

**HOSE MASTER**

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Cleveland • Houston • Atlanta • Reno

ISO 9001
Registered Quality System



Terms and Conditions

Terms: Standard credit terms of net thirty (30) days from invoice date are available for domestic customers upon approval. Other methods of payment include bank transfer, letter of credit, and company's check drawn on a US bank. Contact factory for details.

Prices: Prices are subject to change without notice in which event Hose Master ("Seller") will notify Purchaser prior to entering any order for production. All policies regarding prices, shipping, and minimum charges shall be as determined by Seller.

Returned Goods Policy: All shipments returned to Seller must have prior approval from Seller and have been assigned a Returned Goods Authorization number by Seller. Restock fees shall apply.

Conditions: The prices and terms are not subject to changes or other agreements unless approved in writing by the home office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond Seller's control. Prices are based on costs and conditions existing on date of quotation.

Typographical and stenographic errors are subject to correction. Purchaser agrees to accept either overage or shortage of bulk items, not in excess of ten percent (10%), to be charged for pro rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications.

Prices quoted by the Seller are exclusive of all City, State, or Federal taxes. Any such taxes paid by the Seller will be charged to the Purchaser.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein, which may appear on Purchaser's formal order, will not be binding on the Seller.

Shipment: F.O.B. Euclid OH, Houston TX, Atlanta GA, or Reno NV.

Orders that customers choose to pick up at a Hose Master facility must be picked up within five business days after customer notification of order completion. After five days, Hose Master reserves the right to ship the order to the customer at the customer's expense.

Cancellations: Orders may be cancelled or deliveries deferred only upon the condition that the Purchaser assumes immediate liability and makes payment to the Seller for: (1) all work completed at unit price; (2) work in process on the basis of the percentage of completion thereof times the order unit price; and (3) raw materials unamortized tooling, engineering and other cancellation charges incurred on the basis of cost to the Seller, plus handling and overhead charges. All cancellation charges to be determined at the time of cancellation or deferment.

Warranty: EXCEPT AS NOTED HERE, NO OTHER WARRANTY EITHER EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS IS MADE BY THE SELLER TO THE PURCHASER. EXCEPT AS NOTED HERE, SELLER DOES NOT WARRANT THE SUITABILITY OF THE PRODUCT FOR ANY PARTICULAR APPLICATION. DETERMINING PRODUCT APPLICATION IS SOLELY THE CUSTOMER'S RESPONSIBILITY. EXCEPT IN THE CASE OF A HOSE ASSEMBLY OR EXPANSION JOINT IN WHICH SELLER, AT THE REQUEST OF PURCHASER, DESIGNS THE HOSE ASSEMBLY OR EXPANSION JOINT FOR THAT PARTICULAR CUSTOMER'S APPLICATION, SELLER WARRANTS THE SUITABILITY OF THAT HOSE ASSEMBLY OR EXPANSION JOINT FOR THE PARTICULAR APPLICATION SPECIFIED BY HOSE MASTER'S DESIGN.

In all instances, Seller shall have no liability whatsoever for payment of incidental or consequential damages, including without limitation, installation costs and damages of personal injury and property.

Specifications: Seller's products are manufactured to the Seller's standard specifications with allowable variations.