

TERMS AND CONDITIONS OF SALE

All sales and offers to sell by Hose Guys (hereinafter called "Seller") of products offered and sold by it are subject to the following general terms and conditions which are deemed incorporated into all offers to purchase submitted to Seller for acceptance and into all of Seller's for acceptance and into all of Seller's quotations, acceptances and contracts of sale:

1. **CONTROLLING CONDITIONS.** Any order of Buyer is accepted on the condition that the terms and conditions set forth herein shall apply and shall constitute the complete agreement between the parties. Any provisions or conditions of Buyer's order forms or any verbal or other understandings or agreements which are in any way in conflict or in addition to these terms and conditions shall not be binding on Seller and shall not be applicable, unless expressly agreed to in writing by Seller herewith or hereafter.
2. **PRICES.** Prices are subject to change without notice. However, on orders for shipment within fifteen (15) days, prices in effect at the of the order acknowledgment will apply unless the shipment is delayed beyond fifteen (15) days from the date of acceptance by Seller. On any order or any part of an order shipped fifteen (15) days or more after the date of acceptance by Seller, whether the delay is in accordance with the terms of the order or is from any other cause whatever, prices in effect at the time of shipment will apply. Before making any shipment at a price in excess of that stated in the price quotation or accepted order, Seller will notify Buyer stating in the notice what part of the order is to be shipped at such higher prices and thereupon Buyer shall have the right to cancel the part of the order to which the increased price applies. If Buyer does not so cancel within three (3) days of said notice, the price increase recited in the notice shall be effective and Buyer shall have no further right to cancel.
3. **TAXES.** Prices, unless expressly indicated otherwise, do not include federal, state or local taxes, now or hereafter enacted, applicable to the goods sold, which tax or taxes will be added by Seller to the sales price where Seller had the legal obligation to collect the same, and will be paid forthwith by Buyer to Seller unless Buyer provides Seller with a proper tax exemption certificate.
4. **TERMS AND METHOD OF PAYMENT.** When Seller has extended credit to Buyer, terms of payment shall be as stated on Seller's invoice. The amount of credit may be changed or credit withdrawn by Seller at any time. Anything to the contrary notwithstanding, Seller shall be under no obligation to make any shipment when Buyer is in default under the agreement or any other agreement between Buyer and seller. Pro rate payments are due from Buyer as shipments are made by Seller. If shipments are delayed by Buyer, payments are due from the date when Seller is prepared to make such shipments.
5. **DELIVERY.** The goods shall be delivered freight on board Seller's plant and risk of liability for less and damage in transit or thereafter shall pass to Buyer upon Seller's deliver of the good to a common carrier for shipment to Buyer or upon delivery to Buyer, whichever occurs first. Shipping and insurance charges, packaging costs, any duty and all taxes related to Buyer's order shall be paid by Buyer. Claims for damages in transit must be asserted against the carrier. Within seven (7) days after receipt of shipment, Buyer must report to Seller any shortage or damage not due to the carrier, otherwise claims for such shortage or damages will be deemed waived. All stipulated deliver or shipment dates are estimated only. Seller reserves the right to make delivery in installments and the contract shall be severable as to each such installment. Delay in delivery or other default in any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries. If delivery of the goods is delayed in transit due to default in payment of the purchase price or to delay in receipt of shipping instructions, documents for payment, required inspection, export permit or other cause for which Seller is not responsible, charges for demurrage and storage shall be paid by the Buyer. All claims for delay in delivery shall be deemed waived unless presented to Seller in writing within thirty (30) days after delivery of each shipment.
6. **LIABILITY.** In no event shall Seller be liable for increased costs, loss of profits or goodwill, or any special indirect, incidental or consequential damages.
7. **CONTINGENCIES.** Seller shall not be responsible for any failure to perform or delay in performance, whether in manufacturing, delivery or otherwise, due to causes beyond its control. These causes shall include, but not be restricted to, fire, storm, flood, earthquake, destruction of plant or facilities, explosion, accident, act of public enemy, war (whether declared or undeclared), rebellion, insurrection, riot, sabotage, epidemic, quarantine restriction, labor dispute, labor shortage, strike, lockout, blockade, transportation or other embargo, failure or delay in transportation, inability to secure raw materials, failure of machinery for the manufacture, of its products, acts of God, acts of the United States or any other federal government or any agency thereof, acts of any state or local government or agency thereof, and judicial action, or any other cause whatsoever, whether similar or dissimilar to those therein before enumerated, all whether foreseen or unforeseen.
8. **SERVICE CHARGE.** Amounts unpaid by Buyer beyond the period of credit extended on the face hereof. If any, shall bear interest 1 1/2% per month (18% annual percentage rate) on the unpaid balance. Unless otherwise indicated on the face hereof payment terms are net thirty (30) days.
9. **LIMITATIONS OF WARRANTIES AND CLAIMS.** The Seller makes no warranty, express or implied, with respect to the goods sold and/or the services rendered by the Seller hereunder, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF USE OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURIES. To the extent any component or part of the goods sold and/or services rendered hereunder have not been manufactured by the Seller, the Seller's sale obligation shall be limited to making available to Buyer any existing applicable warranty of the manufacturer of such component or part to the extent Seller can do.
10. **CHANGES.** Buyer's order shall not be canceled, changed or reduced in amount, nor any deliveries suspended by Buyer, without Seller's prior written consent.
11. **RETURNED GOODS.** Goods may not be returned to Seller for credit without the prior written consent of Seller. Seller retains the right to charge a restocking charge, that shall be determined at Seller's discretion, for goods returned for credit. Any goods returned for credit must be accompanied by Seller's invoice number and date of purchase.
12. **NONWAIVER OF DEFAULT.** Each shipment made under any order shall be treated as a separate transaction, but in the event of any default or breach by Buyer. Seller may decline to make further shipments without in any way affection its rights under such order. If, despite any default or breach by Buyer, Seller elects to continue to make shipments, its actions shall not constitute a waiver of any default or breach by Buyer or in any way affect Seller's legal remedy for such default or breach.
13. **LAW.** The validity, construction, and performance of these terms and conditions or any sale made hereunder shall be governed by the laws of the state where Seller's principle place of business is located.
14. **MODIFICATIONS OF GENERAL TERMS AND CONDITIONS.** No addition to or modification of any provisions upon the face or revers of this form shall be binding upon Seller unless made in writing and signed by a duly authorized representative of Seller.
15. **SEVERABILITY.** In the event that any provision contained in this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provision shall, nevertheless, be binding and enforceable.
16. **ATTORNEY'S FEES.** Buyer shall pay Seller all fees, costs, and expenses of Seller reasonably incurred in the enforcement of Seller's right under or with respect to this agreement, including, without limitation, reasonable attorney's fees.
17. **TIME FOR BRINGING ACTION AND VENUE.** Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued and shall be exclusively venued in state or federal district court in the country where Seller's principle place of business is located.