

1.0.3 Terms

Jan. 2018

LIMITED WARRANTY: The Seller Warrants to the Buyer all products manufactured by the Seller to be free from defects in material and workmanship under normal use and service. The Seller's obligation under this warranty is limited to repair or replacing at its factory any parts which shall, within twelve months, or as noted in Price Sheets, be returned to the Seller with transportation charges prepaid and which after examination, shall disclose to its satisfaction to be defective. Said warranty shall not apply to such products which shall have been installed, altered, or repaired by any person not expressly authorized in writing for such purpose by the Seller, or subjected to misuse, negligence or accident. The aforesaid warranty is made expressly in lieu of other warranties, expressed or implied, and in lieu of any other obligations or liabilities on the part of the Seller, and the Seller neither assumes nor authorizes any person to assume for it any other liability or obligations in connection with the sale of such products to the Buyer.

THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NOR IS THERE ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY STATED ABOVE. SELLER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, NOR FOR CLAIMS OF ANY THIRD PARTY AGAINST THE BUYER.

Horton will honor their published warranty on a no charge basis. The parts will either be replaced or repaired at our option. F.O.B. warranty center. Labor incurred for the parts replacement by the Distributor or Dealer is his expense. Warranty items must be returned within 30 days to insure full credit.

MODIFICATIONS: The foregoing terms and conditions may not be modified or waived except in writing signed by the Seller.

RETURNS: No products may be returned for credit or exchange without the Seller's prior written approval. Transportation charges on returned products must be prepaid.

ACCEPTANCE: All orders are subject to acceptance by Horton Automatics, Corpus Christi, Texas.

ORDERING INFORMATION: Place order via internet or on buyers purchase order accompanied with Horton Data Entry Sheets for each specific product. A sketch or drawing can be helpful to eliminate ordering errors. A minimum of \$100.00 Net is required. Acknowledgements must be reviewed by buyer and corrected within 24 hours or before order is shipped, which ever comes first. Verbal orders will not be accepted.

TAXES: We do not include any tax as part of our price unless it is required. If it is required by law, the tax will be passed to the purchaser.

PRICES: Seller's regular prices in effect at time of shipment shall be applicable. Seller's prices as shown are for prompt acceptance and are subject to change without notice. These price sheets take precedence over prices that may be shown in other sheets such as Maintenance Bulletin.

DELIVERIES: Unless otherwise quoted or arranged with Horton, all shipments are F.O.B. Seller's point of manufacture. All freight costs and risk of loss in transit are borne by Buyer. Seller makes no representation or commitment as to the time deliveries and/or installation can be made against this order. Times shown are a guideline only.

DAMAGED FREIGHT CLAIMS: Damaged freight on Collect Freight Shipments is the responsibility of the distributor receiving the freight. Follow the guidelines provided by your freight carrier. Damaged freight on shipments arranged and prepaid by Horton Automatics must be indicated on bill of lading at the time the freight is received at the delivery point by the freight company and reported to Aries Worldwide Logistics and Horton Automatics Customer Care Department. Concealed damage must be reported to Aries Worldwide Logistics and Horton Automatics Customer Care Department within 7 days or the claim can not be accepted.

PAYMENT: Except as otherwise noted, *terms of payment are cash with order or sight draft with bill of lading attached. Buyer agrees to pay sight draft within (5) days after date of shipment F.O.B., Seller's point of manufacture. *SUBJECT TO CREDIT APPROVAL, THE FOLLOWING TERMS WILL APPLY: 2% 20 days, Net 40. Interest at legal maximum rate will be charged on past due balances.

FORCE MAJEURE: Seller is not responsible for any failure or delay in performance caused by strikes, riots, war, governmental restrictions and regulations, acts of God, or any delay beyond reasonable control of Seller.

ASSIGNMENT: Seller may assign, subcontract and/or sublet any or all of this agreement to Seller's subsidiaries, and/or divisions and to Seller's authorized distributors or agents for the purpose of supplying material and/or in conjunction with performance as required on reverse side. (This notation will appear on the reverse side of quotations from Seller.)



1.0.4 Terms

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NATIONAL ACCOUNT PROGRAM: Horton Automatics invites participation in this program. It is designed to focus the resources of both Horton Automatics and their distributor network on the promotion, sale, installation and service of our products to large regional and national customers. We accomplish this by organizing our efforts to create sales in behalf of Horton Automatics and our distributors. This will allow the Horton distributor to compete effectively within our industry. Horton Automatics urges each and every distributor to follow their normal procedures, in order to protect their business interests in dealing with anyone under this program.

RESTOCK FEE: Upon receipt of approval from Horton, merchandise can be returned. A fee of a minimum 50% of the original sale price will be charged, provided the merchandise is received in a resalable condition. If work by Horton is required to bring the merchandise to a readily resalable condition, additional fees will be assessed.

CHANGE IN ORDER: Errors in ordering are the customer's responsibility. If the goods have been placed into production they may be charged for the amount of cost we have incurred.

CANCELLATIONS: Are not allowed unless it is canceled without loss to us.

BACK CHARGE: Our prices include no allowance for warranty labor. Defective parts replacement labor cost is the customer's expense.

Horton's liability is to repair or replace factory defects only, F.O.B. Corpus Christi, Texas. Should any material be damaged in shipment, claims must be filed immediately with the delivering carrier. We will be glad to furnish copies of shipping papers required and otherwise assist in making claims.

FREIGHT CLASSIFICATION:

<u>ITEM</u>	<u>BILL OF LADING DESCRIPTION</u>	
Frames:	Linear Shapes	13515 Class FAK 70
Door Panels:	Doors	34360 Class FAK 70
Header - Automatic:	Automatic Door Units - Machines	13330 Class FAK 70
Header - Manual:	Manual Header	13515 Class FAK 70
Accessories:	Door Accessories	34280 Class FAK 70

Shipped LTL - Best Way or as specified by purchaser - F.O.B. Corpus Christi, Texas or as noted.

DELIVERY:

Delivery times are ESTIMATED, based on release for fabrication with receipt of the following:

- ❖ PURCHASE ORDER - Required
- ❖ Horton DATA ENTRY SHEET - Required

Please refer to Horton Connect for current production lead times or consult factory.