



**H&H Industries, Inc. *Quality Remanufactured Compressors***

## **Terms and Conditions**

### **Terms of payment and reservations of title:**

1. Terms on all sales net due unless credit arrangements have been made. H&H Industries, Inc. (H&H) reserves the right to ship C.O.D. to purchasers with unapproved credit. H&H will reserve title until merchandise is paid in full.
2. If and in the event this account is placed in the hands of an attorney for collection, by suit or otherwise or in any way to enforce its collection, purchaser agrees to pay all court costs of collection and litigation to include attorney's fees.
3. Purchaser agrees to pay an interest of 1½% per month (18% annual interest rate) on all past due accounts.
4. Merchandise in an unused condition may be returned upon approval from H&H Industries, Inc. Such returned merchandise will be subject to a 15% restocking charge.

## **Warranty and Limitation on Liability**

1. H & H Industries, Inc. warrants its' compressors to the original purchaser to be free from defects in material and workmanship under normal use and service. It will be our obligation to replace any compressor within a twelve month period from date of shipment, which after our inspection we shall disclose to our satisfaction to be defective from assembly workmanship and does not disclose any misuse, alterations, accidents of failure due to adverse power conditions, contaminated systems, liquid refrigerant in compressor or lack of suction or water cooling to compressor. The compressor will be exchanged for another from our stock or repaired to proper running condition and returned to purchaser.
2. H & H Industries, Inc. will not be responsible for, nor accept charges for loss of refrigerant, oil, freight or labor expenses incident to the replacement of compressors under this warranty. This warranty does not extend to accessories, motors, condensers, starters and materials not furnished by H & H Industries, Inc.
3. Seller shall not be liable for any direct, indirect, incidental, consequential or other loss, injury, damage, cost or expense, whether caused by delay, failure or performance, breach of warranty, or by any cause whatsoever.
4. All obligations of Seller under Paragraph 1 hereof shall be void if Purchaser:
  - a. fails without legal justification to pay Seller when due the purchase price for the equipment sold hereunder, or
  - b. fails to have the equipment sold hereunder installed, maintained, and serviced by competent personnel and in accordance with Sellers instructions, or
  - c. opens or modifies the equipment in any manner without Sellers explicit approval.
5. All parts sold will carry the manufacturers warranty only.

EXCEPT FOR THIS EXPRESS WARRANTY AND THE EXCLUSIVE REMEDIES OF REPAIR OR REPLACEMENT OF DEFECTIVE UNITS AS SET FORTH ABOVE, H&H INDUSTRIES, INC. GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ON ITS PRODUCTS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE STATED EXPRESS WARRANTY AND LIMITATION AS TO LIABILITY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF H&H INDUSTRIES, INC. FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES OCCURRING OUT OF OR IN CONNECTION WITH DELIVERY, USE OR PERFORMANCE OF H&H INDUSTRIES, INC. PRODUCTS.