



## TERMS & CONDITIONS OF SALE

### AGREEMENTS:

All agreements are subject to availability of material, accidents, or other causes beyond our control.

### WARRANTY:

Hydra-Zorb (Company) warrants all products manufactured by the Company to be free from defects for a period of 12 months from shipment date. Products must be used for their intended purpose. If goods are found to be defective, Company will replace the product but will not be responsible for labor or expense of replacing or repairing defective goods or damage resulting from same. The Company makes no other warranty of any kind, expressed or implied. Any implied warranties made by resellers of Company's product are hereby disclaimed by Company and are excluded from this warranty. Warranty will be void if Company manufactured clamps and/or cushions are substituted with components produced by other manufacturers.

### CLAIMS:

No claims for shortages allowed unless made in writing within ten days of receipt of goods. All materials sent out will be carefully examined, counted, and packed. Claims for goods damaged or lost in transit should be made to the carrier, as our responsibility ceases on delivery to the carrier.

### RETURNS:

Complete customer satisfaction is our goal. However, if our product does not meet your expectations, we offer the following return policies:

1. Return requests must occur within 30 days of shipment. No return requests will be honored more than 30 days after the original shipment date.
2. All returns are at the discretion of the Company, and we reserve the right to limit or refuse a return for any reason.
3. Special order products cannot be returned. This includes, but is not limited to, custom labeled product, all anchor channel, and stainless steel, hot-dip galvanized and aluminum assemblies.
4. Requests to return product must be accompanied by the original invoice number, sales order number, or purchase order number on which the purchase occurred.

5. Return Material Authorization (RMA) must be issued by the Company before return shipment occurs. RMA # must be clearly marked on all packages.
6. Product returns are subject to a 35% restocking fee. Parts must be in unopened, saleable condition, and include all component parts.
7. Upon receipt of the return, product will be inspected. Any parts requiring new packaging will be subject to a 50% restocking fee.
8. Return freight charges must be prepaid by Customer.
9. Upon inspection of parts, a credit will be issued to your Hydra-Zorb account which may be applied to open invoices or future invoices. Cash refunds will not be issued.
10. This Agreement and the rights and obligations of the parties hereunder shall be governed exclusively by the applicable laws of the State of Michigan. Further any and all disputes hereunder shall be resolved exclusively by the courts located in Oakland County, Michigan and the parties stipulate to exclusive jurisdiction in Oakland County, Michigan to resolve any said disputes.
11. Any and all costs and expenses of the Company, including all reasonable attorney fees, incurred in enforcing its rights hereunder shall be recoverable from Purchaser hereunder.

### TERMS AND DESIGN:

Subject to change without notice. Refer to current price list for terms of sale. Hydra-Zorb reserves the right to revise product design, product offerings, and catalog without notification.

### FREIGHT TERMS:

All prices are F.O.B. point of shipment. Purchaser is responsible for and will be billed for all chargebacks from freight carriers due to incorrect address or account information.

### DIMENSIONS AND WEIGHTS:

Although Hydra-Zorb makes every attempt to be as accurate as possible, all listed dimensions and weights are approximations and are not guaranteed.

### INTERNATIONAL SHIPMENTS:

Purchaser is responsible for any import duty or fees related to your purchase.