

**ORDERS:** All orders are subject to final approval by the Manufacturer.

**QUOTATIONS:** Special pricing on standard or custom products is available and subject to situational-based terms and conditions.

**CREDIT:** Written consent from Manufacturer (Humphrey Products Company) must be obtained on all credits. Include purchase order number used when goods were ordered. A handling fee will be charged. Additional fees may be charged dependent on age and resalability of returned merchandise, etc.

**CANCELLATIONS:** Written consent from the Manufacturer must be obtained on all cancellations, and a cancellation fee may be charged at time cancellation is authorized.

**SHIPMENTS:** The Manufacturer will ship all goods via the most economical carrier unless otherwise instructed.

**DELAYED DELIVERY:** The Manufacturer shall not be liable for delays, damage, loss of goods in transit, or inability to supply goods for any reason at any time.

**BONDS, INSURANCE, OR SPECIAL WARRANTIES, ETC.:** The Buyer agrees to pay all costs in obtaining same.

**CHANGES:** The Manufacturer reserves the right to make changes in specifications and design, etc., and is not liable for any inconvenience or damage whatsoever caused by such design or specification changes.

**DIES AND FIXTURES, ETC.:** All dies, jigs and fixtures, etc. shall be the property of the Manufacturer.

**PRICES:** The Manufacturer reserves the right to change prices without notice.

**INSPECTION:** Buyer waives any claims for shipping errors, shortages, nonconformance of goods to order, and defective goods unless Manufacturer receives written notice of same within ten (10) days after delivery of goods.

**DESIGN AND SPECIFICATIONS:** The design and specifications and other product information contained in this catalog are for general reference purposes based upon customary and usual manufacturing standards and product applications. However, it is difficult to predict or to anticipate the functioning or suitability of the product for any particular application or use. Therefore, nothing herein shall be deemed a representation or warranty of the product design or specifications and Buyer shall have the responsibility for investigating and testing the product in any particular application or use and all risks attendant in such use.

**PRODUCT LIMITED WARRANTY:** Manufacturer warrants its product to be free from defects in workmanship and/or material for one (1) year from date of shipment from the factory. Manufacturer shall have no liability under the warranty or otherwise if:

1. The product is not inspected by Buyer within ten (10) days after delivery;
2. The product is used other than in accordance with current operating instructions;
3. The product is subjected to any abuse or abnormal or unintended use;
4. A claim in writing under this warranty is not presented to manufacturer at Kalamazoo, Michigan address on or before ninety (90) days after the date of any alleged defect was first known or could reasonably have been known, whichever is sooner, or;
5. The product is not returned unaltered to Manufacturer within such ninety (90) day period for inspection. Any warranty extends only to the first user of the product.

**DISCLAIMER:** The above Limited Warranty is EXCLUSIVE of any and all other warranties, liabilities or obligations of Manufacturer. MANUFACTURER DISCLAIMS ANY OTHER WARRANTY AND MAKES NO REPRESENTATIONS OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER MATTER.

Manufacturer neither authorizes nor assumes responsibility for any other affirmation of fact, description or other representation with respect to its product.

**LIMITATIONS OF LIABILITY:** Manufacturer's liability shall be limited to: 1. product replacement, 2. product repair, or 3. a refund of the product purchase price F.O.B. point of manufacture, and as Manufacturer, at its option may elect. The above remedies shall be Buyer's exclusive remedies for any and all loss or damage claimed by or through Buyer from any cause whatsoever including, without limitation, inability to supply product, errors or delays in shipment, Manufacturer's negligence, or any other matter. The manufacturer shall not be liable for any incidental, special, or consequential damages.