

## TERMS AND CONDITIONS

Harwil Corporation ("Harwil") and Buyer agree that the sale of goods listed above and listed in any future invoice is made in accordance with the terms and conditions set forth in this Agreement. Unless Buyer and Harwil agree otherwise in writing, Harwil will ship the goods in accordance with this Agreement.

**Shipment:** Although every effort will be made to ship in accordance with specified shipping dates, such shipping dates are approximate and the Harwil Corporation shall not be liable for any damages suffered by late delivery. Any and all delivery dates given by Harwil are estimates only. Buyer is cautioned to make allowances for delays and is warned that Harwil shall not be liable to Buyer or to any entity for delays in delivery.

**Late Charges:** Buyer shall pay service charge of 1.5% per month (18% per annum) on all past due invoices.

**Payment & Collection Charges:** Payment on any past due amount is to be made at Harwil's option to its administrative office in Oxnard, California. If Buyer fails to make any payment when due, Buyer's account shall become immediately due and payable.

**Attorney's Fees:** In the event that any past due balances are turned over to a collection agency or in the event of any suit to collect past due balances, Harwil shall be entitled to recover from Buyer reasonable costs and attorney's fees incurred by Harwil.

**Entire Agreement:** This agreement is the entire agreement between Buyer and Harwil regarding the terms of the sale and may be modified only by writing signed by the parties.

**Governing Law; Jurisdiction:** This agreement shall be governed in all respects by California laws and any action arising from or related to this agreement must be filed in Ventura County, California. Buyer agrees to be subject to the jurisdiction of the courts of the State of California and Ventura County, California.

**Certificate of Conformance:** All Harwil products are manufactured using new materials and components. Our products meet the applicable performance and materials specifications indicated in our current Specifications Sheets and Parts Lists. Harwil endeavors to obtain its materials and components from American Companies.

**DOMINANCE OF HARWIL LIMITED EXPRESS WARRANTY:** Harwil warrants that all Harwil products will be free from defects in materials and workmanship for a period of one year from the date of original shipment. This warranty shall be limited to the replacement and reconditioning of our products and parts. Harwil reserves the right and sole discretion to modify or change the composition, design and appearance of its products at any time.

**THIS WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY AND OF ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE RELATING TO HARWIL PRODUCTS AND PARTS. BUYER'S SOLE REMEDY HEREUNDER SHALL BE REPLACEMENT OR RECONDITIONING AS SET FORTH HEREIN.**

Harwil shall incur no obligations hereunder and no liability in the event of (a) Buyer not fulfilling its responsibilities, including as set forth herein; (b) neglect, alteration or improper product use, including use with non-compatible devices or chemicals; or (c) repair by other than Harwil. ANY LAWSUIT RELATING TO THIS WARRANTY MUST BE COMMENCED WITHIN ONE YEAR OF THE DATE IT ACCRUES.

Each user of our product should make appropriate analysis and tests to determine the suitability of the product for the intended use prior to purchase. Harwil provides no warranty and assumes no responsibility for corrosive attack on any material, component or design features associated with any of its products.

Corrosion resistance information listed in Harwil specification sheets, installation sheets and product brochures is solely for general background information. This table has been compiled from literature published by various material suppliers and by equipment manufacturers who use these materials in their products. In as much as these data are based on tests by entities over which Harwil has no control, Harwil does not guarantee or accept responsibility for the accuracy of such tests. When using the table, please remember that in any given case several factors such as concentration, temperature, degrees of agitation and presence of impurities influence the rate of corrosion. The guide is intended, in a general way, to rate materials for resistance to chemicals which contain their usual impurities and for types of equipment in common use. Ratings should be used only as a general guide to first approximation of your material requirements rather than as the final answer.

When in doubt, test materials before installation.

After installation, follow up with the preventive maintenance and periodic inspection.

**HARWIL CORPORATION**  
541 KINETIC DRIVE, OXNARD, CA 93030  
PHONE: 805.988.6800 • FAX: 805.988.6804

