



**universal**  
hose & braid a Hyspan company

## TERMS AND CONDITIONS

1. **Orders.** Orders are subject to acceptance at home office of the seller.
2. **Assignment.** Purchaser may not assign this agreement without Hyspan's prior written consent.
3. **Written or Typed Provisions Govern.** In the event of a conflict between any of the printed provisions hereof and any written or typed provision hereof, the written or typed provisions shall govern. Clerical and stenographic errors are not binding and may be corrected by Hyspan at any time after discovery.
4. **Designs.** All designs and specifications shown in seller's catalog are subject to change without notice.
5. **Liability.** The buyer shall remain primarily liable for the purchase price, and the seller shall not be obliged to accept any term or condition of payment which would shift said liability to a third person not a party to the contract of sale, whether or not such third person is the United States Government, its agents or instrumentalities.
6. **Weights & Dimensions.** Shipping weights and dimensions given in seller's catalog are as close to actual as practicable but are not guaranteed. No claims shall be allowed because of any discrepancy between actual weights or dimensions of material shipped and listed data.
7. **Shipping & Packing.** All material is carefully packed for shipment, and seller shall not be responsible for loss, delay or breakage after having received "in good order" receipts from the transportation company. All claims for breakage, loss, delay and damage should be made to carriers, but seller shall render buyer all possible assistance in securing satisfactory adjustment of such claims. In the absence of directions, goods shall be shipped by the method and via carrier seller believes dependable.
8. **Cancellation.** Orders are not subject to cancellation or change in specifications, shipping schedules or other conditions originally agreed upon without seller's consent, and then only upon agreement to compensate seller for loss caused by such cancellation or changes.
9. **Cost Analysis.** No cost analysis of the cost of manufacturing the equipment sold shall be supplied, and no examination or audit of the seller's books and records shall be permitted for any reason whatsoever.
10. **Compliance with Laws.** Seller has complied with all applicable Federal, State and local laws and regulations in connection with the manufacture and sale of all equipment. No responsibility or liability shall be taken for import duties, laws, regulations or taxes imposed by any foreign country.
11. **Taxes.** Any manufacturers excise tax, use tax, sales tax, or tax or duty of any nature whatsoever arising out of or assessed against orders, shall be added to the prices quoted or invoiced and shall be paid by the buyer; in the event seller is required to pay any such taxes or duties, the buyer shall reimburse seller therefore, unless buyer shall provide seller at the time the order is submitted with exemption certificates or other documents acceptable to taxing or custom's authorities.
12. **Shipping Date.** Seller shall not be reliable in any way for any default or delay in shipping due to contingencies beyond its control, or the control of its suppliers or subcontractors, which prevents or interferes with the seller making delivery on the date specified. In the event of delayed or extended shipping dates, and the buyer changes shipping instructions, any additional shipping charges shall be paid by the buyer as part of the purchase price.
13. **Returns for Credits.** No returns for credit shall be accepted unless seller's permission has been obtained in each case in advance. Only sizes and designs taken from seller's regular line which are in active demand can be accepted for credit. Credit shall be based on prices prevailing at the time of return, or invoiced price, whichever is lower, subject to deduction for handling and an additional deduction for expenses incurred in the restoring goods to salable conditions. Obsolete or specially manufactured goods can be accepted for return or credit only to the extent of value to seller in each case. No credit shall be issued to other than the original purchaser.
14. **Risk of Loss.** Risk of loss shall pass to the buyer upon delivery to the transportation company. If goods are held in the factory beyond the shipping date for buyer's convenience, the risk of loss shall pass to the buyer upon the date originally scheduled for shipping. The buyer shall pay all costs of insurance from the time the risk of loss passed to the buyer.
15. **Interest.** In the event the buyer has not tendered payment within the time set forth in the order, seller may charge the buyer interest on the then due amounts until payment is actually received by seller. The interest rate shall be 1.5% per month. The right of seller to charge such interest is in addition, and not in lieu, of any other right the seller may have against the buyer for breach under a sales agreement.
16. **Shipping Costs.** Unless otherwise specified, buyer shall pay all costs of shipping. Seller's sole responsibility shall be to deliver the goods to the shipper at seller's factory.
17. **The Warranty.** The sole warranty applicable to goods manufactured or sold by seller shall be the limited warranty which is incorporated herein.
18. **Attorney Fees.** In the event either party is required to bring an action in connection with these terms or conditions of sale, or any action connected with collection of amounts due hereunder, the prevailing party shall be entitled to recover all of its costs or expenses, including reasonable attorney's fees.
19. **Applicable Law.** This agreement shall be construed in accordance with the laws of the state of California in effect on the date hereof. The parties agreed that the proper forum for any action pursuant to this agreement is by the State of California, County of San Diego.
20. **Price Changes.** In the event any prices are not set forth in Seller's Marketing Handbook or catalog, such prices are subject to change without notice.