



Standard Terms and Conditions of Sale

H+H SYSTEM, Inc. values your business and is pleased to offer our Standard Terms and Conditions of Sale. To answer any questions you may have, please contact us at 1- 800-477-2123 or at salesus@hhsystem.com.

§ 1 Acceptance

H+H SYSTEM, Inc.'s acceptance of Buyer's purchase order is expressly made conditional on Buyer's acceptance of the following terms and conditions of sale, which are in lieu of any additional or different terms contained in Buyer's purchase order or other document or communication pertaining to Buyer's order or the goods. Buyer's assent to the terms and conditions contained in this document shall be conclusively presumed from Buyer's acceptance of all or any part of the goods or from payment by Buyer for all or any part of the goods. None of these terms and conditions may be added to, modified, superseded or otherwise altered, except by a written instrument signed by an authorized executive of seller. Failure of seller to object to any terms or conditions which may be contained in any document or form of Buyer shall not be construed as a waiver of these conditions, nor as an acceptance of any such terms and conditions.

§ 2 Payment Terms

Payment terms are net thirty (30) days from the date of invoice. Any payments not made within thirty (30) days of the date of this invoice shall be subject to a late payment charge of 1.5% per month (compounded) on the unpaid balance of any amount then past due. All other payment terms must be approved in writing by H+H SYSTEM, Inc.

§ 3 Warranty

All products manufactured by H+H SYSTEM, Inc. are warranted to be free from defects in materials and workmanship for a period of one (1) year from the date of shipment from H+H SYSTEM, Inc.

If within this period any such goods shall be proven to H+H SYSTEM, Inc.'s satisfaction to be defective, such goods shall be repaired or replaced at H+H SYSTEM, Inc.'s option.

Such corrections or replacement of defective goods shall constitute a fulfillment of all liabilities in respect to such goods.

§ 4 Limitation of Liability

H+H SYSTEM, Inc. liability to Buyer, whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed in any case the return of the amount of the purchase price paid by Buyer and under no circumstances shall Seller be liable for special, in direct or consequential damages. The price stated for the goods is consideration for limiting H+H SYSTEM, Inc. liability. No action, regardless of form, arising out of the transactions under this invoice may be brought by Buyer more than one (1) year after the date of this invoice. Without limitation of the foregoing, in no event will seller be responsible or liable for (a) penalties or penalty clauses of any description, or (b) indemnification of Buyer or others for costs, damages or expenses arising out of or related to the goods.

§ 5 Claims

Claims by Buyer for shortages or errors in delivery must be made within five (5) days after the delivery of the goods. Goods are sold subject to the standard manufacturing practices of H+H SYSTEM, Inc. suppliers. Goods purchased on the basis of weight are subject to customary quantity variations recognized by practice in the industry.

§ 6 Returns

No goods shall be returned for credit without first obtaining a Return Material Authorization from the Seller. A Return Material Authorization is not a promise of credit or refund, until all products have been inspected for damage and are within the guidelines of our sales policy.

§ 7 Shipments

Delivery terms are either F.O.B. H+H SYSTEM, Inc. plant, Prepaid and Charged or Third-Party Freight as specified on the Order Confirmation. In either case, Buyer shall assume all risk of loss or damage upon delivery by Seller to the carrier at the point of shipment. Scheduled dates of delivery are determined from the date of H+H SYSTEM, Inc. acceptance of any order or orders placed by Buyer and are estimates of approximate dates of delivery, not a guarantee of a particular date of delivery. Seller shall not be liable for any damages caused by failure or delay in shipping the goods described herein, if such failure or delay is due to any war, embargo, riot, fire, flood, accident, mill condition, strike or other labor difficulty, an act of Buyer, an act of God, an act of a governmental authority, transportation shortage or failure, inability to obtain sufficient fuel, labor, materials or manufacturing facilities, or any other cause beyond the reasonable control of Seller.

§ 8 Cancellation

Orders accepted by Seller are subject to cancellation by Buyer only upon the express written consent of Seller. Upon such cancellation and consent, Seller shall cease work and hold for Buyer all completed and partially completed articles and work in progress and Buyer shall pay Seller: for all work and materials that have been committed to and/or identified to Buyer's order plus a cancellation charge as prescribed by Seller, in addition to a reasonable profit to Seller on the entire contract.



§ 9 Indemnification

In addition to the foregoing, Buyer agrees to save and hold Seller harmless from any claims, demands, liabilities, costs, expenses or judgments arising in whole or in part, directly or indirectly, out of the negligence or lack of care by Buyer or Buyer's customers, agents, employees or invitees involving the use of the goods supplied by Seller. This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon Seller in connection with the defense of any such claim.

§ 10 Governing Law

Any agreement arising out of this transaction shall be deemed to have been made in Pittsburgh, Pennsylvania. The parties agree that the validity, interpretation and performance of any agreement arising out of this transaction shall be governed by the laws of the State of Pennsylvania without regard to conflicts of interest laws. Buyer and Seller hereby submit to the exclusive jurisdiction for the resolution of any disputes hereunder, to the United States District Court for the Western District of Pennsylvania. This shall be the sole and exclusive jurisdiction and venue for the purpose of adjudication of any rights and liabilities hereunder.

Revised August 2019. This document supersedes all other agreements or precedents unless approved in writing by H+H SYSTEM, Inc. E&OE