

## **Ross HX Terms and Conditions of Sale**

*All terms and conditions of sale are set forward as provided below, unless Ross HX has negotiated a different set of terms upon which this agreement must clearly identify the change and be signed by both parties. Our products and services are priced with the understanding that these Terms will apply to the sale. These Terms can only be modified in a writing signed by a Ross HX authorized representative.*

**1. PRICES AND PAYMENT:** *Unless otherwise specified in writing, all prices are firm for thirty (30) days from the date of offer. Any amount not paid within the terms stated in the quote and set forth in the invoice will result in additional 7% compounding interest per month. Credit terms may be suspended due to breach of contractual agreement.*

**2. SHIPPING, DELIVERY, AND INSTALLATION:** *Ross HX does not include shipping on the Quote unless otherwise specified in writing and agreed upon by both parties. Insurance, packing, unloading, and handling are not included unless otherwise noted. Unless otherwise agreed in writing, all installation will be Buyer's responsibility at its own expense. Due to shipping challenges, dates for the delivery of services or goods are approximate and subject to change without notice.*

**3. CANCELLATIONS AND CHANGES:** *Orders which have been accepted by Ross HX are not subject to cancellation or change except with our prior written agreement. Custom manufactured goods must be paid for in full even if the order is cancelled.*

### **4. WARRANTY:**

- New Equipment and Parts. *We warrant to you that our new equipment and parts will be free from material defects in materials and workmanship for the duration of the Warranty Period.*
- Service. *We warrant to you that the service we provide will be performed in a good and workmanlike manner for the duration of the Warranty Period.*
- Warranty Period.
  - *New Equipment - Warranty Period is (1) year from the date of shipment.*
  - *Service and Parts - Warranty Period is (90) days from the date the service or parts are provided to you.*
  - *All warranty service is subject to Ross HX prior examination and approval and will be performed by Ross HX at one of our facilities or at the jobsite. All warranties are non-transferable.*

**5. OWNERSHIP:** *All drawings, designs and specifications provided by Ross HX are solely Ross HX property. They are provided to you on the condition that they shall not be reproduced or copied in any manner. They shall not be transferred to others for any purpose not specifically authorized in a writing signed by Ross HX.*