



# General Terms and Conditions of Sale

## Effective September 30, 2020

### 1. Quotations and Proposals

Unless and except to the extent specially stated otherwise in a quotation or proposal:

- All quotations and proposals issued by Hale as Seller are always upon and subject to these General Terms and Conditions of Sale.
- Unless specifically stated otherwise in a written quotation or proposal to Purchaser, quotations and proposals issued by Hale are not binding and may be revoked or modified by Hale at any time and, if not earlier revoked, will expire 60 days after the date of issuance.
- All amounts are in US Dollars.

### 2. Orders

All orders should contain the following information at a minimum:

- Purchaser Name and Address
- Purchaser Contact Name, Email Address or Fax Number, and Telephone Number
- Purchaser Purchase Order Number
- Hale Part Number
- Item Description
- Item Quantity
- Item Price
- Requested Ship Date
- All logistics information required for processing and shipment

#### **Export orders must also contain the following information (if known):**

- Country of Final Destination
- End-User Contact Name, Email Address or Fax Number, and Telephone Number

If an order is submitted in response to a specific quotation or proposal issued by Hale, the quotation or proposal must be referenced in the order and state that it is submitted pursuant to such quotation or proposal, and is under and subject to all of the terms and conditions of such quotation or proposal, including, unless and except to the extent specifically stated otherwise in such

quotation or proposal, these General Terms and Conditions of Sale.

Orders for non-catalog items or special-order items may have minimum purchase quantity requirements. Purchaser will be advised of any minimum purchase quantity requirements at the time the order is placed.

Scheduled shipping dates are approximate only and not guaranteed and are subject to timely receipt of all necessary information and documentation from Purchaser. Unless and except to the extent an order expressly states on its face that no partial shipments are allowed and/or that no early shipments are allowed, Hale shall have the right to make partial shipments and to make shipments prior to the scheduled ship date on the order confirmation. If an order is submitted without a specified request date, Hale will assign a requested ship date based on the actual lead time of the product, and the assigned requested ship date will be listed on the Sales Order Acknowledgement. In these instances, Hale reserves the right to ship product before the assigned requested ship date for changes in actual lead time.

All orders are subject to acceptance by Hale, and Hale shall have no obligation under any order unless and until the same is accepted by Hale and a confirmation of acceptance has been issued to Purchaser. To be effective, a confirmation of acceptance must be given in writing or by fax, email or other electronic media.

Unless and except to the extent specifically stated otherwise in in Hale's confirmation of acceptance of an order or, if an order is submitted in response to a specific quotation or proposal issued by Hale, as specifically stated otherwise in such proposal or quotation, Hale's acceptance of an order shall always be upon and subject to these General Terms and Conditions of Sale, and any different or additional terms and conditions set forth or referenced in Purchaser's order or otherwise are rejected and shall not apply.

Hale shall have the right to refuse to accept any order for any reason.

Price sheets and other Hale literature are not offers to sell by Hale.



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### 3. Order Cancellations

A request to delay or change shipment after an item has been scheduled for production or shipment may result in a price increase and/or additional charges, including warehousing and rescheduling charges. If the requested delay or change in shipment exceeds 90 days, the request may be treated as a request for cancellation.

All requests to cancel an order must be submitted to Hale in writing.

Hale normally permits orders for catalog items in standard quantities to be cancelled at any time prior to shipment without penalty. Orders for non-catalog items, custom-configured and other special-order items may be canceled only upon payment of cancellation charges as determined by Hale. Cancellation charges may include production cost, engineering expense, selling expense, a reasonable amount for overhead, and a reasonable amount for profit. If an order includes items to special specifications or sizes or of types not in general production, cancellation charges will include payment for all special work. A minimum 20% cancellation charge may be assessed.

### 4. Shipping and Dimensions, Sizes and Weights

Scheduled shipping dates are approximate only and not guaranteed and are subject to timely receipt of all necessary information and documentation from Purchaser.

Unless and except to the extent an order expressly states on its face that no partial shipments are allowed and/or that no early shipments are allowed, Hale shall have the right to make partial shipments and to make shipments prior to the scheduled ship date on the order confirmation.

The delivery term for all orders is FCA (Incoterms 2010) Hale's shipping dock, 607 NW 27th Ave., Ocala, Florida, USA.

Hale shall have the right to designate carrier and routing whenever freight is allowed. Where freight is not allowed, Purchaser's designated carriers will be used where practical; provided, however, that Hale has the

right to designate other carriers and routing to the extent Hale deems necessary or appropriate. Where freight is not allowed, the freight charge will be prepaid and added to the invoice.

Prices include standard packaging and packing only. Any export or other special packaging or packing requested by Purchaser shall result in additional charges.

Published dimensions, sizes and weights are approximate only and are not guaranteed.

Certified dimension drawings of an item may be obtained from Hale at US\$50 per set.

Hale shall have the right to refuse to ship items to any person or entity or any destination or for any use that it believes to be unlawful.

### 5. Pricing and Payment Terms

All orders shall be Cash-In-Advance, Pre-Pay unless other credit terms are established in writing with Hale.

Unless specifically stated otherwise in a written Special Pricing Notification (SPN) published by Hale:

- All prices are in US Dollars, and all payments are to be made in US Dollars
- All prices are FCA (Incoterms 2010) Hale's shipping dock, 607 N.W. 27th Ave., Ocala, Florida, USA
- All prices shall be based on Purchaser's standard discount and Hale's published price list in effect on the date the order is placed. List prices are subject to change without notice. If an order has a requested shipment date for any item that is more than 90 days after the order is placed, Hale reserves the right to requote pricing for the item.
- For Purchasers with prior credit approval, the standard payment term for the price of items and other amounts payable by Purchaser shall be 1% 10, net 30 days from date of invoice so long as Purchaser's account balance is within its approved credit limit. Hale reserves the right to review and revoke a Purchaser's credit approval and/or modify a Purchaser's credit limit at any time.
- For a Purchaser without prior credit approval or whose account balance exceeds its credit limit, at



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Hale's discretion, the standard payment term for the price of items and other amounts payable by Purchaser shall be payment in full with submission of order.

- Acceptance of payment by credit card shall be at Hale's discretion. If credit card payment is accepted, Hale may impose a processing fee.
- A \$20.00 shipping and handling fee may be assessed on any order under \$100.00.

No order shall be accepted that reflects prices or payment in any currency other than US Dollars, pricing that differs from Purchaser's standard discount or Hale's published price list in effect on the date the order is placed or a payment term that differs from the applicable standard payment term, unless accompanied by a copy of a duly signed written quotation or proposal to Purchaser or a Special Pricing Notification (SPN) published by Hale reflecting such different currency, pricing, or payment term.

Unless specifically stated otherwise in a Special Pricing Notification (SPN), all SPNs may be revoked or modified by Hale at any time and, if not earlier revoked, will expire 60 days after the date of publication.

Invoices may be issued at any time after shipment. Partial shipment may be invoiced as the partial shipments are made.

Interest at the rate of 1.5 % per month may be charged on all overdue amounts.

If Purchaser's account with Hale or any other IDEX Unit should become past due or, in the judgment of Hale, Purchaser's financial condition does not justify continuance of production or shipment on the applicable payment terms, Hale may, at its sole discretion, suspend production or shipment and require full or partial payment in advance of production or shipment.

In the event Hale has completed and prepared items for shipment and shipment is delayed by Purchaser for any reason, Hale may invoice Purchaser as if shipment had been made and the amount invoiced shall be due and payable as if shipment had been made. After invoice, items held by Hale as a result of a delay in shipment by Purchaser shall be held at the risk and expense of Purchaser.

## 6. Title and Risks

Hale will cease to have any responsibility for items and title and all risk of loss or damage to items shall pass to Purchaser in accordance with the applicable delivery term.

Purchaser should make a visual inspection of shipping containers and packages for obvious damage before "signing off" on the carrier's receipt. If damage is noted, it should be so indicated on the carrier's receipt before acceptance. Lack of damage to the outside of a shipping container or package does not guarantee undamaged contents. Purchaser should open shipping containers and packages and inspect contents promptly after receipt.

If contents are damaged, Purchaser should contact the carrier immediately. If contents do not match the order, Purchaser must notify Hale immediately. Any shortages or order differences reported to Hale more than 30 days after shipment or 10 days after receipt will not be eligible for return, replacement or adjustment by Hale.

## 7. Returns

Hale will not consider requests for return made more than 120 days after the date of shipment. No returns shall be accepted by Hale unless accompanied by a Return Materials Authorization (RMA) issued by Hale. Hale shall have no obligation to issue an RMA. In order to be returnable, items must be standard items that are new, unused, the same as items currently being offered for sale by Hale, and in their original packaging with all associated documents, including user manuals. Items which are no longer available, discontinued, obsolete, or special order/production, or otherwise deemed not returnable will not be accepted for return. Hale reserves the sole right to determine the returnability of the items. Items which are received in non-returnable condition will be handled in one of the following ways:

- Destroyed with Purchaser's approval
- Returned to Purchaser at its expense
- Refurbished and returned to Purchaser at its expense with its approval
- Partial credit issued to Purchaser at the sole discretion of Hale





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Hale will have no responsibility or liability in connection with items returned without an RGA. Returns arriving without an approved RGA may be refused. All items returned must be properly packed and identified in accordance with the RGA.

All costs and expenses associated with returns shall be borne by Purchaser. Return costs and expenses may include labor, material, administrative, and any other costs and expenses arising out of the return. A minimum 20% restocking charge may be assessed on all returns. If credit is to be allowed on returned items, any credit will be subject to and conditioned the receipt of the returned items in new, unused, undamaged and saleable condition.

Hale may accept a return and waive the restocking or cancellation fee in the event Hale had made an error such as an incorrect part number or a duplicate order or other similar circumstance.

All returns are at Purchaser's sole risk and expense, and any shipping charges on returned items shall be paid by Purchaser. No collect shipments will be accepted unless authorized in writing in advance by Hale.

### 8. Designs, Materials, Components and Discontinuance

Hale may make changes and modifications to the design of any item at any time without affecting any order or making the same changes and modifications to any previously produced or sold item. Items shown in catalogs, advertisements or other literature may vary from the actual items shipped in design, look or content. Hale may substitute materials, components and parts for any item at any time without affecting any order or making the same changes and modifications to any previously produced or sold item. Hale may discontinue the production and sale of any item at any time without incurring any liability or obligation in connection with any order or any previously produced or sold item.

### 9. Taxes

Purchaser shall pay all sales, use, value added and other taxes, all duties and tariffs, and all other amounts payable to any governmental authority, whether or not presently in effect, imposed upon or payable with

respect to the manufacture, sale, transportation, possession, use or delivery of any item purchased by Purchaser, except that Purchaser shall not be required to pay any tax imposed upon or measured by the income of Hale. In the event Hale should pay any tax, duty or tariff, or other amount required to be paid by Purchaser, Purchaser shall promptly reimburse Hale for such tax, duty or tariff, or other amount on demand.

Any claim by Purchaser that an order is not subject to tax, duty or tariff, or other amount payable to a governmental authority must be supported by an appropriate exemption certificate or other documentation acceptable to tax and custom authorities. Unless a current copy of an appropriate tax exemption certificate or other acceptable documentation is on file at Hale, all such documentation must be submitted to Hale with the order.

### 10. Installation, Operation and Maintenance

Hale's installation, operation, and maintenance instructions assume the existence of normal factors and conditions and do not allow for any special factors or conditions that may exist during actual use. Purchaser shall be responsible for ensuring that only properly trained and qualified personnel install, operate and maintain items products purchased from Hale.

### 11. Warranty

Products and parts are warranted in accordance with and subject to terms and conditions of Hale's standard Warranty Statement in effect on the date the applicable order is submitted, which standard Warranty Statement is incorporated herein and made a part hereof by this reference. Hale's standard Warranty Statement is posted on the following websites:

[www.haleproducts.com](http://www.haleproducts.com)

[www.class1.com](http://www.class1.com)

A copy of Hale's standard Warranty Statement may also be obtained by calling 1-800-533- 3569.







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### 12. Liability Limitations

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL HALE HAVE (i) ANY LIABILITY TO PURCHASER, ANY USER OR ANY OTHER PERSON OR ENTITY FOR ANY CLAIM, LOSS, DAMAGE, INJURY, LIABILITY, OBLIGATION, COST OR EXPENSE THAT DIRECTLY OR INDIRECTLY RELATES TO OR ARISES OUT OF THE USE OR FAILURE OF ANY PRODUCT, PART OR OTHER ITEM SOLD BY HALE OTHER THAN AS SET FORTH IN HALE'S STANDARD WARRANTIES IN EFFECT ON THE DATE THE APPLICABLE ORDER IS SUBMITTED OR (II) ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF SALES, LOSS OF PROFITS, DOWN TIME, LOSS OF PRODUCTION, LOSS OF CONTRACTS, OR DAMAGE TO REPUTATION OR GOOD WILL, WHETHER OR NOT HALE WAS AWARE OF OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, HALE'S LIABILITY IN CONNECTION WITH ANY PARTICULAR PRODUCT, PART OR OTHER ITEM SHALL BE LIMITED TO THE ORIGINAL PRICE PAID TO HALE BY PURCHASER FOR SUCH PRODUCT, PART OR OTHER ITEM.**

### 13. Nuclear Exclusion

**PRODUCTS, PARTS AND OTHER ITEMS SUPPLIED BY HALE ARE "COMMERCIAL GRADE ITEMS" AND MAY NOT BE USED FOR ANY "SAFETY RELATED" PURPOSE, APPLICATION OR FUNCTION AT ANY NUCLEAR POWER PLANT OR OTHER NUCLEAR FACILITY.**

### 14. Resale or Transfer

If Purchaser resells or transfers any products, parts or other items supplied by Hale (whether sold or transferred in the form provided by Hale or in a modified form or as a component or part of or in connection with other goods or services):

- All warranties, liabilities and obligations in connection with the resale or transfer of such

products, parts or other items shall be the sole responsibility, liability and obligation of Purchaser.

- Purchaser shall be solely responsible for determining whether such products, parts or other items conform to and comply with all specifications and technical, commercial, quality, legal and regulatory standards and requirements that may apply in connection with the resale or transfer of such products, parts or other items.

Purchaser shall be solely responsible for ensuring that such products, parts or other items are fit and appropriate for the purposes, applications and functions for which they may be used after resale or transfer.

### 15. Export Controls

Products, parts and other items sold by Hale and related technical information, data, documents and materials are subject to export controls under U.S. Export Administration Regulations and U.S. Department of the Treasury embargo regulations. Purchaser shall strictly comply with all such export controls, shall fully cooperate with Hale in any official or unofficial investigation, audit or inspection that relates to any of such controls, and shall not export, re-export, divert or transfer, directly or indirectly, any product, part or other item sold by Hale or related technical information, data, documents or materials to any party on any U.S. denied party list or destination subject to an embargo or for any use that is otherwise prohibited pursuant to such controls, unless and until Purchaser obtain all required U.S. governmental and regulatory approvals, authorizations and licenses.

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[www.haleproducts.com](http://www.haleproducts.com)  
[www.class1.com](http://www.class1.com)