



1-800-354-4297 FAX 704-922-9595
www.haysfluidcontrols.com

INDUSTRIAL TERMS AND CONDITIONS

SPECIFICATIONS

Specifications, as set forth in all printed matter, are subject to change without notice.

FREIGHT ALLOWANCE:

All sales are F.O.B. manufacturer's point of shipment. Full freight will be prepaid and allowed on all sales of \$2000.00, based on the net price, provided the orders are shipped to the same destination within the Continental U.S.A., except Alaska and Hawaii. All shipments under \$2,000.00 net will be billed directly to the customer by the freight company or shipped prepaid and add.

Terms of Payment

Net 30 days. A service charge of 1-1/2% per month will be added to all past due accounts (equivalent to 18% annually). Purchaser is liable for all legal costs if the account is placed for collection.

Returns, Cancellations, Order Changes

Written factory approval is required for all returns. Returns will be accepted of product purchased within ninety, (90) days of order. A minimum service charge of thirty (30) percent of the invoice price will be charged for restocking of items in a new and unused condition. All shipments must be freight prepaid F.O.B. manufacturers' point of acceptance. **Cancelled orders of manufactured product will be subject to a thirty percent (30%) cancellation charge for the production, testing and quality assurance time associated with the order. Changes to orders of assembled product whether additions, deletions, changes in size or fittings will be subject to a rate of \$95.00/hour plus the costs of additional components reflecting engineering and production time associated with the changes.**

Merchandise returned because of defects in material or workmanship will be at seller's expense.

RECONSIGNMENT OF FREIGHT

All freight or reconsignment charges issued by the carrier, relevant to undeliverable or refused product, shall be invoiced to the buyer regardless of Hays Fluid Controls published freight allowance.

SHORTAGES

Shortages on shipments must be reported to HAYS within thirty, (30) working days after receiving material.

OBSOLESCENCE

No returns will be accepted because of design changes or new products in the company line. HAYS' retains the right to change design without prior notice.

DAMAGED MERCHANDISE

The responsibility for items lost or damaged in transit is that of the buyer. These claims should be filed with the transportation company.

CONDITIONS OF SALE

Changes in the price of items sold by HAYS may be executed without notice. The minimum amount of any sale is \$50.00 net.

SUITABILITY

Conditions and applications vary to such a large extent throughout the world, the purchaser must determine the suitability of HAYS' products for his application.



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SPECIAL TESTING

The purchaser shall pay the cost of any special inspection or testing, over and above the standard factory procedure.

ACCEPTANCE OF ORDERS

All orders are subject to the acceptance of Hays, a Division of Romac Industries, Inc. at the general office: 114 Eason Road, Dallas, NC 28034.

LIMITED WARRANTY

All Industrial goods sold hereunder are warranted to be free from defects in material and factory workmanship for a period of one year from the date of purchase. We will repair or replace at no cost goods that prove defective provided such products are installed in accordance with the best practices accepted in the trade. Any tampering, adjusting or other in the field changes the product, will result in the automatic void of the Hays Fluid Controls limited warranty. WE SHALL NOT BE RESPONSIBLE FOR ANY LABOR CHARGES OR ANY LOSS, INJURY OF DAMAGES WHATSOEVER, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES. The sole and exclusive remedy shall be limited to the replacement of the defective goods, which must be returned to us with written notice before replacement is made. Before installation and use, the ultimate purchaser shall determine the suitability of the product for his intended use and the ultimate purchaser assumes all risk and liability whatever in connection therewith. Where permitted by law, THE IMPLIED WARRANTY OF MERCHANT LIABILITY IS EXPRESSLY EXCLUDED. If the product(s) sold hereunder are "consumer product(s)". THE IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED TO A PERIOD OF ONE YEAR AND SHALL BE LIMITED SOLELY TO THE REPLACEMENT OF THE DEFECTIVE GOODS.

WARNING: When a Hays Fluid Controls Product is used to control a process of equipment where personal injury or property damage might occur as a result of failure to function properly, install safeguards which would protect persons and/or equipment in the event of any unexpected operation of the equipment.

BREAKAGE

All material is carefully packed. If an article is broken in transit, the condition of the package at its destination is no evidence of its original condition. When material is shipped to a customer and has been received for by a Transportation Company, in good condition, the shipment immediately becomes property of the consignee. NO ALLOWANCE WILL BE MADE FOR BREAKAGE IN TRANSIT, AND CONSIGNEE MUST LOOK TO TRANSPORTATION COMPANY FOR RELIEF. If the materials arrive "short count" or in broken or damaged condition, refuse it until the station agent notes the shortage or breakage on freight bill.

Every claim on account of defective material or workmanship or for any other cause shall be deemed waived by Customer Unless in writing sixty (60) days from the date of receipt of goods to which such claims relates. Claims for shortages must be made within thirty (30) days of receipt of shipment.

Hays Fluid Controls does not make any warranties of merchantability or of fitness for products and/or parts manufactured or sold by it, nor any other warranties of any kind, other than the express warranty set forth above. Any references by Hays to buyers specifications or requirements, are for identifications purposes only and are not to be construed as a warranty, express or implied, or any other undertaking on Hays' behalf except to the extent specifically stated and identified by Hays as such in writing.