

TERMS AND CONDITIONS



These terms and conditions supersede all previous terms

PAYMENT TERMS

- Where credit has been established, our terms are net (30) thirty days.
- 1% discount for invoices paid with in (10) ten days.
- Invoices will be dated as of shipment.
- Until credit is established, our terms are pay in advance or C.O.D.
- All shipments F.O.B. factory.
- All prepaid freight claims are the responsibility of the buyer.
- \$25.00 handling fee on all orders less than \$50.00.
- Charges may be applied for additional certifications requested.
- 25% Cancellation charge applicable on all orders.
- Single shipments of more than \$3,500.00 net to wholesalers in the 48 contiguous states will be sent prepaid ground by Henry Technologies.
- Please remit all payments to:

Lockbox #774441
4441 Solutions Center
Chicago, IL 60677-4004

CONDITIONS

Henry will have the right to add a commodity surcharge to invoices where appropriate. Orders must be in writing and are subject to approval and confirmation upon receipt at our office. Cancellation of orders for standard items may not be made without our written consent. Orders for products made to customer's specifications may not be canceled without payment to Henry Technologies for all expenses invoiced, and then only by written permission. Prices and discounts are subject to change without notice. Orders are accepted contingent upon strikes, accidents, fires, floods, and other causes beyond our control. Orders should specify the method of shipment. If routing is not specified or cannot be complied with, shipment will be made by the most convenient method. Shipping point is F.O.B. factory with transportation charges billed in accordance with terms of our published price sheets. All claims for shortage or error must be fully detailed and presented in writing within (10) ten days after receipt of shipment.

TAXES

Prices do not include any federal, state, or municipal sales, excise or other taxes which may be imposed by law, upon or in connection with the sale, use or manufacture of the items sold.

RETURNS

Materials may not be returned for credit without our written permission. Returned material must be accompanied by a return authorization form. The following restocking charge will apply to all products returned and will be deducted from any credit issued: 0-1 year old - 25%, 1 year or older - no return allowed. **No returns allowed on Safety Relief Valves and Rupture Disc Assemblies**

LIMITED WARRANTY

Products of Henry Technologies are guaranteed against defects in material and workmanship for a period of (1) one year from date of shipment from our plant. This warranty is limited to replacing or repairing, F.O.B. factory, any material which upon our inspection on our premises we find to be defective. Any material returned to Henry Technologies for evaluation under warranty terms will be subject to a \$100.00 processing fee should the warranty claim be rejected. The customer will have the option to receive this material at its own expense. Transportation charge on material returned must be prepaid. Dimensions and specifications of catalog items are standard, and we shall adhere to these standards whenever possible, reserving, however, the right to make changes without notice. Except as expressly stated above, Seller makes no warranty, expressed or implied, whether of merchantability or fitness for any particular purpose of use of otherwise on any product, or on any parts or labor furnished during the sale, delivery or servicing of any product.

LIMITATION OF LIABILITY

Seller shall not be liable to the Buyer or to any other person, firm, or corporation for any incidental or consequential loss, damage or injury arising out of any breach of warranty or any other act or default relating to Buyer's order or to product or services provided to Buyer, even if any such loss, damage, or injury is caused by Seller's negligence. The correction of defects as provided in the warranty statement above shall constitute seller's full obligation with respect to all claims and Seller's liability shall in no event exceed the unit purchase price of the production question. Any lawsuit or other action based upon breach of this contract or upon any other claim arising out of this sale (other than an action by the Seller for any amount due to Seller by Buyer) must be commenced within one year from the date of the tender of delivery by Seller or, in this case of a cause of action based upon an alleged breach of warranty, within one year from the date within the warranty period on which the defect is or should have been discovered by the Buyer. The terms and conditions set forth above are part of every sale of Henry Technologies' product(s). They may not be added to, modified, superseded, or otherwise altered, except by a written instrument signed by an Authorized representative of Henry Technologies. Please understand that by sending your purchase order or any other document for any product(s) offered for sale by Henry Technologies or by accepting delivery for such product(s), you agree to the terms and condition above. Any different or additional terms and conditions in your acceptance of this offer are hereby objected to.

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TO ORDER:

Call your local Henry Technologies sales representative or our toll free customer service number
800.964.3679 (800-96- HENRY):

MAIN TELEPHONE 217.483.2406 FAX 217.483.2408
TECHNICAL SUPPORT 800.627.5148



Henry Technologies, Inc. 701 South Main Street, Chatham, IL 62629

www.henrytech.com