

August 2002



# Hill Brush Inc

## dba Champion Brush

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### TERMS AND CONDITIONS

#### 1. Terms and Method of Payment.

- i). All orders are subject to approval and acceptance by Hill Brush Inc ('The Company'). No order accepted by The Company shall be subject to cancellation, termination, suspension, change, reduction, cutback or other modification except with The Company's prior written consent.
- ii). Unless otherwise specified on the sales order or invoice, The Buyer will pay all invoices within thirty days of the date of invoice, and agrees on submission of any order to pay a service charge of 1 ½% per month (which is an annual percentage rate of 18%) on all overdue balances. The Company may change or withdraw these credit terms at any time.
- iii). Prices do not include federal, state or local taxes, duties or other levies, now or hereafter enacted, which may be added by the Buyer to the sale price of the Goods deliverable by The Company, and paid for by The Buyer unless the Customer provides The Company with a proper exemption certificate.
- iv). Freight is extra in all cases, except by written agreement of The Company.
- v). Standard packaging is included in the list price. Special packaging requirements should be noted on The Buyer's original order, and be acknowledged by The Company.

#### 2. Title and Delivery

- i). All Goods as described in 1.iii). shall be delivered F.O.B., The Company's plant, and title thereto shall pass to The Buyer upon The Company's delivery of the Goods to a common carrier for shipment to The Buyer.
- ii). Any item backordered from a prepaid shipment will be forwarded prepaid.

#### 3. Inspection and Acceptance

- i). The Buyer will be held responsible for all shipments with freight bills signed free and clear. The Buyer should note any damage or short shipment on the freight bill. If concealed damage is discovered, the freight company should be contacted immediately if applicable, and The Company notified. Any discrepancy should be reported within seven days of receipt.
- ii). Failing which The Company shall not be liable in respect of any such claim and the Goods shall be deemed to have been delivered in accordance with the contract and in a satisfactory condition.
- iii). In no case shall The Company's liability in respect of claims for damage to or loss of goods in transit extend beyond an obligation either to repair or replace free of charge any such goods or (the election to be The Company's alone) to pay to The Buyer up to the invoice price of the goods in respect of which a claim is made, and in neither event shall The Company be liable for consequential loss, damage or expense howsoever arising.

#### 4. Indemnity against Infringements of Patents and Rights

The Buyer shall indemnify The Company against all damages, penalties, costs and expenses to which The Company may be liable as a result of work done in accordance with The Buyer's specification which involves the infringement of any letters patent, registered design, intellectual property rights, proprietary process or otherwise.

## **5. Returns**

- i). No returns will be accepted without prior written acceptance by The Company, and must be accompanied by the purchase order and invoice. Returns must be made freight prepaid, and be in an unused, unmodified, saleable condition in the original packaging.
- ii). Returns made without the actions required in 5.i). above will be liable to refusal and return at The Buyer's expense.
- iii). Returns will be subject to a minimum 25% restocking charge.
- iv). Custom made products made to special order will not be accepted for return.

## **6. Warranty and Exclusions**

i). The Company undertakes that goods delivered to The Buyer will be of normal industrial quality and that its duty to The Buyer relating to the quality of the goods delivered shall be limited wholly and exclusively to deliver the goods of the aforesaid quality. Save as aforesaid any warranty or conditions, statutory or otherwise express or implied, whether oral or written as to the quality of the goods or their fitness for a particular purpose are excluded and negated.

ii). The application of the goods is absolutely the responsibility of The Buyer. Any technical and other advice, information or advice given by The Company whether verbally, in writing, posting on a web site, or by way of trials and tests is given without warranty. Under no circumstances shall The Company be liable for any damages, including, but not limited to, indirect, special, incidental, consequential or exemplary damages, that result from the use of the information or materials posted to the user's accessing the Company's web sites, or technical or other information or advice given by the Company, or use of the products, even if The Company has been advised of the possibility of such damages. The Buyer shall be deemed to have carried out his own tests to ensure the suitability of the goods for his intended purposes and applications and The Buyer shall be deemed to have placed no reliance on any advice, information or data provided by The Company.

iii). The Buyer must give The Company immediate written notice containing full particulars of any claim that the goods are not of the proper quality to enable The Company to investigate the complaint before the remainder of the consignment of goods is used or returned. The Company shall not be liable for any defects in quality in the absence of such immediate notification and, in any event, the Company's liability hereunder or in the case of any other breach of contract or misrepresentation shall be strictly limited to the invoice price of the goods proved by The Buyer to be of defective quality or to be such as to cause The Company to have been in breach of contract or guilty of misrepresentation and shall not extend to consequential loss of any kind howsoever arising.

## **7. General**

- i). Prices and specifications are liable to change without notice.
- ii). Prices are exclusive of all sales taxes which may be levied by State, City or Federal governments.
- iii). Except where noted as otherwise, broken cases may be liable to an extra charge.
- iv). Any initial order should be accompanied by a valid tax exemption certificate.
- v). Orders for custom made special products are liable to deliveries of plus or minus 10% of the quantity ordered. The amount charged will be adjusted proportionately.
- vi). The Company is not responsible for clerical or typographical errors made in any of its publications, quotations, orders, acknowledgements or invoices. All such errors are subject to correction.
- vii). This agreement shall be governed by the laws of the state of Maryland.
- viii). The Company's Terms and Conditions shall govern any transaction. Any inconsistent terms of The Buyer wherever set forth and whether oral or written, shall not be binding upon The Company unless agreed to by The Company in writing. No waiver or exception to any of the hereinabove enumerated conditions or any of the special terms and provisions relating to any order shall be binding upon The Company unless agreed to in writing by The Company.

The above is not exclusive. Please ask for further information.