



## General Terms and Conditions of Sale

### 1. DEFINITION

For the purposes of these terms and conditions the 'Seller' is HD Heights Inc, the person or company who placed an order with the Seller is referred to as the 'Buyer' and includes the principal on whose behalf the person or company placing the order may be acting as agent.

### 2. PRICES AND QUOTATIONS

All prices are F.O.B. manufacturing or shipping location unless otherwise specified. Quoted prices are valid for acceptance within thirty (30) days of quotation date, and are exclusive of any applicable taxes or miscellaneous charges not specified in the quotation. The prices and deliveries provided on our quotations are predicated on receiving an order for the models and quantities offered. Any deviations will require a reconfirmation of price and delivery.

### 3. PAYMENT TERMS

Subject to the approval of Seller's Credit Department, and unless otherwise agreed in writing, terms of payment are net cash /thirty (30) days following the date of invoice, or by letter of credit paid upon submittal of shipping documents, all payable in U. S. currency / or as mentioned in our quote to Seller at its offices in Houston, Texas, or as Seller otherwise directs. Buyer shall give written notice to Seller of any claim for error in charges within ten (10) days of shipment date of Equipment.

### 4. DOCUMENTATION

Seller shall provide Customer with copies of such data or documentation, as agreed in the quotation. If additional data or documentation is requested by Buyer, Seller will provide such additional copies at Buyer's expense.

### 5. DELIVERY

Quoted delivery dates are approximate estimates determined at the time of quotation and are subject to revision due to variations in order processing and manufacturing or specifications and quantity. Seller assumes no liability for losses arising from inaccurate estimates, and is permitted to make partial shipments against this Contract.

### 6. LIABILITIES

Under no circumstances will the seller be liable in contract, tort or otherwise for any loss or damage of whatsoever kind (except for death or personal injury) or however caused or for anything done or omitted to be done in connection with the Buyer's order or any work in connection therewith. The Seller will only be liable for defects due to faulty materials or workmanship appearing within 2 weeks after delivery from the Seller and upon notice thereof being given to the Seller as set out above, the seller may at its own discretion either: - (a) replace any defective goods; or (b) remedy any defect; or of any defective part thereof.



## **7. CANCELLATION**

The acceptance of any cancellation will only be binding on the Seller if in writing. The cancellation of an order by the Buyer for any reason will only be accepted at the discretion of the Seller and in any event on condition that any costs or expenses incurred by the Seller as direct or indirect result of such cancellation plus a minimum of 25% of the value of the order cancelled are paid and all loss or damage resulting to the Seller by reason of such cancellation is made good by the Buyer to the Seller forthwith.

## **8. LIMITED WARRANTY AND GUARANTEE**

No warranty or guarantee, expressed or implied, as to the suitability or fitness for any purpose or merchantability of the goods supplied by the Seller is given by the Seller. The Seller shall not be liable to the Buyer in respect of any damage or loss whatsoever kind caused to the Buyer or to the property of the Buyer arising out of the provision or performance of any services provided or performed by the Seller for or any advice given to the Buyer in relation to the goods sold, whether at the request of the Buyer or otherwise. As set forth separately, different warranties may apply to different categories of Equipment. The warranties made are in lieu of any other warranty, express or implied, and can be amended only by a written instrument signed by officer of Seller.

## **9. SERVICES**

Services rendered by Seller, whether with or without charge, are only technical or advisory in nature and are merely incidental to the sale of the Equipment. When any such services are rendered, Buyer will retain full responsibility for and full control, custody and supervision of the Equipment and the installation, selection of material thereof, and a representative of Buyer shall be present with full authority to direct operations.

## **10. CLAIMS**

Buyer shall bear the risk of loss for damage to or destruction of the Equipment from the earlier of the time that Seller delivers such Equipment to the carrier or to Buyer or Buyer's agent. Any claims for loss or damage after risk of loss has passed to Buyer shall be filed with the carrier. Buyer shall give written notice to Seller of any claim for shortage or error in Equipment shipped within seven days of shipment date of Equipment.

## **11. CONFIDENTIALITY**

The Buyer will use all reasonable endeavours to ensure that the Seller's confidential information is not copied or disclosed to any third party in any manner whatsoever except upon the prior written authority of the Seller.

## **12. LAW AND JURISDICTION**

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, with any claim or matter to be adjudicated in the courts of the State of Texas, in Harris County.