

HYTEC EQUIPMENT COMPANY, LLC  
STANDARD TERMS AND CONDITIONS

1. **TERMS AND CONDITIONS:** By acceptance of this quotation, delivery ticket, receipt of products, verbal order, email approval or any other type of approval to proceed with an order including acceptance through issuing a purchase order, Buyer acknowledges and expressly agrees that they agree to the following terms and conditions.
2. Hytec Terms and Conditions which are accessible at <http://www.hytecequipment.com/Terms> and Conditions (Hytec Terms") are expressly agreed to by buyer. Buyer has read Terms and expressly agrees to be bound by the Hytec Terms in its entirety;
3. Hytec Terms apply to all products and services provided or to be performed hereunder. Hytec's terms supersede any terms and conditions contained in the Buyer's purchase order;
4. Buyer does not object to or take exception with the Hytec terms, whether in whole or in part, and waives any rights to raise such objections or exceptions;
5. No modification or amendment by the buyer to the Hytec terms or the quotation shall be of any force or effect unless in writing and executed by Hytec
6. Hytec Terms may be updated or otherwise modified periodically by Hytec Equipment Company LLC.
7. Definition - For the purposes hereof, this quotation, sales order, delivery ticket or invoice are all referred to as the Order. The company Hytec named on the document shall be referred to as the seller and the customer named on the document shall be referred to as the buyer. All goods, and services without limitation shall be referred to as Products & Services.
8. Acceptance - All products, materials, and services are sold in accordance with these standard terms and conditions. Acceptance by buyer via phone call, text, email, purchase order or other communications without limitation is considered expressed acceptance by buyer of these terms and conditions. It is preferred a formal document is forwarded to seller before action is taken but not mandatory.
9. Payment terms - Equipment manufactured by seller requires a down payment at time of order. Remaining balance is due 30 days after shipping date unless prior arrangements have been made. All other items purchased are Net 30 days from the date on the Invoice. A late payment charge of 18% per annum may be charged on any past due balance. Seller reserves the right to confiscate any materials not paid within a reasonable time.
10. Warranty - Subject to Limitations Hytec warrants products manufactured by Hytec to be free from defects in workmanship or material for a period of 6 months from shipping date. At Hytec's sole discretion, it will repair or replace any defective material or workmanship not including freight costs to and from. Hytec does not warranty any product not manufactured by Hytec any of these products would be warranted under OEM's warranty terms and conditions if applicable. All used or repaired equipment sold by Hytec is purchased in AS IS condition and buyer accepts full responsibility and acceptance for equipment.
11. Termination - No order shall be terminated, returned, replaced or altered without prior written consent of seller. Freight charges are at the expense of the buyer and are not refundable. Returns and claims for damage or unusable products are to be reported within fourteen (14) days of Invoice date.
12. Delivery - Hytec's responsibility ceases once equipment and/or products is loaded on or picked up by a third party transportation or freight company from Hytec facility. Hytec is not responsible for loss or damage of material after it leaves Hytec's location.
13. Governing Law - These terms and conditions shall be governed by Federal US and or Colorado state laws and courts.
14. Independent Contractor - Hytec is an independent contractor and not a subcontractor or employee of the buyer.
15. Consequential Damages - Under no circumstance or event shall seller be liable to buyer for resulting delivery dates, punitive, indirect, incidental or consequential damages resulting from order or use of material purchased. Buyer agrees to hold seller harmless.
16. Confidentiality - All commercial, pricing, drawings and technical information supplied by seller shall be kept confidential by buyer.
17. Liability Disclaimer - Notwithstanding anything herein or otherwise to the contrary, express or implied, Seller's liability for any claim or action of any kind arising out of, in connection with or resulting from the manufacture, sale, delivery, resale, use or repair of goods or work furnished by Seller shall not exceed Seller's price for the good, component part thereof or work which gives rise to such claim or action; and, Seller shall in no event be liable for special, indirect, punitive, incidental or consequential damages or contingent liabilities arising out of any order covered hereby or the failure of any goods to operate properly, including any damages occasioned by delay, lost business opportunity or lost profits or otherwise. Buyer assumes all liability for any loss, damage or injury to persons or property arising out of, connected with or resulting from the possession, use or application of such goods, either alone or in combination with other goods
18. Insurance - Buyer shall maintain insurance for transportation of products, in case of rental of equipment from seller then buyer shall have adequate insurance to cover replacement cost of rental equipment.
19. Force Majeure - Hytec will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control; acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.
20. Taxes and Freight - The buyer agrees to pay amounts equal to any tax resulting from this agreement or purchase from seller. The buyer bears any personal property tax levied on products.
21. Intellectual property - Products manufactured or assembled by Hytec are subject to intellectual property rights to the full extent of the law including but not limited to rights in associated goodwill and all copyrights, patents, trademarks, trade secrets, and other intellectual property.
22. Attorney's fees - In the event any action is brought to enforce this agreement the prevailing party shall be entitled to recover its costs of enforcement including without limitation attorney's fees and court costs.
23. Entire Agreement - Hytec documents and terms constitute the entire Contract between the parties relating to the subject hereof.