

TERMS AND CONDITIONS

General

Our Quotation and any resulting purchase order are expressly subject to these terms and conditions ("T&C's") which T&C's are subject to change at any time without prior notice. Your issuance of a purchase order pursuant to our Quotation shall constitute your acceptance of these T&C's. Our acceptance of your purchase order is expressly limited to our Quotation and T&C's. Terms and conditions proposed by you or appearing in your purchase order which are different from or in addition to our Quotation or these T&C's are not binding upon and are expressly rejected by us, and shall not become part of the contract between us unless specifically agreed to in a writing physically signed by both of us notwithstanding any shipment of goods or acceptance of payment by us. In the event of a conflict between your purchase order and our Quotation (as supplemented by these T&C's), the terms of our Quotation shall govern.

Terms:

- Net 30 days to qualified customers.
- All orders are subject to our approval.
- Prices are subject to change without notice.
- All prices exclude freight AND tax (if applicable).

Returned Goods Policy:

- Special orders which are not stock cannot be returned for credit.
- Material must be in saleable condition subject to inspection by Hatchell & Associates, Inc.
- Credit amount to be determined by original selling price.

RGAs - Returned Goods Authorization:

- All returns must have an RGA number issued before any product will be accepted at H&A.
- The RGA form must accompany the returned goods.
- Amounts to be credited will be determined upon receipt and inspection by original manufacturer.
- RGAs are valid for 30 days from date of issuance.
- Approved and accepted products are subject to a 25% restocking fee.

Disclaimer:

THE PRODUCTS DELIVERED UNDER OUR QUOTATION OR ANY RELATED PURCHASE ORDER ARE SUPPLIED AND SOLD TO BUYER "AS IS" AND WITH ALL FAULTS. HATCHELL MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE, AS TO THE PRODUCTS, OR ANY MATTER WHATSOEVER WITH RESPECT TO THE PRODUCTS, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO QUALITY, PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. BUYER SHALL MAKE ITS OWN DETERMINATION OF BUYER'S REQUIREMENTS FOR AND THE MERCHANTABILITY OF THE PRODUCTS AND THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THE APPROPRIATENESS OF ANY MANUFACTURER PROVIDED WARRANTY.

HATCHELL SHALL NOT BE LIABLE FOR LOSS OR DAMAGE DUE TO DELAY IN DELIVERY OR MANUFACTURE OF ALL OR ANY PORTION OF A PURCHASE ORDER, RESULTING FROM ANY CAUSE BEYOND SELLER'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH ANY REGULATIONS, ORDERS OR INSTRUCTIONS OF ANY GOVERNMENT DEPARTMENT OR AGENCY THEREOF, ACTS OF GOD, ACTS OF COMMISSIONS OF THE BUYER, ACTS OF CIVIL OR MILITARY AUTHORITY, FIRES, STRIKES, FACTORY SHUTDOWNS OR ALTERATIONS, EMBARGOES, WAR, RIOT, DELAYS IN TRANSPORTATION OR INABILITY DUE TO CAUSES BEYOND SELLER'S REASONABLE CONTROL TO OBTAIN NECESSARY LABOR, MANUFACTURING FACILITIES OR MATERIALS FROM THE SELLER'S USUAL SOURCES, AND ANY DELAYS RESULTING FROM ANY SUCH CAUSE SHALL CONSTITUTE CAUSE FOR EXTENDING DELIVERY DATES AND DELIVERY OF THE GOODS SHALL CONSTITUTE A WAIVER OF ALL CLAIMS FOR DAMAGES. IN NO EVENT SHALL BUYER OR SELLER BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL HATCHELL BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO OUR QUOTATION, ANY RELATED PURCHASE ORDER, OR THE PRODUCTS WHICH EXCEEDS THE AMOUNT OF THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCTS.

IN NO EVENT SHALL HATCHELL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR INJURY TO PERSON OR PROPERTY, LOST PROFITS, LOST SALES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS), WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THE PRODUCTS.

Governing Law. All orders and these T&C's will be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

No Waiver. Our acceptance of payment, delivery of products, performance, or receipt or acknowledgment of receipt of any such conditions, or failure to insist on your performance of any of these T&C's shall not alter nor be considered a waiver of such terms, conditions or requirements and shall not affect our right to subsequently enforce each and every term, condition or requirement.

Risk of Loss. From the time of our delivery of Products to your carrier, all risk of loss of, or damage to, the Products shall be borne by you.

Entire Agreement –Our Quotation, these T&C's and our invoice contain all of our terms, conditions, and agreements with respect to the subject matter of your purchase. All prior communications, written or oral, between the parties regarding the subject matter of this your purchase are included in Our Quotation, these T&C's and our invoice.