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## TERMS AND CONDITIONS

The following terms and conditions apply to the sale of goods, materials and/or products (collectively, "Products") and/ or provision of services ("Services") by Hudson Tool Steel Corporation, a California corporation, and its affiliates (collectively, "Hudson") to the customer ("Customer") identified on the Purchase Order, written or verbal, to which these terms and conditions are attached:

### **Warranty and Disclaimer**

Hudson warrants that the Products and Services provided to a Customer meet the specification(s) designated by the Customer at the time of quotation. If the customer changes specification(s), a new quote must be generated and accepted by the customer prior to order. If the customer calls out a specific quote but changes specification(s), Hudson has no responsibility. If Products shipped to a Customer do not conform to such quoted specifications, Hudson will replace the non-conforming portion thereof or refund the allocable purchase price to the original Customer, provided a claim is submitted within a reasonable time.

Hudson has no control over the use or application of Products after they are shipped, and accordingly, we shall not be responsible for labor claims, labor costs, damages, repairs, lost profits, or other consequential damages. In addition, with respect to any Products we ship, we shall not be responsible for any liability arising out of any use of such Products which is not consistent with their intended use or application. A Customer's receipt of any shipment of Products constitutes the customer's agreement to use them solely for their intended use of application and to indemnify Hudson from and against any liability arising out of any use thereof which is not consistent with their intended use or application.

Since all metals in raw material form are basic materials whose uses and applications are limited almost solely by the inventiveness and ingenuity of the user, **we do not warrant the suitability of any of our Products for any application or purpose, or make any other warranties expressed or implied.**

Hudson neither assumes nor authorizes any person to assume for Hudson any liability not expressed herein. In the event we are found to be responsible for any liability in connection with any Products shipped by Hudson, the maximum amount of our liability shall be limited to the portion of the sale price allocable to the Products giving rise to such liability.

### **Non-Conformity**

Claims for shortages and/or non-conformity must be submitted in writing within 10 business days of the Customer's receipt of the Product.

### **Return Shipments**

Return shipments must be authorized by Hudson Tool Steel in advance. RMA paperwork must accompany all returned Products. If paperwork is omitted, returned shipments may be refused. Material which has been cut or otherwise processed by the buyer or to the buyer's order is not returnable.

### **Governing Law, Attorney Fees and Service Charges**

This invoice shall be governed by and constructed in accordance with California law and deemed to have been made in Cerritos, California. The buyer hereby submits to the jurisdiction of the State of California, County of Los Angeles, and the venue in which the vendor has its principal place of business.

If legal action or collection proceedings are needed to enforce these terms and conditions or agreed upon payment terms, the customer is responsible for collections fees of up to 25% of the balance due and/or attorney's fees and court costs. A service charge of 1.5% per month will be imposed on the total due. The service charge will be waived if the debt is paid within 30 days.

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