



# Terms & Conditions

## **SPECIFICATIONS**

Specifications, as set forth in all printed matter, are subject to change without notice. HAYS reserves the right to substitute material or components when necessary without written notice.

## **FREIGHT ALLOWANCE**

All sales are F.O.B. manufacturer's point of shipment. Full freight will be prepaid and shipped ground for all sales of **\$3,500.00**, 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 **\$3,500.00** net will be billed to the customer using their freight company & account number collect, or shipped prepaid and add cost to your invoice.

## **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**

*Returns will be Accepted for Product that is Defective or Due to a Hays Processing Error within forty-five (45) days of order ship date. If a return is accepted for reasons other than defects or Hays' errors, a **minimum** service charge of 30% of the invoice price will be charged for restocking of items received in new and unused condition. This amount could vary based on the items being returned. All returns require a **preapproved** returned merchandise authorization (RMA). Custom configured items & large flanged automatic balance valves are Non-Returnable. All drawings must be signed prior to acceptance & entry of a Purchase Order. All shipments must be freight prepaid F.O.B. manufacturers' point of acceptance. Merchandise returned because of defects, in material or workmanship will be at seller's expense.*

## **Cancellations**

*Cancelled orders of manufactured product will be subject to a **minimum thirty percent (30%) cancellation charge for the production, testing and quality assurance time associated with the order.***

## **Order Changes**

*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.***

## **RECONSIGNMENT OF FREIGHT**

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

## **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.

## **Special Testing**

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



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## **Acceptance of Orders**

All orders are subject to the acceptance of Hays, a Division of Romac Industries, Inc. at the general office address: 400 East Fields Street, Dallas NC 28034.

## **Limited Warranty**

All Hays goods sold hereunder are warranted to be free from defects in material and factory workmanship for a period of (1) year from the **original date of purchase**. **Automatic flow control diaphragm and orifices** used in Mesurflo 2300, 2500, & 3500 series Automatic Balancing valves, shall be warranted for the life of the HVAC system in which it was originally installed, provided only water based hydronic fluids are used at usual HVAC temperatures and installed in accordance to product installation & operation specifications. We will repair or provide a replacement, at no cost, goods that prove to be defective. Any evidence of tampering, abuse, neglect, excessive adjusting, improper installation or servicing, operating conditions beyond product specifications, or malfunctions due to other equipment, 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 OR DAMAGES WHATSOEVER, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES AND COSTS RELATED TO REMOVAL OR INSTALLATION.**

The sole and exclusive remedy shall be limited to providing the replacement of the defective goods, which must be returned to Hays by obtaining a Return Material Authorization referencing the **Original Purchase Order** number items were purchased on.

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 (1) YEAR AND SHALL BE LIMITED SOLELY TO PROVIDING 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 protect persons and/or equipment in the event of any unexpected operation of the equipment.

**Claims for shortages must be made within thirty (30) days of receipt of shipment.** If a shipment arrives appearing to have damaged cartons, and/or shrink wrapping has been removed from the pallet or crate, it must be noted to the carrier prior to the signing or acceptance of the shipment. HAYS FLUID CONTROLS will not be responsible for damages due to freight carrier's mishandling. The claim must be made with the freight carrier direct.

Hays Fluid Controls Representatives or Distributors are not authorized to make any modifications, extension or addition to this warranty without the express written consent of Hays.