

PHP TERMS AND CONDITIONS

1. Acceptance.

No order shall be binding upon us until accepted in writing by an authorized official at our Home Office. Any contract for sale of goods, and these Terms and Conditions of Sale, shall be governed by and constructed in accordance with the Uniform Commercial Code as adopted in the State of Texas.

2. Freight.

All prices are F.O.B. our dock or point of shipment, or as otherwise stated. Air freight shipments will be made upon request, and will be sent F.O.B. shipping point, FREIGHT COLLECT ONLY.

3. Catalog Weight, Dimensions and Design Loads.

Catalog weights and dimensions are careful estimates but not guaranteed. Load designs are based on tests as submitted or by calculations of static load applications. In most cases, the load is stated with applicable factor of safety.

4. Errors.

Should an error be made filing an order, notify us promptly and we will immediately attempt to adjust the matter without expense to purchaser.

5. Cancellations.

Cancellation of orders will be accepted only with the understanding that we will be reimbursed for expenses incurred as a result of the cancellation. Order for special or non-cataloged items are not subject to cancellation after production is started under any circumstances.

6. Returned Material.

Permission to return any standard merchandise must be obtained in writing from our home office in Houston, Texas. Return of merchandise must be made within 90 days from the date of shipment and subject to the following conditions: A) Return transportation must be prepaid; B) Material not in first class, salable condition will be subject to the costs of reconditioning; C) Merchandise credit will be allowed on minimum handling charge of 25% for merchandise in standard packages, 30% for merchandise in less than standard packages, and less any outbound freight allowed or paid by us. Returns will only be considered for standard catalog items, and in normal quantities as determined by the Company. Any special or non-cataloged items are not subject to return for credit under any circumstances.

7. Delivery.

The estimated shipping date is based on production time required to process the order commencing with the date the order is received by us. It is necessary to revise the design, specification or conditions of sale, the shipping date shall be automatically extended by the period of time required to actually achieve mutually agreed upon corrections or adjustments of the design, specification or conditions of sale.

8. Damage or Loss in Transit.

Delivery of goods to a carrier at our plant or other shipping point shall constitute delivery to purchaser regardless of freight payment. All risk of loss or damage in transit shall pass to purchaser at that time. Purchaser shall make claims for loss or damage to goods in transit against the carrier. We will assist purchaser in securing satisfactory adjustment of such claims, however; if material is delivered short, damaged or missing pieces due to carrier mishandling, receiver must make a note on the delivery receipt in order to receive replacement material.

9. Warranties.

We guarantee to repair or replace at our option any products we find in our sole discretion to be structurally defective in material or workmanship for a period of five (5) years from date of delivery to purchaser. Such warranty specifically excludes repair of non-structural rust damage to products. Our obligation with respect to material found by us to be defective shall be limited to replacement or repair and in no event shall we be liable for transportation to or from our factory, installation, adjustments or any expenses or damages arising in connection with such material. PHP Systems & Design i.e. Portable Pipe Hangers accepts no liability for products not designed and laid out by PHP or for any alteration or modification to the system not authorized by PHP. No warranty expressed or implied shall cover defects caused by outside contractors/installers of the PHP System.

10. Limitations of Liabilities.

- a) Except as specifically provided in this agreement, we make no warranties, express or implied, and specifically disclaim any warranty of merchantability or fitness for a particular purpose. Purchaser's right to recover damages for any reason whatsoever shall be limited to the total of amounts paid by purchaser for purchaser of product hereunder.
- b) Neither we nor our affiliated parties shall be liable for any indirect, incidental or consequential damages, foreseen or unforeseen, including lost profits, sustained in connection with the use of products provided under this agreement, regardless of the form of action, whether in contract or in tort, including negligence, strict liability or otherwise.
- c) Any action against us must be brought within 30 days after the cause of action accrues. We shall not be liable for any delay, loss, damage or product failure attributable to any equipment or actions of any person other than ourselves, our employees and agents.

11. Claims.

Claims for defective material, shortages, delays, failures in shipment or delivery for any other cause shall be deemed waived and released by purchaser unless made **IN WRITING WITHIN 30 DAYS AFTER ARRIVAL OF MATERIAL**. If material is delivered short, damaged or missing pieces due to carrier mishandling, receiver must make note on the delivery receipt in order to receive replacement material. Under no circumstances shall purchaser install damaged or defective material if claims are to be made.

12. Liability for Misuse.

We shall not be liable for damages to property or persons due to improper installation of our material or through attempts to utilize the material under conditions which exceed the designed capabilities. Purchaser agrees to indemnify and hold us harmless from any and all claims, liabilities, damages, costs and expenses asserted against us or incurred by us because of injuries to persons or damages to property resulting from the improper installation or misuse of material.