



Hart Heat Transfer Products General Terms and Conditions for Sales and Service

1. It is understood and agreed by both buyer and seller that the terms and conditions herein shall be considered as the governing document and that acceptance of the buyer's order in no way should be deemed as agreement to any terms listed in the buyer's purchase order. The terms and conditions below shall supersede any previous agreement between the two parties unless separately contracted in writing and agreed to by a duly authorized representative of the seller. Unless otherwise notified in writing, the buyer agrees to accept the terms and conditions below. In the absence of such notice the buyer will be deemed to have accepted the terms and conditions by acceptance of the products delivered. All sales and service provided by the seller shall be governed by the laws of the state of Texas, USA.
2. The buyer's order shall be considered accepted upon the buyer's receipt of the seller's order confirmation by email, fax or mail. The order confirmation is to be used in conjunction with these terms and agreements to define the entire agreement between the buyer and seller. In the event that there are conflicting terms between these terms and conditions and the order confirmation, it is understood that these terms and conditions will apply. Any orders that have been quoted in terms of "weeks to completion" shall begin upon the date of the order's acceptance by the seller, not the date of the order's issuance. The seller will not be liable for any penalty clauses set forth in the buyer's order. The seller shall withhold the right to amend the order confirmation due to typographical errors, or errors of omission.
3. Upon acceptance of the buyer's order, the seller will provide an estimated date or range of dates for delivery of the product. The buyer agrees not to hold the seller liable for any damages or losses pursuant to the product being delivered after the estimated date of delivery. The buyer shall not have the right to terminate the order unless authorized in writing by the seller. Should the product deliver after the estimated date, the seller will not be liable for shipping expenses. In the event that the product is completed before the estimated date, the buyer agrees to take delivery upon notification by the seller.
4. The seller agrees to provide the buyer with products free from defect in material or workmanship. A copy of the seller's limited warranty statement is included with all shipping documents and is available at the seller's website (www.hartheat.com). All seller authorized products to be considered for warranty must be returned to the seller's location free of charges to the seller. Repair or replacement of defective product shall be at the sole discretion of the seller. Under no circumstances will any repair work performed by the buyer or a third party be reimbursed by the seller. Any claims against the seller shall be limited to an amount not to exceed the original purchase price of the product or service. Any claims due to damage caused by engine overheating will be denied. All vehicles and stationary equipment should have warning lights and gauges designed to notify the operator before damage occurs. The seller will not be held liable for operator negligence.
5. Neither the buyer nor the seller shall have the right to cancel an accepted order unless both parties agree in writing to do so, with the exception that the seller may with written notice suspend or cancel any and all orders should the buyer have failed to pay in whole any past due invoices. Should both parties agree to cancel the order, the buyer agrees to accept all completed product. The buyer may be subject to a cancellation fee to cover the seller's cost of materials, work-in-progress for partially completed product, or other expenses. The amount of the cancellation fee shall not exceed the original purchase price of the product.
6. All quotes, whether written or verbal, are valid for a period of 30 days after the date of issue.
7. The seller shall provide to buyers with approved credit terms of Net 30. An invoice will be issued upon the completion of work agreed upon by the buyer and seller. The date of the invoice shall be considered as "day one" of the Net 30 agreement. The buyer agrees to pay any finance charge for accounts that are past due. Buyers not granted Net 30 terms may be required to pay in advance all or part of the agreed purchase price, or may be required to pay upon delivery of product at the seller's discretion. The invoiced amount shall not be subject to any set-offs for claims by the buyer against the seller, including, but not limited to any claims for product returned by the buyer for repair or correction of defects.
8. Delivery shall be considered complete and all title, liability and risk of loss to product sold shall pass to the buyer at the seller's shipping point. Freight terms for all domestic sales unless agreed upon in writing shall be FCA Hart Heat Transfer Products Houston, TX 77029 (as defined by Incoterms 2000 <http://www.iccwbo.org/incoterms/preambles/pdf/FCA.pdf>). International sales shall be EXW as defined by Incoterms 2000 without exception.
9. It shall be the buyer's responsibility to pay all duties, taxes or tariffs associated with the purchase and shipment of the product.
10. The buyer will agree to keep confidential and not disclose to any third party any drawings, specifications, data, or performance criteria that the seller shall provide to the buyer. The buyer understands and agrees that any information provided by the seller remains the seller's proprietary property and such information will be returned immediately upon the request of the seller.
11. In the event of product failure or unsatisfactory fit or performance caused by design flaw, the buyer shall agree to hold the seller harmless for causes associated with flawed, incorrect, or incomplete design criteria provided by the buyer. In no event shall the seller be liable for an amount to exceed the original purchase price of the product or service.
12. Any amendment or waiver of these terms shall not be effective unless it is made by an authorized representative of the seller. Any waiver or breach of provision by either party shall not be considered to be a waiver of any subsequent or continuing breach of that provision unless expressly agreed upon in writing. Failure by either party to take action regarding any breach of these terms shall not be considered as a waiver by either to take action for any subsequent breach.
13. The invalidity, illegality or unenforceability of any one or more of the provisions shall in no way affect or impair the validity or enforceability of the remainder of the terms and conditions.

