



“IT’S IN THE NAME”

RELIABILITY

ORGANIZATION

SAFTEY

SATISFACTION

Terms & Conditions

1. Acceptance of Terms

1.1. These Terms and Conditions ("Terms") govern the sale of products ("Products") by Ross HX LLC ("Ross HX", "Company", "we", "us", or "our"). By placing an order with Ross HX, you agree to be bound by these Terms.

2. Orders

2.1. All orders are subject to acceptance by Ross HX.

2.2. Ross HX reserves the right to refuse any order or to cancel any order already placed without providing reasons.

3. Pricing

3.1. Prices are as specified by Ross HX and are subject to change without notice.

3.2. Prices do not include shipping, handling, taxes, or any other applicable charges, unless otherwise stated.

4. Payment

4.1. Payment terms are as specified on the invoice.

4.2. Payment is due upon placing the order, unless credit terms have been agreed upon in writing by both parties.

4.3. Failure to pay within the specified timeframe may result in late fees or cancellation of the order.

5. Shipping and Delivery

5.1. Shipping and delivery dates are estimates only and are not guaranteed.

5.2. Ross HX will not be liable for any delays in shipping or delivery.

5.3. Risk of loss or damage to the Products passes to the buyer upon delivery to the carrier.

6. Warranty

6.1. Ross HX warrants that the Products will be free from defects in materials and workmanship under normal use for a period of 12 months from the date of delivery as industry standard.

6.2. Ross HX's sole obligation under this warranty shall be, at its option, to repair or replace any defective Products or refund the purchase price.

6.3. This warranty does not cover damage caused by misuse, abuse, neglect, accident, or improper installation or maintenance. Warranty on materials and installation is valid under normal operating conditions. These conditions must be within the Operating temperature and pressures as designed by the OEM.



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7. Limitation of Liability

7.1. Ross HX shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the sale or use of the Products.

7.2. Ross HX's total liability shall not exceed the purchase price paid for the Products.

8. Governing Law

8.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Ohio, Texas, Iowa, & Nevada.

8.2. Any disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Ohio, Texas, Iowa, & Nevada.

9. Miscellaneous

9.1. These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral.

9.2. No modification of these Terms and Conditions shall be binding unless in writing and signed by both parties.

9.3. If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

By placing an order with Ross HX, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.