



HOSE MASTER

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Cleveland • Houston • Atlanta

ISO 9001
Registered Quality System



Terms and Conditions for Hose Master LLC's Use of Customer Supplied Materials

Customers have requested that from time-to-time Hose Master LLC ("Hose Master") use materials supplied by Customer (the "Materials") when fabricating metal hose assemblies or expansion joints. Hose Master has agreed to use the Materials provided Customer agrees to waive and indemnify Hose Master for any and all liability associated with the use of the Materials.

Hose Master is utilizing the Materials at Customer's direction. Customer acknowledges and agrees that Hose Master is relying on Customer's expertise in inspecting the Materials, selecting Materials suitable for fabrication, and specifying their use for the intended application. Customer also acknowledges and agrees that Hose Master will not independently inspect the Materials and that Hose Master makes no representation or warranty regarding the Materials including any implied warranty of merchantability or fitness for any particular purpose. Customer agrees to defend, indemnify, and hold Hose Master harmless from and against any and all actions, claims, demands, suits, judgments, liabilities, losses, or damages, (including reasonable attorneys' fees) however arising, relating to any defect in design, or use of the Materials.

Customer also acknowledges that: (1) due to the complexities of fabricating metal hose assemblies and expansion joints, there may be some process loss of Materials; (2) that Customer will provide additional Materials as directed by Hose Master; (3) that Hose Master will not be responsible for reasonable process losses; (4) Hose Master may need to modify the Materials in order to make them suitable for fabrication; and (5) Hose Master only warrants that it will perform its duties in a good and workmanlike manner.