



DF5001-00

GENERAL TERMS AND CONDITIONS OF SALE

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| PRICES | All prices shall be in accordance with HindlePower, Inc. price lists and quoted prices in effect at the time of receipt of purchase order. Minimum billing is \$50.00 US per item unless agreed otherwise. |
| TERMS | Quoted prices are acceptable within thirty (30) days, and subject to Net 30 terms from date of invoice, unless otherwise stipulated. Invoices may be submitted as partial shipments are made. If during the period of contract the financial condition of the purchaser does not justify the terms of payment specified, HindlePower, Inc. may require full or partial payment in advance before proceeding with the contract. |
| TAXES | Prices are exclusive of any tax or other charges HindlePower, Inc. may be required to collect or pay upon the sale of items quoted. Such charges are payable by the purchaser and all purchase orders must state the existence and amount of any charges which it is the Company's responsibility to collect or indicate by certificate exemption. |
| SHIPMENT | The promised shipment date is estimated from current production schedules and is subject to confirmation at the time of receipt of purchase order. HindlePower, Inc. is not responsible for any loss, damage or delay of any type caused by reasons beyond its control. Unless specifically agreed upon in writing, exact time of delivery is not a condition of sale, therefore cancellations, returns or penalties cannot be considered for that reason. Shipments shall be FCA shipping point unless agreed otherwise. HindlePower, Inc. reserves the right to partial shipments unless instructed otherwise. Special packing, crating and handling charges that may be required shall be added to the purchaser's account. |
| TITLE | Unless otherwise agreed to in advance, all orders will ship, HindlePower, Inc. manufacturing or distribution facility, as applicable, with title and risk of loss passing to you upon the Company's delivery of the product to the first common carrier. |
| CLAIMS | The responsibility for claims for damages and non-receipt is transferred to the consignee after bill of lading or express receipt is signed. Claims for damage should be made to the carrier by the purchaser after inspection upon receipt, and not later than ten (10) days thereafter. Claims for shortage must be made to the carrier or HindlePower, Inc. no later than five (5) days after receipt of shipment. |
| WARRANTY AND LIMITATION ON LIABILITY | <p>All items manufactured by HindlePower, Inc. are warranted to be free from defects in material and workmanship for a period of five (5) years from delivery, as defined by JF5001-00. During the warranty period, parts found to be defective by our inspection will be repaired or replaced free of charge, and supplied FCA our factory. Third-party accessories not designed or tested by HindlePower, Inc. shall carry the warranties of their respective manufacturers.</p> <p>No warranty is expressed or implied with respect to damages to HindlePower equipment, or any consequential damages, arising from improper usage or application, or modification beyond the scope required for normal operation. HindlePower, Inc. accepts no engineering responsibility for components or systems beyond those manufactured by the Company.</p> <p>HindlePower, Inc. shall in no event be liable for any indirect, consequential, incidental, special, or other damages except for direct or compensatory damages, regardless of whether a claim for any such damages is based in contract, tort, strict liability, or any other legal theory. The total liability of HindlePower, Inc. arising under the purchase order shall be limited to the available proceeds of its insurance coverage maintained in the ordinary course (certificates of insurance available upon request).</p> |
| RETURNS | Any materials returned to HindlePower, Inc. must have written authorization (RMA form) issued by the Company. |
| ACCEPTANCE OF ORDERS | These terms and conditions shall become part of the order and constitutes a binding mutual agreement between the purchaser and HindlePower, Inc. These conditions shall take precedence over any which may appear on the purchaser's standard form, unless otherwise agreed in writing. |
| CANCELLATION | Orders are not subject to cancellation except by mutual consent, and on terms which will indemnify HindlePower, Inc. against any loss. |
| GENERAL | These terms and conditions are subject to change without notice. HindlePower, Inc. represents that with respect to the production of the articles and/or the performance of the services stated herein, it has fully complied with all of the applicable provisions of the Fair Labor Standard Act of 1938 as amended. |