

## HVAC DIGITAL TERMS OF SALE

- **Sales Policy:**
  - All orders must be single release for immediate shipment to a single destination. Unless instructed otherwise, partial shipments will be made. Freight and handling fees will be added to each shipment.
  
- **Prices are Subject to Change without Notice:**
  - In the event of a price change, the unshipped portion of any order will be billed at the new price. Our minimum billing is \$25.00 plus freight charges. Items less than \$25.00 will have a handling fee added during the checkout process. Some Manufacturers require minimum orders on non-stock items which may delay small orders until minimums can be met. The delays may be shortened under special circumstances. Please contact HVAC Digital for additional considerations.
  
- **Shipping Information:**
  - In-stock items will ship within 24 hours of the order, normally the same day. Items not in-stock will ship as soon as the items are received from our suppliers. Special order items may carry cancellation charges once an order is placed and may also be subject to a restricted return policy. Products not in stock are considered to be special order items and may be subject to minimum order quantities, special handling charges, and/or other conditions stipulated by our supplier.
  
- **Freight:**
  - Customer is responsible for all shipping and handling charges. All shipments are **FOB** destination. Claims for loss or damage in transit must be made with the carrier by the customer. All shipments should be unpacked and inspected immediately upon receipt. If damage does not become apparent until shipment is unpacked, customer must make a request for inspection by the carrier's agent and file with the carrier. Any external evidence of loss or damage must be noted on the freight bill or carrier's receipt and signed by the carrier's agent. Failure to do this will result in the carrier's refusal to honor the claim.
  
- **Payment Terms:**
  - **United States and Canada**
    - New accounts: **C.O.D.**, company check, or credit card (Visa, MasterCard, American Express, Discovery and Diners Club) with order. A certified check or credit card is required if the total order amount is \$1,000.00 or more. A credit

application must be submitted for open account consideration. Allow two weeks for approval.

- Established accounts: Net 30 days.
- Accounts with balances exceeding 30 days will be subject to C.O.D. status. Accounts with balances exceeding 60 days will be subject to restricted shipments.

- **International**

- Payment terms: Export orders are accepted on the basis of payment in advance of shipment by wire transfer. All costs for documentation will be added to the charges.
  - Duties and taxes for international shipments are the responsibility of the consignee. Duties and taxes inadvertently charged to HVAC Digital will be invoiced to the customer's.
  - All orders invoiced for over \$5,000.00 U.S. will require insurance under the obligation of the buyer.

- **Returns:**

- Any material returned must have a return authorization number to be considered for credit. Returns resulting from errors by the seller will not be subject to these charges. Material returned for credit is subject to: A) 15% restocking charge or \$25.00, whichever is greater, if the product is unopened and returned within 90 days of shipment. OR B) 25% or \$35.00, whichever is greater, if opened or returned over 90 days from shipment. Shipments not covered by a valid RMA number may be subject to refusal of delivery. Returned product shall be received in original packaging: New and Unused. No returns allowed on product over 180 days (six months from shipment date). Custom products are not returnable for credit. Freight or other costs incurred in restocking will be deducted from the product credit memo. Return of non-stocked items is subject to manufacturer's acceptance. Returned material must be shipped prepaid.

- **Warranty and Disclaimer:**

- HVAC Digital, seller of the products described in this catalog, believes that technical information, specifications, test results, and recommendations herein are correct, but does not guarantee their accuracy or completeness. The seller provides no warranties beyond those offered by the manufacturer. The seller will provide repaired or replacement material as directed by the manufacturer. Since the seller, HVAC Digital, does not control the use of its products, there are no express warranties that extend beyond the description contained herein. Seller disclaims any implied warranties of

merchantability or of fitness for any particular purpose. Since the seller cannot control the manner of use of its products after their sale, seller will not be responsible for any consequential or indirect damages. Since seller is only acting as a distributor of products manufactured by other companies, seller expressly limits its liabilities to any guarantees extended by the manufacturer, which guarantees seller will pass through to the customer. No warranty will apply if its products are in any way altered or modified after delivery by seller. Terms of Buyer's or User's purchase order shall not supersede this disclaimer and no warranty, expressed or implied, other than stated herein, shall be effective unless contained in an agreement signed by an officer of HVAC Digital.

- **Consequential Damages:**

- Anything to the contrary notwithstanding, the seller shall not be liable for any consequential, contingent, or incidental damages whatsoever.

- **Right to Substitute:**

- The seller reserves the right to substitute materials used in construction of equipment sold, provided said substitution does not modify the operational characteristics of the equipment sold.

- **Hours of Operation:**

- Central Time Zone: 8:00 a.m. – 5:00 p.m. Monday through Friday
- Fax/E-Mail/Web Orders: 24 hours a day
- All above orders will be acknowledged during normal hours of operation.
- Voice mail messaging is available after normal hours.

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THESE TERMS OF SALE MAY BE MODIFIED WITHOUT NOTICE. THE TERMS OF SALE AT THE TIME OF SALE SHALL APPLY. THE SELLER AS REFERRED TO IN THE TERMS OF SALE IS HVAC DIGITAL.