

Conditions of Sale

PRICES This quotation is subject to change without notice unless otherwise stated on the face hereof. It is void unless accepted within fifteen (15) days from date unless otherwise stated on the face, and supersedes all previous quotations relating to the same subject matter.

TERMS Unless otherwise stated in this quotation our terms of sale are net 30 days from date of Seller's invoice except that if, in the judgment of the Seller, the financial condition of the Purchaser at any time does not justify continuance of service and repair activity or shipment of apparatus on the terms of payment specified, the Seller may require full or partial payment in advance with any balance due, payable at time of shipment.

TAXES The Seller's quoted prices do not include taxes such as excise, sales, use or similar taxes levied by Federal, State, Municipal governments, etc. Such taxes will be invoiced where applicable, as separate items and paid by the Purchaser, or in lieu thereof the Purchaser shall provide the Seller with tax-exemption certificates acceptable to the taxing authorities.

DELIVERY All shipments are F.O.B. point of shipment unless otherwise stated in this quotation. All delivery dates or promises of shipment provided in this quotation are estimates by the Seller and must be accepted by the Purchaser subject to delays due to causes beyond the reasonable control of the Seller and/or Seller's Vendors including, but not limited to, acts of Purchaser, acts of civil or military authority, government priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, transportation shortages or other delays by common carriers beyond Seller's reasonable control, and delays due to inability to obtain necessary labor, materials or manufacturing facilities. Under all causes of delayed delivery Seller agrees to make every reasonable effort to minimize such delayed delivery.

WARRANTY This quotation may cover goods manufactured or supplied by others and distributed by Seller. All goods manufactured or supplied by others and distributed by Seller carry the benefit of any warranty expressly extended by such manufacturer or supplier to Purchaser. However, Seller makes no warranty of any kind with respect to such goods, either expressed or implied, including any IMPLIED WARRANTY OF MERCHANTABILITY and any IMPLIED WARRANTY OF FITNESS.

Any goods which have been manufactured, repaired or rebuilt by Seller are warranted for a period of 12 months from date of shipment to be free from defective material or workmanship having been supplied or performed by Seller, provided such goods have been operated under proper load, usage, conditions, and competent supervision. Work performed by Horner's Thermal Spray and Industrial Coatings Division is also warranted to be free from defective material and workmanship, but due to the variability of environments these products are subjected to, the warranty period must be agreed to in writing by the Buyer and Seller at the time of Sale. Any material or workmanship which Seller's examination shall disclose to have been defective will be repaired or replaced (at Seller's option) F.O.B. Seller's plant. Correction of defects by repair or replacement by Seller shall be Purchaser's sole and exclusive remedy at law or in equity. In no event shall Seller be liable to Purchaser for special, incidental or consequential damages.

TITLE The title and right of possession of the apparatus and/or parts sold to the Purchaser shall remain with the Seller as personal property until all payments (including deferred payments evidenced by notes or otherwise) shall have been made in full in cash and the Purchaser agrees to do all acts necessary to perfect and maintain such right and title in the Seller.

SCRAP All scrap resulting from the work shall be the property of Seller.

CANCELLATIONS An order to the Seller to supply the Purchaser the apparatus and/or parts or services quoted hereon may be cancelled by the Purchaser only upon written notice and upon payment to the Seller of any and all cancellation charges found necessary to reimburse the Seller or the Seller's Vendor for all work performed and materials accumulated at the date of such cancellation.

RESPONSIBILITY FOR HYDRAULIC LEAKS Horner Industrial is not responsible for any costs related to present or future hydraulic leaks including but not limited to labor or material costs for clean up, replacement fluids or production losses.