

Payment Terms

2% 15 Net 30 Days for accounts in good standing. Texcel may require full or partial payment in advance if, by its judgment, the financial condition of the customer does not justify the terms specified. Prompt payment discounts taken outside of terms will be invoiced and are the responsibility of the customer to remit. A charge of 1.5% per month (or at the highest rate permitted by law) shall be payable on overdue accounts. Texcel reserves the right to charge a handling and processing fee for any transaction. Credit balances will be applied to future purchases only and must be claimed within one year of creation or be forfeited. Texcel accepts Visa, Mastercard, and American Express.

Freight Policy

All shipments are made FOB Texcel or point of manufacture. \$4,000 net order value qualifies the shipment for prepaid freight, if shipping from a single warehouse and shipping to a single location in the continental 48 states. Backorders stand on their own for prepaid freight allowances. Standard packaging included, with the exception of crating which is an additional charge. Certain products, including but not limited to overlength and oversize items, are not suitable to ship long distances, and therefore the company reserves the right to deny the prepaid shipment of such products at its discretion. Texcel reserves the right to determine the most economical shipping method on prepaid shipments. A fee will be included on all prepaid and add shipments.

Prices/Minimum Order Value

All prices are subject to change without prior notice. Possession of a price list or quotation does not constitute acceptance of order. A minimum order charge of \$200, excluding freight, applies to all orders. Hydraulic fitting orders do not need to meet the minimum order limit. All Credit Card orders, unless qualifying for prepaid freight, will be shipped freight collect.

“No Hassles” Returned Goods Policy

Texcel commits that the quality of our hose, sheet rubber, and all other products will be to your satisfaction. We back our commitment with fair and simple returned goods policies, as follows:

- 1. Ordering Errors.** Even under the best of circumstances, errors occur in the process of understanding customer specifications. Should you find that you have ordered incorrectly, we will make every effort to accommodate your return request. Please note that we cannot provide credit for hose assemblies, cut-to-length hoses, or partial rolls/lengths. Please contact us at (800) 231-7116 or at sales@texcelrubber.com to advise. Standard 15% restocking and all other associated charges apply.
- 2. Slow-Moving Inventory Returns.** Non-moving inventories accomplish nothing. Texcel will accommodate your needs to return full rolls or lengths that are in sellable condition. We will waive industry standard restocking charges (15%) provided your return is offset with an order for fresh stock, for items of equal or greater value. Return freight charges are at your expense. Please coordinate inventory return needs with our sales department at (800) 231-7116 or at sales@texcelrubber.com.
- 3. Assembled or Cut-to-length Hoses.** Texcel will supply most hose coupled or cut-to-length. All orders for cut and coupled hose are non-cancelable and non-returnable. 100% Same-Day Shipping policy does not apply to any coupled hose, truckload orders, or cut-to-length hose orders. Please contact us at (800) 231-7116 for approximate shipping dates and times.
- 4. Special Product Requests.** Made-to-order or special-made products, which include but are not limited to, off-catalog items, specific widths, lengths, or ID's, mil spec product, or private-labeled product, are non-cancelable and non-returnable and require a firm Purchase Order. Any product in production, in transit, or in Texcel's possession will become the property and financial responsibility of the customer.

No Reliance

Customer acknowledges the use of its own knowledge, expertise, skill, experience, and judgment in the selection of product(s) and/or in the selection, provision, or designation of any specifications or set of specifications for a product(s) agreed upon by the customer and Texcel. Customer acknowledges that Texcel shall not be liable for, and customer assumes all risk of, inaccurate or unsuitable specifications or information provided, selected, or designated by the customer.

Concealed Damage

All shipments should be carefully inspected when received and any claims made in writing to the carrier in a timely manner. Once a shipment is accepted and signed for free and clear we can no longer process freight claims. Freight bill recipients are responsible for initiating any freight claims.

Warranties

Goods furnished under this agreement shall conform to the description herein. All first quality goods are warranted to be free from defects in material or workmanship at the time of shipment. The warranties set forth in this provision are exclusive and in lieu of all other warranties expressed or implied, including warranties arising from the course of dealing or usage of trade. Texcel makes no warranty, expressed or implied, of merchantability or fitness for any particular purpose. In no circumstances will Texcel's liability exceed the purchase price of the goods.

Material Returns

Customer must obtain written permission from Texcel before any product is returned. If product is returned without written permission, the customer authorizes Texcel, in addition to such other remedies as it may have, to hold the returned goods at the customer's sole risk and expense. Returns will not be accepted on any product that has been subject to abuse, negligence, accident or misapplication; or any product altered or repaired by customer or others.

General

No employee or agent of Texcel has the authority to make any representation, agreement, amendment, or promise which enlarges or varies the stated conditions contained herein, except in writing and signed by an officer of Texcel.

Note

Material described herein and prices shown are intended ONLY for bona-fide, authorized Customers for resale purposes. Possession of a price list does not constitute an offer to sell. All prices are subject to change without notice.

California Proposition 65 Warning

Texcel products contain chemicals known to the State of California to cause cancer, birth defects or other reproductive harm. For more information: www.P65Warnings.ca.gov