

## Terms / Conditions

The Purchase Order comprises a binding contract between Hibbing Fabricators, Inc. and the Purchaser on the Terms and Conditions set forth herein. No revisions of this order or Terms and Conditions shall be valid unless expressly accepted in writing by an authorized representative of Hibbing Fabricators, Inc.

**Acknowledgement and Delivery Action:** All “Customer Action Items”, such as exceptions to print, drawing requests, electronic file request, etc., must be completed before acceptance of order. Expected delivery dates will be acknowledged and confirmed after the receipt of purchase order and acceptance of order. The promised delivery date is the best estimate possible of when products will be shipped. Hibbing Fabricators, Inc. shall not be liable for any loss or damage, incidental or consequential due to delays.

**Payment Terms:** Net 30 Days. Hibbing Fabricators, Inc. reserves the right to assess a 1-½% per month penalty for all invoices not received within the stated terms.

**Minimum Order:** \$150.00

**Title & Risk of Loss:** Title to the goods and risk of loss passes to the Purchaser at the F.O.B. point or point of origin.

**Terms of Order Acceptance:** The original Purchase Order is non-amendable and non-cancelable upon initiation of the production process without the express written consent of an authorized representative of Hibbing Fabricators, Inc. Cancellation of all or any portion of an order in process is subject to a cancellation charge determined by Hibbing Fabricators, Inc. The extent of work performed at the time of cancellation, including any procurement of raw materials not in stock at the time of order placement, will govern the amount of the charge. Exclusive of pre-established terms related to “Blanket” or “Annual” Purchase Orders, all orders shall be considered complete and shipped within 90 (ninety) days of original order scheduled ship date or scheduled release date. Should Hibbing Fabricators, Inc. accept orders requiring scheduled releases, dates of all scheduled releases shall be identified at the time and placement of the original order and be considered non-amendable without the express written consent of an authorized representative of Hibbing Fabricators, Inc. Any shipment requested to be deferred beyond the original purchase order ship date or original scheduled release date may be assessed a 5% (five percent) per month carrying charge until shipment of the original order is complete if such requested deferral is more than 60 days from the originally scheduled date.

**Warranty - Hibbing Fabricators, Inc. (HFI)** warrants that, for a warranty period of two months (sixty days) from the date of shipment from HFI to the Initial Purchaser (purchaser), the HFI product will conform to the applicable purchaser specifications and requirements in effect at the date of order acceptance. The Warranty does not cover any defects, damages, or other harms caused to any extent or in any way by abuse or misuse of the product once having left the HFI facility.

**Warranties Disclaimed -** The warranty stated in the first paragraph is in place of all other warranties, express or implied. HFI expressly disclaims any other warranties, including warranties of merchantability and fitness for a particular purpose. Although HFI may have made suggestions or recommendations in the manufacturing of the product at the purchaser’s request, it is the purchaser’s responsibility to test and determine the suitability of the product for the purchaser’s intended use and purpose. Purchaser assumes all risk and liability whatsoever regarding such suitability.

**Limitation of Remedies -** The replacement/refund remedy stated in this warranty takes the place of all other remedies against HFI and is the only remedy against HFI available to any purchaser. In no event will HFI be liable for special, indirect, incidental, or consequential damages (including physical injury, loss of profits, loss of labor costs, or loss of life) arising out of or connected to the product, or to any use or misuse of the product, regardless of any strict liability or active or passive negligence of HFI, and regardless of the legal theory (contract, tort or other) used to make a claim. In no event will HFI be obligated to pay damages to purchaser or any downstream company, person, or entity in any amount exceeding the price that purchaser paid for the product.