

HPH PRODUCTS INC.

GENERAL CONDITIONS OF SALE

HPH Products products are sold through electrical wholesale distributors nationwide.

TERMS: Net 30.

MINIMUM BILLING: Fifty dollars (\$50.00) Net plus transportation charge

ERRORS: All clerical errors subject to correction

FREIGHT: Prepaid on order over four thousand dollars (\$2,500.00) Net

LOSS OR DAMAGE IN TRANSIT: Our responsibility ceases with delivery to carrier, at which time title passes to the purchaser and all claims for loss, damage or delay must be made to the carrier by the purchaser.

SHIPPING SCHEDULE: Published lead times and estimated shipping dates are only approximate based on normal uninterrupted flow of production activity and are in no way guaranteed.

RETURN POLICY: Return requests must be made through the local HPH PRODUCTS representative and approved by HPH PRODUCTS. Any standard material purchased within the one year, that is of the current design and in resalable condition may be returned in original packaging. Final determination as to the return-ability of any material is the exclusive right of HPH PRODUCTS. Return shipment must be on a prepaid freight basis. Only a credit memo can be issued for return goods and this memo will be subject to a deduction for outgoing freight paid, if applicable, a 20% restocking charge and the cost of any rework required.

CANCELLATION: An order once placed with us and accepted by us can be cancelled only with express written confirmation and upon terms that indemnify the company. Orders for SPECIALS or standard good in quantities larger than normal inventory may NOT be cancelled once order is placed in production.

WARRANTY: HPH warrants that its products will be free from defects in material and workmanship for a period of two years. Upon prompt notification of a warranted defect, HPH will, at its option, repair or replace any products found to be defective. In no event will HPH be liable for any consequential, indirect or special damages, nor (except as may otherwise specifically be agreed to in writing through an authorized representative) shall HPH be liable for transportation, labor, or other charges arising out of the removal or reinstallation of its products. Liability for breach of warranty is limited to the cost of repair or replacement of the warranted product.

THE REPAIR AND REPLACEMENT REMEDIES DESCRIBED HEREIN ARE EXCLUSIVE. IN NO EVENT SHALL HPH PRODUCTS INC. BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, OR CONDITIONS, WRITTEN OR ORAL, EXPRESSED OR IMPLIED FOR MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE.