



UNITED HYDRAULICS, LLC.
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Eules, Texas 76040
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CONDITIONS OF SALE

1. **PRICES.** The prices specified herein are firm, except that they may be adjusted by the Seller in conformity to increased cost of labor, materials, exchange rate or all, at the time of production.
2. **CREDIT.** Unless otherwise stated, all quotations and orders are for cash, which shall be payable upon our request. We reserve the right with respect to all purchases to decline making delivery, except for cash, whenever for any reasonable doubt as to the Buyer's responsibility develops.
3. **DELIVERY.** Quotations are made and orders are accepted for delivery as fast as produced. All effort will be made to fill orders within the specified time, but fulfillment of all orders is subject to acts of God, strikes, fires, embargoes, seizure or interference by public authorities, a condition of war or civil uprising or any other causes beyond our control, and we shall not be liable to purchasers for losses or damages arising out of delays so caused. In case of declaration or state of war involving the United States, we reserve the right to cease further performance of any operations under all orders, and upon notice to Buyer of our exercise of such right, we shall be discharged from all liability by delivery of the merchandise produced to date for which pro rata payment shall be made.
4. **LIMITED WARRANTY.** United Hydraulics, LLC warrants only products of its manufacture against operational failure caused by defective materials or workmanship which occur during proper and normal use within 24 months from the date of purchase from United Hydraulics. United Hydraulics reserves the right to determine what proper and normal use is. Packing, wipers, bearings and bushings which are subject to wear caused by internal and external contamination, as well as from normal operating conditions, are not warranty items. Failures initiated by forms of oxidation are also not considered warranty failure. United Hydraulics shall not, under any circumstances, be liable for labor for removal and installation expenses, loss of time, manufacturing costs, materials, loss of profits, incidental, special or consequential damages, direct or indirect. United Hydraulics only obligation is to repair or replace, at its election, free of charge, any part of the product that its inspection shows to be defective and, if appropriate, the lowest round trip transportation charges from United Hydraulics original customer to Eules, Texas and return, but excluding all transportation costs from United Hydraulics' customer to its customer. A return authorization number must be obtained from authorized United Hydraulics' personnel prior to returning any products for warranty consideration. All claims must be accompanied by a complete written explanation of claimed defects and the circumstances of operational failure. Products returned for warranty consideration shall be shipped to United Hydraulics freight prepaid with the return authorization attached. In the event that a product is repaired under warranty, that product shall carry the remainder of the original warranty period.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR MERCHANTABILITY OR FITNESS OR FOR ANY MEASURE OF SERVICE OR SUITABILITY OR FOR A SPECIFIC PURPOSE NOT WITHSTANDING ANY DISCLOSURE TO UNITED HYDRAULICS, LLC OF THE USE TO WHICH THE PRODUCT IS TO BE PUT.

THIS EXPRESS LIMITED WARRANTY IS THE SOLE WARRANTY OF UNITED HYDRAULICS, LLC. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE LIMITED WARRANTY HEREIN EXPRESSLY SET FORTH.

UNITED HYDRAULICS, LLC. SHALL NOT BE LIABLE FOR LOSS OF TIME, MANUFACTURING COSTS, LABOR, MATERIAL, LOSS OF PROFITS, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, DIRECT OR INDIRECT, BECAUSE OF DEFECTIVE PRODUCTS, WHETHER DUE TO CLAIMS ARISING UNDER THE CONTRACT OF SALE OR INDEPENDENTLY THEREOF, AND WHETHER OR NOT SUCH CLAIM IS BASED ON CONTRACT, TORT OR WARRANTY.

THE SALE OF PRODUCTS OF UNITED HYDRAULICS, LLC., UNDER ANY OTHER WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, IS NOT AUTHORIZED AND THERE ARE NO WARRANTIES MADE TO GOODS OR PRODUCTS MANUFACTURED BY ANYONE OTHER THAN UNITED HYDRAULICS, LLC.

5. **CUSTOMER ALTERATIONS OF PRODUCT.** This warranty becomes null and void when the Product or Repaired Product is disassembled, welded upon, or in any way materially altered without prior approval by UNITED HYDRAULICS, LLC.
6. **SHIPMENT.** When ordering, the Buyer should state explicitly the method of shipment preferred. In the absence of shipping instructions, we shall use our discretion. Parcel post shipments will be insured at the Buyer's expense, value to be stated at order price.
7. **CANCELLATIONS AND RESCHEDULES,** are subject to acceptance by the Seller, on the basis that cancellation charges (and possible increases in per piece prices due to Reschedules) will be absorbed by the Buyer.
8. **SPECIAL JIGS, FIXTURES AND PATTERNS.** The Buyer agrees that the jigs, fixtures, patterns, etc. which may be included in the quotation, will become the property of the Seller. The Seller agrees to assume the maintenance and replacement expense for such equipment. The Buyer agrees that the Seller shall have the right to discard and scrap this equipment after it has been inactive for one year, without credit to the Buyer.
9. **RETURNS.** Returns not accepted without advance authorization from United Hydraulics. All returns subject to 15% restocking charge.
10. **TERMS.** Our regular terms are 30 days net, 2% discount if paid within fifteen (15) days of our date of invoice. These terms are subject to credit approval. "In the event that Buyer shall fail to make payment on time, Buyer shall be liable to Seller for additional charges in the amount of the lesser of 1.5% per month on the remaining unpaid balance of the price or the highest lawful interest rate which may be charged to Buyer. Buyer shall also be liable for all fees, costs and expenses (including reasonable attorneys' fees) incurred by Seller in collecting or attempting to collect any amounts due to Seller under this contract."