



## Terms and Conditions of Purchase

### 1) Parties

In this document, the term **'Seller'** shall denote McGill Hose & Coupling Inc. (MHC) and the term **'Buyer'** shall mean the entity or organization accepting the terms found within this contract. The term **Buyer** shall also denote the designated party whose name appears in the "Sold to" or "Bill to" section on the Seller's Quote.

### 2) Terms of Sale and Acceptance

The Terms and Conditions provided within this document shall govern the sale of all Products and Services provided by McGill Hose & Coupling Inc. Offers may be accepted by the Buyer via written notice, email, electronic communication, or verbally. Any orders placed by the Buyer to the Seller shall denote acceptance of the following terms and conditions. Once a Purchase Order (PO) is accepted, the terms of this document become a binding agreement between the Buyer and the Seller. The Seller's acceptance of an offer from the Buyer shall supersede any terms and conditions of the Buyer, unless otherwise stated on the Purchase Order. Any terms specifically applied to a Purchase Order will not become default terms for that Buyer's future orders.

### 3) Payment and Credit Terms

Payment terms provided by McGill Hose & Coupling Inc. shall be the best terms available to the Buyer at that time. Payments accepted by MHC include cash, checks, money orders, official checks, ACH or wire transfers, and credit cards. Checks and payments must be sent to the main office location of McGill Hose & Coupling Inc. (PO Box address as provided by the Seller). If the Buyer fails to pay MHC within the agreed terms, MHC may hold future or open orders until sufficient action has been taken, demand down payments, or payments in full.

### 4) Sales Tax

All customers are responsible for the payment of state and local taxes on all applicable orders. If exempt, the Buyer must provide a valid sales tax exemption certificate prior to purchase.

### 5) Orders, Returns and Cancellations

Quotes provided to the Buyer may need to be updated to show the available stock quantities and prices associated with each item. Price changes by the Seller may be higher or lower than originally quoted. If the Buyer requires changes to an order accepted by the Seller, the Buyer must submit a Change of Order Request to the Seller, and acceptance of such changes shall be at the Seller's sole discretion. Products may only be returned with the Seller's prior written approval via a Return Merchandise Authorization (RMA). Returns must be sent via pre-paid freight directly to one of MHC's warehouse locations, where the product will be subject to inspection. All returns are subject to a restocking fee. The Buyer must notify the Seller in the event of an order cancellation. No orders will be cancelled without the Seller's approval. Cancellation requests must be submitted in writing or via email. Any costs incurred by the Seller prior to cancellation will be charged to the Buyer at the Seller's discretion.

### 6) Shipping and Delivery

All shipments, unless otherwise stated, are FOB and apply to this order. Other terms and conditions may apply for shipments that are not standard ground delivery. The risk of loss or damage to goods will pass from the Seller to the Buyer upon transfer to a shipping carrier. The Seller will not be responsible for any delays or damages incurred during the shipping process to the Buyer. Shipment dates outlined within the quote, or any other contract, are approximate only and do not guarantee shipment or delivery on a specific date.

### 7) Warranty and Dispute Resolution

McGill Hose & Coupling Inc. warrants that all products manufactured and assembled shall adhere to the specifications and requirements set forth in the Purchase Order and shall be free of defects or errors. MHC is not directly responsible for products manufactured by other third-party organizations or affiliates. The Seller makes no warranties with respect to

those products. It is the Buyer's responsibility to file warranty claims with those respective organizations; however, the Seller will assist the Buyer throughout this process by facilitating the transfer of product ownership and warranty, as well as providing basic assistance.

### 8) Inspections

The Buyer has five (5) days from the date of receipt of goods to inspect the ordered products to ensure they adhere to the quality standards set forth in the Purchase Order. The Buyer may reject goods if they are nonconforming. Claims made by the Buyer after the fifth day following receipt of goods shall be waived.

### 9) Limitations

The above warranty contains the sole and exclusive warranty concerning products sold. McGill Hose & Coupling Inc. does not make any other warranties, whether expressed or implied. If MHC determines that a product does not comply with the above warranty, the customer's sole remedy and MHC's sole liability relating to such products shall be limited to replacement of the products sold or a refund of the purchase price paid, at MHC's discretion. McGill Hose & Coupling Inc. shall not be liable to the customer or any third party for any incidental, consequential, or special damages of any kind, including, without limitation, damages for lost profits.

### 10) Force Majeure

MHC shall not be liable for delays or failures to perform its obligations due to causes beyond its reasonable control, including but not limited to: accidents, acts of God, war, riot, fire, labor disputes or strikes, unavailability of materials or components, acts, laws or regulations, breakdowns or accidents, transportation delays, plant shutdowns, or other unforeseen circumstances beyond MHC's control.

### 11) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Massachusetts, without regard to its conflict of law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the federal or state courts located in Massachusetts, and the parties hereby consent to the personal jurisdiction and venue of such courts.

### 12) Confidentiality

For the purposes of this Agreement, "Confidential Information" shall mean any non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"). The Receiving Party agrees to maintain the confidentiality of all Confidential Information disclosed to it by the Disclosing Party and to use such Confidential Information solely for the purposes of fulfilling its obligations under this Agreement. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except to the extent necessary to comply with applicable laws or regulations or to enforce its rights under this Agreement. Unauthorized use or disclosure of Confidential Information may be a breach of civil or criminal law.

### 13) Entire Agreement

This Terms of Sale Agreement, together with any exhibits, schedules, attachments, and amendments hereto, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties relating to such subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.