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## Terms and Conditions of Sale

### *Lifetime Warranty*

Holdrite HydroFlame warrants that all products sold shall be free of defects in materials & workmanship for the life of the building in which Product is installed. Holdrite HydroFlame' only obligation under this warranty shall be (at our option) to replace or refund such quantity of the product proved to be defective. Holdrite HydroFlame shall not be liable for any injury, removal, reinstallation, loss or damage, whether direct, indirect, special, incidental or consequential, regardless of legal theory asserted, arising out of use of, or the inability to use, said product. Modification, non intended use, failure to follow installation instructions and recommendations correctly or any other unforeseen condition shall render this warranty void. All warranty claims must be in writing and include a detailed description of said defect(s), accompanied by a photo or photos of the stated defect. After review of the claim, if determined that said claim is valid, an authorization number shall be issued to start the warranty claim process. Holdrite HydroFlame reserves the right to amend or modify this warranty at any time and without notice.

### *Certification*

Holdrite HydroFlame hereby certifies that goods covered by this invoice have been produced in compliance with the Fair Labor Standards Act of 1938, as amended.

### *Late Fees*

Late fees may accrue at the rate of 18% per annum (1.5%/month) or the maximum rate allowed by law on any invoice from the date such invoice becomes due according to its terms.

### *Credit Adjustments*

Credit adjustments(s) expire one year after issuance. Expired credits are payable to Holdrite HydroFlame as service charges to compensate Holdrite HydroFlame for administrations of the credit(s). Credit adjustments are for use for product purchases only. Holdrite HydroFlame has no obligation to issue cash refunds for credit adjustments.

### *Freight*

Full Freight allowed on shipments within the continental United States exceeding minimums on freight, per Attachment 1.

Region 1: \$5,000  
Region 2: \$10,000  
Region 3: \$20,000  
Region 4: \$30,000

## ***Terms***

2% 10<sup>th</sup> Prox / Net 30 days on approved credit

Freight charges are net and not subject to any discount. There are no cash discounts on C.O.D. or C.I.A. orders

Holdrite HydroFlame reserves the right to levy a service charge on any past due balances at the highest rate permitted by law. The customer agrees to pay costs of collection incurred by Holdrite HydroFlame, including reasonable attorney fees, regardless of whether formal legal action is instituted in the collection of past due balances.

## ***Product Changes***

Holdrite HydroFlame reserves the right to alter, modify or redesign its product without notice and without obligation to replace customer stocks of products made obsolete by such changes.

## ***Errors and Claims***

Holdrite HydroFlame will not be liable for damage or loss caused to a shipment by a freight carrier. Claims for damaged products, suspected damages, container shortages, or pilferage within the container on delivery must be so noted on the carrier's delivery receipt. The carrier's claims representative should then be notified immediately. When requested by the purchaser, Holdrite HydroFlame will offer the service to initiate such claims on behalf of the purchaser when proper documentation has been provided. The purchaser shall be required to make a timely payment to Holdrite HydroFlame on merchandise under claim due to carrier responsibility. Claims proven to be the responsibility of Holdrite HydroFlame will be expedited immediately. Such claims are limited to replacement or credit of merchandise involved.

## ***Returned Goods***

Prior to return, all products require authorization from Holdrite HydroFlame. Authorized returns are subject to a minimum 50% restocking charge, provided customer pays return freight. Products must be unused and of current design and returned in saleable condition. Return must be advised in writing within 90 days of original shipment.

The above warranty & statement is made in lieu of all other warranties, expressed or implied: