



~ Hunter's WorldWide Terms and Conditions ~

TERMS OF PAYMENT: All invoices are due and payable in Boone County, Missouri. All sales are 50% down with order balance due upon delivery, freight cost due in full within ten (10) days from the date of invoice, unless otherwise agreed to in writing. No discount is allowed for earlier payment unless authorized by HWW in writing. Purchasers without established credit with HWW will avoid delay by furnishing satisfactory references, by instructing HWW to bill in advance of processing the order. Accounts past due shall accrue interest at the highest lawful rate allowed by applicable law. If litigation is ever instituted by either party hereto to enforce, or to seek damages for the breach of, any provision hereof, the prevailing party therein shall be promptly reimbursed by the other party for all attorneys' fees reasonably incurred by the prevailing party in connection with such litigation. The parties desire and intend that any disputes arising between them with respect to or in connection with this purchase be subject to expeditious resolution in a court trial without jury. Therefore, each hereby waives the right to trial by jury of any cause of action, claim, Counter claim or cross-complaint in any action, proceeding or other hearing brought by either HWW against the purchaser or purchaser against HWW on any matter whatsoever arising out of or in any way connected with this purchase or any claim of injury or damage or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

GENERAL PURPOSE MACHINES: The component parts and equipment supplied by HWW are defined as general purpose machines. General purpose machines are designed for many kinds of operation and it is the responsibility of the purchaser or end user to select safety devices appropriate for their particular function.

LIMITED WARRANTY: HWW warrants all equipment manufactured by HWW to be free from defects in material and manufacture for a period of 30 Days from the date of shipment. HWW will furnish without charge, but will not install, replacements for such component parts that have been determined to be defective. Unless otherwise stated in the HWW quotation, this limited warranty is based on operation of the equipment for a period not exceeding eight hours per day. HWW MAKES NO OTHER WARRANTY OF ANY KIND AND HEREBY DISCLAIMS ALL WARRANTIES EXCEPT THE LIMITED WARRANTY HEREBY STATED, BOTH EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranty claims must be submitted to HWW within ten (10) days of discovery of defects or shall be deemed waived. No representative of HWW has any authority to waive, alter, vary or add to the terms hereof without prior approval in writing. This limited warranty applies only to equipment which is subjected to normal use and service. If the equipment exterior is painted, coated or altered in any way, or if the material conveyed is in excess of 175°F, or if change in the original intended use of the equipment is considered, HWW shall be consulted before modifications are made. This limited warranty shall not apply to any equipment which has been subjected to misuse, neglect or accident, or has been altered or tampered with, or if corrective work has been done thereon without HWW specific written consent, no allowances will be made for such corrective work done without such consent. Improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials, do not constitute defects. HWW shall not be responsible for work done, apparatus furnished, or repairs made by others. Equipment manufactured by others, and included in the HWW proposal is not warranted in any way by HWW but carries only the manufacturer's warranty, if any.

LIMITATIONS OF LIABILITY: It is expressly understood that HWW's liability is limited to the furnishing of replacement component parts. HWW SHALL NOT BE LIABLE, UPON WARRANTIES OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY DAMAGES ARISING FROM THE USE OF EQUIPMENT. Thus, HWW is not liable for any other expense, loss or damage including, but not limited to, loss of profits, production, increased cost of operation of spoilage arising in connection with the sale or use of, or inability to use the purchased equipment or products for any reason, except as herein provided. Equipment may be furnished with inlet/discharge connections and/or openings per customer request and/or specification. Therefore, HWW cannot be held liable for injury and/or equipment damage resulting from operation of equipment without properly installed guarding. Failure to provide proper guarding may expose personnel to rotating and/or reciprocating equipment and cause severe injury.

MISSOURI LAW TO APPLY, JURISDICTION AND VENUE: It is expressly understood that this sale of products or equipment was negotiated, executed, consummated and is otherwise performable in Boone County, Missouri, and shall be governed, construed and interpreted as to validity, enforcement and in all other respects in accordance with the laws of the State of Missouri, and the laws of the United States of America, as applicable. HWW has its principal place of business in Boone County, Missouri, which county shall be the proper place of venue to enforce payment or performance. Purchasers irrevocably agree that any legal proceeding arising out of or in connection with this sale shall be brought in the state courts of Boone County, Missouri, or the United States District Court for the judicial district in which Boone County is located.

CONTRACTS: All contracts are made and accepted are not valid until acknowledged by HWW main office. It is the intent and purpose of HWW to surrender title to this material when final payment is made. Possession may be given before final payment is due, and to protect HWW against default in payment or in the event of an execution or attachment is levied on the customer's property, it is hereby expressly agreed: (A) The title and right of possession to this material shall remain with HWW until full and final payment is made; (B) No part of this material shall be considered a fixture or incorporated into the realty by virtue of its attachment to real estate and any part may be separated from such real estate for the purpose of re-possession by HWW or by our agents in the event of a default by purchaser; (C) HWW shall have the right to elect a claim of mechanic's lien against the property upon which this material is situated and waive our rights to re-possess under Paragraphs (A) and (B) above any time before expiration of the time fixed by law for filing a mechanic's lien; (D) Acceptance or acknowledgement of any order, quotation or contract is with the express understanding that a "no lien agreement" has not been filed.



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PROMISE OF DELIVERY: Promise of delivery represents only the best estimate of the time required to complete the work and ship the material from the HWW Facility. All orders are accepted with the understanding that shipping dates are approximate and subject to change because of factory conditions, fires, strikes, material shortages, civil or military authority, Covid Restrictions, any changes in Government regulations, mandatory priority and/or other causes beyond the knowledge or control of HWW.

QUOTATIONS: Prices are valid for 10 days and for the quantities listed on the quote request unless otherwise noted.

CUSTOMER ARRANGED FREIGHT: When freight transportation is arranged by the customer, shipment will be considered to have occurred once the customer has been contacted. Freight is FOB HWW or Suppliers facility. Product becomes responsibility of customer claims for shortages and or damages are liability of freight company.

SAFETY DEVICES: HWW will supply only such safety devices as are specified in customer furnished purchase orders. Any additional safety measures or devices which may be required by law, or which the customer wishes to add, are to be furnished by the customer or, at the customer's written request, the safety devices will be furnished by HWW at additional cost to the customer. The aforementioned safety devices include, but are not limited to; interlocks, limit switches, overflow relief switches, shear pins, emergency stop switches, emergency stop pull cables and point-of-operation switches.

User Training: Customer agrees that it assumes sole responsibility and liability for training its employees, contractors, agents, and other end users in the safe operation of the HWW manufactured equipment. Customer agrees that it has not retained nor paid HWW to provide safety training, operational training, or best-practices advice or input regarding the operation of any HWW manufactured equipment, or the types of safety devices best suited for the Customer's usage of the purchased equipment. Customer acknowledges that it has superior information and control over the manner in which the HWW manufactured equipment will be incorporated as a component part into Customer's processes, and that the Customer is in a superior position to specify appropriate safety devices and to design safety training protocols to conform to equipment usage. Customer releases, indemnifies, and holds harmless HWW for any claims related to the safe operations of its equipment.

Indemnity: Customer agrees to defend, indemnify and hold harmless, HWW for any liability arising out of any injuries, damage, or casualty loss of any kind whatsoever experienced by Customer, its employees, contractors, or assigns arising out of or involving in any way Customer's utilization or operation of HWW manufactured equipment or any component part thereof. Such defense and indemnity obligation include any and all claims arising out of any allegation of HWW own alleged negligence or any alleged manufacturing, design, or warning defect or deficiency asserted against HWW.

SAFETY WARNING LABELS: All equipment that is shop-assembled by HWW has warning labels affixed in many easily seen locations. Additional safety stickers are available upon request from HWW or CEMA. Please refer to CEMA Warning and Safety Reminders for Screw, Drag and Bucket Elevator Conveyors, CEMA Safety Label Placement Guide and CEMA Safety Labels documents for further information. HWW will supply standard safety warning labels as recommended by CEMA or equivalent industry standards. Customer acknowledges that it has superior information regarding the manner in which the HWW equipment will be incorporated into Customer's manufacturing processes, and the skill level and language abilities of Customer's employees who may interface with the equipment. Customer agrees that it is solely responsible for any additional safety signage, warnings, or other safety requirements particular to its employees or utilization of the HWW equipment, and Customer hereby releases, indemnifies, and holds harmless HWW for any liabilities arising out of same.

CANCELLATION: Orders entered on HWW books are not subject to cancellation and no cancellations will be accepted except upon terms that will INDEMNIFY HWW against loss. Cancellation fee is 50% of the price of the order as well as charges for all work performed prior to written notification and will be invoiced. As every order is custom made for the customer down payment is non-refundable.

CLAIMS: All prices are made F.O.B. Columbia, Missouri, unless otherwise indicated. HWW responsibility ceases when delivery has been made to the transportation company. If there are shortages or evidence of damage, insist on the transportation agent making notations on the shipping documents before signing receipt. Claims should be made immediately and HWW will cooperate with customers when desired in obtaining adjustments from the transportation company due to loss or damage. All equipment shall be checked for damage immediately upon arrival. Do not attempt to install damaged component parts or equipment. Claims for errors or shortages existing prior to our delivery of the equipment to the carrier will be considered only when made known to HWW immediately after receipt of shipment.

RETURNED GOODS: No material will be accepted for credit unless such return is first authorized in writing by HWW. All prices are predicated on sale of material as merchandise only. Additional charges may be assessed for any special services or markings, special boxing, cartage, transfer, overtime (when authorized by purchaser), financing, or other abnormal requirements. Refunded items are subject to inspection and will only be issued as credit.

MINIMUM CHARGE: Minimum charge on any invoice will be \$100.00 net plus applicable parcel post, express or freight charges.

SPECIAL TAXES: Any federal, state or city sales tax or other manufacturers' or processors' tax, if any when assessed, will be added to the invoice.

PAINTING: As a protective measure, HWW will apply before shipment one coat of HWW standard shop paint to all outside accessible unfinished surfaces not including machine-finished surfaces.