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• MANUFACTURER, DISTRIBUTOR, AND FABRICATOR OF FLUID POWER COMPONENTS •

PURCHASE ORDER TERMS AND CONDITIONS

- WARRANTY** Seller expressly warrants that all items or services furnished under this order will conform to the specifications, drawings, samples or other descriptions furnished or specified by us, and will be of good material and workmanship and free from defects. We may reject any item or service not meeting this warranty and require correction and replacement, without cost to us. Should you fail to comply with this warranty, you will indemnify, defend and save us harmless from and against all suits, claims, demands and expenses in connection with the work done under this order and in any way growing out of any accident resulting from any and all items furnished to us under this order.
- QUALITY** Material is subject to buyer's inspection and approval at a reasonable time after delivery. If specifications are not met, material may be returned at seller's expense.
- TAXES** The seller agrees to pay any taxes imposed by law upon or on account of the within material, unless otherwise agreed.
- TOOLS** Tools of all kinds held by vendors for making our parts must be repaired, renewed and fully insured against possible loss or damage, and are subject to removal at any time upon demand, unless otherwise agreed.
- SHIPMENT** Must be made within our on time delivery window defined as up to 5 days early and 0 days late. Failing to do so reserves the buyer the right to purchase elsewhere and charge vendor with any loss incurred, unless deferred shipment has been authorized.
- PATENTS** The seller shall hold and save the purchaser, its officers, agents, servants, and users of its products, harmless from liability of any nature or kind, or an account of the use, sale or lease of any patented or unpatented invention, articles or appliance furnished or used hereunder.
- PRICE** If prices are higher than specified, do not ship. Advise us. If price is omitted, it is agreed that the material shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
- FEDERAL STATUTE** This order is placed by the purchaser with the understanding, and in accepting the seller agrees, that no Federal Statute has been violated in the manufacture or sale of items covered by this order.
- INDEMNITY** If you are required, by the terms of this purchase order, to perform any work on our premises, or if the performance of labor on our premises from or is incident to your supplying articles, material or work covered by this order, you agree to indemnify and save us harmless from any and all liabilities, claims or demands for injuries or damages to any person or property growing out of the performance of this order whether such liabilities, claims or demands grow out of the negligent acts or omissions of our agents, servants and employees or otherwise; and you shall defend us from and against all suits, claims, including Workmen's Compensation claims, demands, damages and costs in connection with accidents from the services performed hereunder.
- VISITATION** HFI (and its accompanied customers and regulatory authorities) reserves the right to conduct on site evaluations of their supplier's facility and operations to ensure compliance to HFI's specifications and standards. Should this become necessary, reasonable notice will be given to the supplier prior to visitation.

TO THE MANUFACTURER OR SUPPLIER:

The product or products which are listed on this purchase order supplied to HFI Fluid Power Products by your company must have labels on the product's containers which list the following:

- A. Identity of the material inside the container
- B. Appropriate health of physical hazard warnings applicable to the material in the container.

Failure to post these required labels will eventually result in the termination of future purchases of these materials from your company.