



Customer Terms & Conditions

These General Conditions of Sale are and shall be applicable to all sales of products and services of Hardy Process Solutions Inc. ("Hardy"). No other or inconsistent conditions of sale shall be binding upon Hardy unless specifically agreed to in writing by an authorized official of Hardy. Hardy's distributors and sales representatives are not authorized officials of Hardy for purposes of this provision. Any failure by Hardy to object to any inconsistent condition or other communication from a purchaser of products or services from Hardy shall not be construed as an acceptance of such other inconsistent provision or as a waiver of these General Conditions of Sales.

PRICES: Published prices on standard products and services are subject to change without notice. Verbal quotations on custom products or special services expire at the close of business the day they were made, if not first accepted in writing or withdrawn. Written quotations for custom products or special services expire 30 days from the date they bear, unless earlier withdrawn or unless the quotation specifically provides another expiration date.

OFFICIAL CORRESPONDENCE: All official correspondence to include, but not limited to, Purchase Orders, Specifications, Samples, Construction Drawings, Approval Documentation, Shipping Status Reports, Shortages of Incorrect Equipment Claims, and/or Warranty Claims must be made and addressed to Hardy Process Solutions at its principal offices in San Diego, California.

ACCEPTANCE: No purchase order shall be valid and binding upon Hardy unless first accepted by Hardy at its principal offices in San Diego, California and acknowledged in writing.

TERMS OF PAYMENT: Unless otherwise agreed to in writing, payment is due:

- a) Net within 30 days from date of invoice from purchasers whose credit has been approved by Hardy.
- b) Upon delivery for all other purchasers.

Hardy will charge a 1 1/2% per month service and carrying charge with respect to all balances which are not paid when due. If shipment of Hardy's products are delayed by acts or omissions of a purchaser, payment shall become due at the time such products would have been shipped and the products will thereafter be stored by Hardy at the purchaser's expense and risk.

CONFIDENTIALITY: All proposals and price quotations, including any drawings, prepared by Hardy are confidential and remain the property of Hardy. Transmission of all or any part of such information to others, or the use of any such information for purposes other than considering the purchase of the products described, is unauthorized.

TAXES: Any federal, state or local tax, tariff, charge or duty levied on the sale by Hardy of any product or service or on the use or possession of any product after shipment by Hardy shall be borne by and paid for by the purchaser. If Hardy is required by law to collect any such tax, tariff, charge, or duty, the purchaser will pay the amount thereof to Hardy on demand or provide to Hardy at the time the purchase order is submitted to Hardy any applicable exemption certificate or other document.

RESPONSIBILITY FOR DOCUMENTS: Any documents, drawings or samples submitted by a purchase order must be picked up by the purchaser within a 30-day period. Hardy shall no longer be responsible for any such items and may discard them.

ESCALATION: Any price quoted by Hardy is calculated on the basis of wage and materials costs in effect at the date of the quotation and may be subject to increase to reflect increases in wage and/or materials costs.

CHANGES IN SPECIFICATIONS: No specification change shall be valid unless in writing, signed by Hardy and the purchaser of the product.

LOCAL CONDITIONS: Hardy shall not be responsible for determining whether products furnished to any purchaser comply with local conditions, codes, or interpretations. The purchaser of the product shall have the sole responsibility for assuring such compliance.

SHIPPING: Shipping dates are approximate and are dependent upon availability of materials and the cooperation of the purchaser. Hardy shall not be subject to any liability because of delay in shipping resulting from strike, accident, weather, fire or other conditions beyond Hardy's control. Hardy shall not be responsible for damage or loss in transit, and the purchaser of any product shall have the sole responsibility to pursue any claims against a carrier.

SHORTAGES OR INCORRECT EQUIPMENT: Claims by a purchaser of products from Hardy for shortages or incorrect products must be made in writing within 10 days after receipt of the shipment by such purchaser. Failure to give such written notice to Hardy shall constitute an unqualified acceptance of the shipped products and a waiver by the purchaser of any claim.

INSTALLATION: Installation of Products shall be at the expense of the purchaser. Hardy can provide installation, start-up and field service.

In any case where Hardy is utilized, the purchaser shall nevertheless be obligated to furnish all necessary skilled and unskilled labor, tools, rigging and appliances with respect to the erection of the Product, without responsibility to or liability of Hardy.

If a product is installed without Hardy's assistance, Hardy's warranties contained in these general conditions shall not be applicable in the event of any claim of damage which, in Hardy's opinion, results from inadequate or faulty installation.

WARRANTY: Hardy warrants its Products with the following terms and conditions only. THESE EXPRESSED WARRANTIES ARE IN LIEU OF ANY OTHER OBLIGATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED OR ARISING BY OPERATION OF LAW.

a) Hardy warrants that all Standard Products shall be free of defects in workmanship and materials for a period of up to two years from the date of shipment by Hardy from its factory. Exceptions to the two year warranty include the EnviroBench Scale and all custom and special products, which are warranted for one year from date of shipment.

b) Hardy warrants that any of its custom Products which are manufactured in accordance with specifications, drawings, plans and designs set forth in writing by the purchaser shall reasonably conform to all such written specifications, drawings, plans and designs

c) The warranties set forth in (a) and (b) above are subject to and limited by the following:

(i) Hardy's warranty with respect to a component of a Product supplied by another supplier shall not exceed the warranty of the other supplier in terms or conditions.

(ii) Hardy's warranties shall be void if, in the opinion of Hardy, the Product has been mechanically, electrically or environmentally abused, if the Product was installed improperly, or if it has been modified from its original configuration.

(iii) Hardy's warranty is a mail-in warranty, and all repair work will be performed during normal business hours, at Hardy's repair facilities, and assumes the reasonable cooperation of the product owner.

HARDY DOES NOT ASSUME ANY LIABILITY FOR LOSS, DAMAGE, DELAY OR ACCIDENT DUE TO OR CAUSED BY ANY DEFECT IN WORKMANSHIP AND/OR MATERIALS.

PATENTS: Hardy will indemnify a purchaser of a Product against any legal expenses relating to a claim that such Product infringes against a United States patent held by a third party, provided that such purchaser gives to Hardy thirty (30) days notice of any claim of infringement and the complete authority to defend such a claim. Hardy shall not be liable, however, for any loss, expense or damage to such purchaser resulting from any such claim of infringement, it being the intention of the parties that Hardy's obligations shall extend only to the legal expenses necessary to defend such claim.

GOVERNING LAW: California law shall be applicable with respect to the interpretation of these General Customer Terms and Conditions of Sale.

RETURNS/CANCELLATION BY PURCHASER: Unilateral cancellation of a purchase order to Hardy shall constitute a breach of contract and shall be subject to a cancellation/restocking charge. This charge shall be a minimum of 30% of the purchase order value and a maximum of the selling price of all material and labor, purchased or expended by Hardy to compensate for disruptions in scheduling, planned production, and other direct costs. No approval shall be granted for the return of Goods under any circumstances where the original invoice date for such Goods is more than one hundred eighty (180) days prior to the date that a request is made to Hardy for such approval. No credit will be issued for returned Goods where the net amount involved is less than \$100.00, or for special products, except when an error made by Hardy is to be corrected.