

### **HDI Terms and Conditions**

Additional terms may be included in your distributor agreement. Where the two disagree, the distributor agreement shall prevail as to that clause.

### **Published Price List**

Specifications are accurate at the time of publication; HDI reserves the right to change Specifications without notice. Prices are ex-works (EXW) and possession of this price list does not constitute an offer to sell.

### **Freight Policy**

Orders are shipped from either the HDI factory or from one of its distribution outlets. The EXW distribution point will be identified in our pro-forma invoice. EXW point may vary with quantity; please enquire.

### **Orders**

Orders are binding upon HDI only upon acceptance by the executive office of HDI. Orders accepted by HDI shall be subject to the Terms and Conditions set forth in its Proforma Invoice, notwithstanding any variance in terms and conditions set forth in the buyer's order forms. Orders are subject to limit or withdrawal of credit at any time.

### **Payment Terms**

Payment terms are "prepayment with order" unless otherwise pre-approved in writing, in advance, by HDI.

### **Title of Goods**

Title of goods shall not pass to buyer until all moneys owing to Seller by Buyer on any account are paid in full.

### **Specification Changes**

The right to affect, change, or discontinue models at any time without prior notice remains the right of HDI. This right to change applies to catalogue contents, price lists, fabric or finishes as well as details and dimensions.

### **Change Orders**

Our order acknowledgment via the Proforma Invoice is final and binding

and any subsequent change is subject to our ability to secure materials and labour. We reserve the right to increase our acknowledged price if such a change warrants any extra charge.

### **Packaging**

All products are packaged one unit per cardboard container. Packaging charges for the cardboard container are included in our list prices.

### **Cancellations**

The cancellation of orders before production has begun is governed by our ability to conform, and a service fee may be imposed at our discretion. Once production has begun neither standard nor customised orders are subject to change or cancellation.

### **Returns**

Merchandise may not be returned without our prior written consent. If returned within 30 days and by agreement, a restocking and repacking charge will be charged in addition to any expense for reconditioning that may be necessary. Return transportation must be prepaid, packed in the original packaging.

### **Shipping**

All prices are quoted on EXW basis unless otherwise stated and buyers are responsible for the cost and administration of transiting the product to their premises. HDI is not responsible for delay, failure to deliver due to strikes, lockouts, fires, floods, storms, acts of God or other causes beyond our control.

### **Shipment Claims**

Damage claims must be filed with the carrier by the buyer. The legal responsibility of HDI ceases when the shipment is turned over to a common carrier. The buyer has the sole obligation of seeking recourse against the carrier. Inspect shipment thoroughly prior to signing the bill of lading. Keep packaging materials for inspection by the carrier in the event of

a damage claim. Claims must be filed within 14 days of receipt of shipment.

### **Storage**

Orders will ship in accordance with our acknowledged shipping dates. If buyers cannot accept delivery on this date, HDI reserves the right to arrange storage at the customer's risk and expense and to invoice the merchandise when it is placed in storage.

### **Defects and Shortages**

All claims must be reported in the first thirty (30) days after delivery of goods. HDI assumes no responsibility for misuse or abuse.

### **Warranty**

HDI warrants the construction and components of its products for normal and reasonable use from the date of purchase/lease by the end user. This warranty does not apply to defects resulting from negligence, damage from sharp objects, lack of proper care and maintenance or storage in extreme environments. All decisions of workmanship, failure, misuse and abuse remain with HDI. This is a product warranty only and does not cover the cost of labour or shipping to and from our factory. Items may only be returned with prepaid shipping with the written prior consent of HDI. No warranties other than those contained herein shall be applied. Some products may be manufactured by a third party. These products are warranted by the respective manufacturer. Enquire for details.