buyer shall pay all amounts due within thirty (30) days of receipt of invoice. A monthly service charge of 1.5% may be charged on amounts owed by Buyer to Cornell that have not been paid on time, subject to the maximum amount permitted by law.

TITLE AND LIEN RIGHTS: The Products will remain personal property, regardless of how the Products are installed or affixed to any realty or structure. After delivery to Buyer, Cornell will have all such rights, including security interests and liens, in the Products as lawfully may be conferred upon Cornell under any applicable provision of law. Buyer agrees to cooperate fully with Cornell in the filing of any financing statements, including Uniform Commercial Code filings or other documents necessary to perfect such interests and liens. If Buyer breaches this Agreement, or defaults on any obligations, before paying all amounts due for the Products, Cornell may take any and all actions permitted by law to protect its interests, including, where permissible, repossession of such Products.

SHIPMENTS: All sales are ex-works factory. Risk of loss shall pass to Buyer upon shipment. Shipping contracts made by Cornell shall be to Buyer's account. All claims for loss or damage after shipment shall be filed by Buyer with the carrier. Buyer shall be liable to Cornell for the full price of the goods, irrespective of loss or damage in transit. Cornell shall not be required to provide freight cost receipts to Buyer at the time of invoice.

LIMITED WARRANTY: Cornell warrants, to Buyer only, that Products manufactured by Cornell are free from defects in material and workmanship for the periods set forth in Exhibit 1. If a failure to conform to specifications or a defect in materials or workmanship is discovered within the applicable period, Cornell must be promptly notified in writing within thirty (30) days of such discovery. Within a reasonable time after such notification, Cornell shall correct any failure to conform to specifications or any defect in materials or workmanship, or in lieu of such repair, and at Cornell's sole option, shall replace the Products or the applicable portion thereof.

Any such repair shall be performed at Cornell's facility, unless otherwise designated by Cornell. Buyer shall pay any cost incurred as a result of shipping the Products, or any portion thereof, to Cornell. Cornell shall pay any cost incurred

in returning the Products, or any portion thereof, to Buyer. For repairs done at Cornell's facility, Cornell will pay for any costs of labor and materials, and any expenses incurred by Cornell in making such repairs.

Cornell may opt to send replacement parts in lieu of repair at Cornell's facility. Cornell may also opt to perform repairs at Buyer's facility or site. If such repairs are performed for the convenience of Buyer, Buyer shall pay for all costs of labor and materials. If such repairs are performed for the convenience of Cornell, Buyer shall, in Cornell's sole discretion, pay a portion of the costs of labor and materials. Cornell shall have no obligation to pay or reimburse Buyer or any third party for any expense incurred as a result of any Products, or any repair or attempted repair of any Products.

The warranty provided herein shall not apply in the event of any (a) defects caused by a failure to provide a suitable installation environment for the Products, (b) damage caused by the use of the Products for purposes other than those for which the Products were designed or intended, (c) damage caused by disasters such as fire, flood, wind, or lightning, (d) damage caused by unauthorized attachments or modifications, (e) other abuse or misuse, including improper installation, (f) reasonable wear and tear, and (g) defects in equipment or components not manufactured by Cornell. Cornell shall pass on any warranties for equipment and components not manufactured by Cornell to the extent that such warranties may be passed on.

CORNELL DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE PRODUCTS WILL GENERATE CERTAIN RESULTS, WORK IN COMBINATION WITH OTHER COMPONENTS OR AS AN INTEGRATED SYSTEM OR WILL FULFILL ANY OF BUYER'S PARTICULAR PURPOSES OR NEEDS.

COMPLIANCE WITH LAWS: Buyer shall comply with all laws and regulations governing the purchase or license, installation or use of the Products, including, without limitation, obtaining all licenses, permits and registrations and fulfilling all other requirements of governmental agencies, and Cornell shall have no obligation or responsibility of any kind with respect thereto. Buyer shall only export or re-export the Products in compliance with all applicable U.S. export control laws and regulations.

LIMITATION OF LIABILITY: Cornell's aggregate liability for any claim, loss, cost, damage, or liability arising out of or related to this Agreement, including, but not limited to, any liability arising from negligence, warranty, indemnity, contract, strict liability, or operation of law, shall in no event exceed the purchase price paid by Buyer for the affected Products. IN NO EVENT SHALL CORNELL BE LIABLE FOR, OR OBLIGATED IN ANY MANNER TO PAY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND.

INDEMNIFICATION: Buyer shall indemnify, defend and hold harmless Cornell, its affiliates, and their respective directors, officers, members, employees, agents, contractors, successors, and assigns from and against all losses, damages, expenses, claims, demands, suits, judgments, penalties, and costs of any kind whatsoever, including attorneys' fees and expenses arising out of this Agreement or Buyer's use, acts, or omissions in connection with any Products.

GOVERNING LAW AND FORUM: This Agreement shall be governed in all respects by the laws of the State of Oregon, U.S.A. (excluding any conflicts of laws principles that would lead to the application of another state's laws). Buyer submits to the jurisdiction of the state and federal courts of Oregon for the purposes of resolving any dispute arising under or in connection with this Agreement.