



~ *Hunter's WorldWide Terms and Conditions* ~

TERMS OF PAYMENT

All invoices are due and payable in Boone County, Missouri. All sales require a 50% down payment at the time of order, with the balance due upon delivery. Freight costs must be paid in full within ten (10) days from the date of the invoice unless otherwise agreed to in writing. No discount is allowed for early payment unless authorized by HWW in writing. All down payments, whether partial or in full, are non-refundable without exception.

Purchasers without established credit with HWW can avoid delays by furnishing satisfactory references or instructing HWW to bill in advance of processing the order. Past-due accounts shall accrue interest at the highest lawful rate allowed by applicable law. All orders under \$5,00.00 require payment in full in advance.

If litigation is instituted by either party to enforce or seek damages for a breach of any provision herein, the prevailing party shall be promptly reimbursed by the other party for all reasonable attorneys' fees incurred. The parties desire and intend that any disputes arising with respect to this purchase be resolved expeditiously in a court trial without a jury. Therefore, each party hereby waives the right to a jury trial for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, or hearing brought by either HWW against the purchaser or vice versa, arising out of or in any way connected with this purchase or any related claim of injury, damage, or remedy enforcement under applicable law.

GENERAL PURPOSE MACHINES

The component parts and equipment supplied by HWW are defined as general-purpose machines. These machines are designed for various operations, and it is the responsibility of the purchaser or end user to select appropriate safety devices for their specific function.



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LIMITED WARRANTY

HWW warrants all equipment it manufactures to be free from defects in material and workmanship for 30 days from the date of shipment. HWW will furnish, without charge, replacements for defective component parts but will not install them. Unless otherwise stated in the HWW quotation, this limited warranty applies to equipment operating for no more than eight hours per day.

HWW MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

All warranty claims must be submitted to HWW within ten (10) days of discovering defects, or they will be deemed waived. No HWW representative has the authority to waive, alter, or add to these terms without prior written approval.

This limited warranty applies only to equipment subjected to normal use and service. If the equipment exterior is painted, coated, or altered in any way; if the material conveyed exceeds 175°F; or if the original intended use of the equipment is modified, HWW must be consulted before any changes are made.

This warranty does not apply to equipment subjected to misuse, neglect, or accidents, or if it has been altered, tampered with, or repaired without HWW's written consent. No allowances will be made for unauthorized repairs. HWW disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

Improper lubrication, deterioration due to chemical action, and wear caused by abrasive materials do not constitute defects. HWW shall not be responsible for work done, apparatus furnished, or repairs made by others. Equipment manufactured by third parties and included in the HWW proposal is not warranted by HWW but may carry the manufacturer's warranty. All other warranties, expressed or implied including merchantability or fitness for a particular purpose are disclaimed.



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LIMITATIONS OF LIABILITY

HWW's liability is strictly limited to the furnishing of replacement component parts. HWW SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, PRODUCTION, INCREASED OPERATING COSTS, OR SPOILAGE.

Equipment may be furnished with inlet/discharge connections and/or openings per customer request and specifications. HWW is not liable for injury or equipment damage resulting from operation without properly installed guarding. Failure to provide proper guarding may expose personnel to rotating and/or reciprocating equipment and cause severe injury.

MISSOURI LAW, JURISDICTION, AND VENUE

This sale of products or equipment was negotiated, executed, and consummated in Boone County, Missouri, and shall be governed by the laws of Missouri and applicable U.S. federal law.

HWW has its principal place of business in Boone County, Missouri, which shall be the proper venue for enforcing payment or performance. Purchasers irrevocably agree that any legal proceedings arising from this sale shall be brought in the state courts of Boone County, Missouri, or the United States District Court for the judicial district covering Boone County.

LIMITATIONS ON CUSTOMER MODIFICATIONS

This sale of products HWW has prevailing terms any additional or conflicting terms proposed by the customer are hereby rejected and not enforceable or effect unless expressly agreed to in writing by HWW



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CONTRACTS

Any terms or conditions submitted by the customer—whether in a purchase order or otherwise—are rejected and shall have no force or effect unless expressly agreed to in writing by HWW. Acceptance of a quote, invoice, or proposal from HWW by the customer—whether by signature, written confirmation, or issuance of a purchase order—constitutes agreement to these Terms and Conditions. All contracts must be acknowledged by HWW's main office to be valid. HWW retains title to materials until final payment is made.

Possession may be given before full payment, but to protect HWW against default or legal actions against the customer, the following apply:

- (A) Title and possession rights remain with HWW until full payment is made.
- (B) No part of the material shall be considered a fixture or incorporated into real estate, and any part may be removed for repossession in case of default.
- (C) HWW may elect to file a mechanic's lien against the property where the material is situated.
- (D) Orders, quotations, and contracts are accepted with the express understanding that a "no lien agreement" has not been filed.

CUSTOMER-SPECIFIED or NON-STANDARD EQUIPMENT DISCLAIMER

HWW shall not be liable for the operation, performance, efficacy, safety, or structural integrity of any equipment, components, or designs that are (a) specified, provided, or approved by the Customer, or (b) outside of HWW's standard cataloged equipment. Where such equipment or designs are supplied or specified by the Customer for manufacture by HWW or its suppliers, the Customer assumes full and exclusive responsibility for their suitability, functionality, compliance with applicable laws and standards, and safe operation.

HWW makes no representations or warranties, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, with respect to any Customer-specified or non-standard equipment. The Customer agrees to indemnify, defend, and hold harmless HWW, its affiliates, officers, employees, and suppliers from and against any and all



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claims, losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or related to the manufacture, use, or performance of such equipment.

PROMISE OF DELIVERY

All delivery dates or schedules provided by HWW are good-faith estimates based on information available at the time of order confirmation. HWW shall use commercially reasonable efforts to fulfill orders and deliver products in accordance with the estimated delivery timelines.

Notwithstanding the foregoing, all delivery dates are estimates only and are not guaranteed. Delivery may be delayed due to circumstances beyond HWW's reasonable control, including but not limited to production delays, supplier or transportation disruptions, material shortages, labor disputes, accidents, fires, natural disasters, acts of God, government actions or regulations, mandatory priorities, public health emergencies, or any other force majeure events.

HWW shall not be liable for any direct, indirect, incidental, special, or consequential losses or damages, including but not limited to lost profits, loss of business, or loss of use, arising out of or resulting from any delay or failure in delivery, regardless of the cause.

By placing an order with HWW, the customer expressly acknowledges and agrees that all delivery dates are approximate and non-binding, and that acceptance of this clause is a condition precedent to the formation of any contract between HWW and the customer.

QUOTATIONS

Prices are valid for no more than ten (10) days and apply to the listed quantities unless otherwise stated.

COMPLIANCE WITH LOCAL LAWS

Customers shall use products in compliance with all applicable federal, state, and Boone County laws, including safety and environmental regulations.



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CUSTOMER-ARRANGED FREIGHT

When customers arrange freight, shipment is considered complete once the customer has been notified. Freight is FOB HWW or the supplier's facility. Claims for shortages or damages are the responsibility of the freight company.

SAFETY DEVICES

HWW supplies only the safety devices specified in customer purchase orders. Additional safety measures required by law or desired by the customer must be furnished by the customer or, if requested, by HWW at an additional cost.

USER TRAINING

The customer assumes full responsibility for training employees, contractors, agents, and end users in the safe operation of HWW-manufactured equipment. HWW does not provide safety training, operational training, or advice on best practices. The customer releases, indemnifies, and holds HWW harmless from any claims related to equipment safety.

INDEMNITY

The customer agrees to defend, indemnify, and hold HWW harmless from any liability arising from injuries, damages, or losses related to the operation of HWW-manufactured equipment. This includes claims based on HWW's alleged negligence or design/manufacturing defects. Including misuse any alterations, improper installation of products by customer or third party

SAFETY WARNING LABELS

HWW affixes warning labels to shop-assembled equipment. Additional labels are available upon request. The customer is responsible for any additional safety signage required for its employees or usage.



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INTELLECTUAL PROPERTY

All content, patents, trademarks, logos, design, and engineering provided on any correspondence concerning a quotation and order including but not limited to products, equipment, equipment design, and layouts are the intellectual property of HWW. We retain all rights, title, and interest in our intellectual property, and no ownership is transferred to you under these terms. You are granted a limited, non-exclusive, non-transferable license to use our intellectual property solely for your use. You may not reproduce, distribute, modify, create derivative works of, or reverse-engineer any of our intellectual property without prior written consent from HWW. We reserve the right to terminate access to our service and pursue legal action for any unauthorized use of our intellectual property. These terms are governed by the laws of Missouri and any disputes related to intellectual property will be resolved under that jurisdiction.

CONFIDENTIALITY AND NON DISCLOSURE

All information provided by HWW through our service, including but not limited to business practices, pricing, customer data, or proprietary materials collectively, is confidential. You agree to:

- (a) use Confidential Information only for the purpose of engaging with our service;
- (b) not disclose, share, or reproduce it to any third party without our prior written consent; and take reasonable steps to protect it from unauthorized access or use.

This obligation remains in effect during and after your use of our service. If you breach this clause, we reserve the right to terminate your access and seek legal remedies, including damages."

CANCELLATION

Orders are non-cancelable, except under terms that indemnify HWW against loss. The cancellation fee is 50% of the order price, plus charges for work performed before written cancellation. As each order is custom-made, the down payment is non-refundable.



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CLAIMS

All prices are F.O.B. Columbia, Missouri, unless otherwise stated. HWW's responsibility ceases upon delivery to the transportation company. Claims for shortages or damage must be documented with the transportation agent before signing. Claims for errors or shortages before shipment must be reported immediately.

RETURNS AND REFUNDS

No returns are accepted without written authorization. Special charges may apply for services, markings, packaging, or other requirements. Refunded items must be returned original unused condition. Returned freight prepaid subject to inspection and issued as credit only. Credits are non-transferable and expire after 90 days.

MINIMUM CHARGE

The minimum charge for any invoice is \$100.00 net, plus applicable shipping costs.

SPECIAL TAXES

All prices are F.O.B. factory or warehouse, unless otherwise agreed upon in writing. Prices do not include any federal, state, or local taxes, duties, or fees. These are the responsibility of the customer unless a valid tax exemption certificate is provided prior to the time of sale. applicable federal, state, or city taxes will be added to the invoice.

PAINTING

HWW applies one coat of standard shop paint to all accessible unfinished surfaces before shipment, excluding machine-finished surfaces. HWW offers Powder Coating, and Hot Dipped Galvanizing at an additional cost

ENTIRE AGREEMENT



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These Terms and Conditions constitute the entire agreement between HWW and the customer. They supersede all prior communications, whether written or oral. No changes shall be effective unless made in writing and signed by both parties