

HSM Wire International, Inc.

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www.hsmwire.com

Standard Conditions of Sale

Updated January 2014

General

These conditions shall apply to any contract or tender made, quotation or estimate given or good supplied by *HSM Wire International, INC.* except where *HSM Wire International, INC.* agrees in writing to any variation thereof. Any person to whom any tender, quotation or estimate is given, or goods supplied, or whom any contract is made is hereinafter called a "customer". All Emails and PDF's; including Purchase Orders and Quotations that are sent by *HSM Wire International Inc.* are considered as Electronic Data, All Emails that was sent to *HSM Wire International, INC* from "customers" are considered to have an Electronic Signature. By accepting the Purchase Order by email, you are attaching your electronic signature to, and your business agrees to, *HSM Wire International Inc.* terms and conditions contained in the Purchase Order. Furthermore, you are authorized to sign the Purchase Order on behalf of your business.

Tenders, Estimates and Quotations

All tenders, quotations and estimates made or given by *HSM Wire International, INC.* shall be valid for thirty (30) days (except for copper base LME as USD/CLB) and however worded shall constitute invitations to treat only from part of a contract when a formal order (the offer) has been accepted by *HSM Wire International, INC.*

Our Quotations are based upon [AWG Sizes](#). We use the mathematical guide for the Foot per Pound and Meter per gram conversion. If we are given a non AWG size - we calculate to the best of our ability. We typically use the nearest AWG Size.

Import/Export Licenses

Acceptance of any order by the company for goods with a destination outside the CEE or for any goods which are to be imported is conditional upon the necessary documentation being obtained. In the event of the necessary licenses or other documents being unobtainable the contract between *HSM Wire International, INC.* and the customer shall be canceled and neither party shall have any rights against the other.

Cancellation

Cancellation of orders by the customer, in which or in part, on manufactured items is not permitted. Cancellation of an order by the customer in whole or in any part may only be made with the written consent of *HSM Wire International, INC.* and on terms that will indemnify *HSM Wire International, INC.* for all costs incurred with respect to the order and its cancellation.

Catalogues and Price Lists

The information contained within brochures, data sheets, price lists, website and other venues is intended as a general guide only and shall not constitute as part of the contract unless otherwise stated by the contract itself and is specifically stated.

Performance

Any performance figures contained in tenders, estimates, quotations, sales specifications, catalogues, brochures or other venues are based upon the company's experience and are such as *HSM Wire International, INC.* would reasonably expect to obtain on normal terms. Only when the accepted contract specifically states certain performance figures shall *HSM Wire International, INC.* be responsible for supplying the goods to meet this specification.

Delivery

Delivery dates given are estimates only and whilst *HSM Wire International, INC.* will use its best endeavors to comply with the customer's delivery request. *HSM Wire International, INC.* cannot be held responsible for any delay of delivery or availability for collection.

Prices and Terms of Payment

All prices are quoted ex-works *HSM Wire International, INC.*'s factory and carriage and packing shall be charged separately and additionally for each dispatch. Notwithstanding the acceptance by *HSM Wire International, INC.* of an offer made by the customer under Clause II, hereof the price charged by *HSM Wire International, INC.* for the supply of goods called for on the order shall be at the price prevailing on the date of dispatch specified on *HSM Wire International, INC.*'s Order Acknowledgement Form, and as set out in *HSM Wire International, INC.*'s price lists in existence at that time whether published or not.

Payment for any goods or service supplied by *HSM Wire International, INC.* shall become due the date of availability for dispatch or collection of goods or completion of the service or services rendered.

HSM Wire International, INC. applies a 1.5% late fee per month on all past due invoices. Customer agrees to pay for all attorney fees and collection fees per invoice.

Computation of Price

In the case of *HSM Wire International, INC.* supplying goods of origin outside the United States, *HSM Wire International, INC.* reserves the right to modify the price to reflect the currency exchange rate changing between the date *HSM Wire International, INC.* accepts the order and the date of availability of the goods for dispatch or collection. The currency exchange rate is the ratio defining the value of the American Dollar against foreign currency of originating goods.

Passing of Property and Risk

The risk in the goods shall pass from *HSM Wire International, INC.* to the customer when the goods leave *HSM Wire International, INC.*'s premises. In the case of goods with an overseas destination the risk shall pass when the goods leave *HSM Wire International, INC.*'s premises.

Certifications

Unless specified on the quotation, prices do not include the preparation of certifications or any other documentation that may be required by the customer. Please contact *HSM Wire International, INC.*, as additional fees may apply.

Return of Goods

Any goods which the customer is asked to return to *HSM Wire International, INC.* must be dispatched properly addressed, carriage paid and correctly packed in accordance with *HSM Wire International, INC.*'s instructions. Good properly supplied against customer order will under no circumstances be accepted for return. A RMA Form must be submitted before goods can be returned to *HSM Wire International INC.* You can call or email to request for this RMA Form. Any goods shipped back without the proper RMA form will be deemed as a lost in transit. *HSM Wire International INC.* also has a re-stocking fee that applies to ALL orders that is returned to our warehouse.

Arbitration

If at any time any dispute or difference whatsoever shall arise in connection with any contract, either party may give to the other notice in writing of the existence of such dispute or difference requiring the same to be referred to the arbitration in the United States of a person to be mutually agreed upon or failing agreement within thirty (30) days of the receipt of such notice of some person appointed by the current President of the Institution of Electrical Engineers. The submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2950 or any statutory modification or re-enactment thereof for the time being in force.

Resale by customer

Should the customer dispose of any good supplied by *HSM Wire International, INC.*, any guarantee which may at that time be in force shall not be transferable to any other party.

Governing Law

The contract shall in all respects be construed and operate in conformity with American law and each party agrees to submit to the jurisdiction of the American courts.

Payment with Credit Card

HSM Wire International INC. does accept payment with a credit card. We accept Visa, Mastercard and Discover. If the customer is paying for an order with a credit card, a signed Purchase Order must be submitted. Electronically signed Purchase Orders are not qualified for Credit Card orders. You can fax or mail your signed Purchase Order. You can also scan and email the signed Purchase Order. We will allow credit card purchases that are less than \$2000.00 USD, without a purchase order, but you must accept the terms that your email that approves the order is considered as your electronic signature.

HSM Wire International INC., must be notified before any attempts to do a Credit Card Chargeback. If there is any chargeback on credit card purchases, there will be a USD\$50.00 per DAY fee until resolved on all open orders. If your company makes false statements to the Credit Card Company to obtain a Chargeback, *HSM Wire International, INC.* will consider the statement fraudulent and the chargeback will be deemed void, and the chargeback is not granted.

Guarantees

Goods. If any goods manufactured by *HSM Wire International, INC.* shall in the opinion of the company fail solely as a result of faulty design, workmanship or materials within fifteen (15) months from the date of dispatch or collection from *HSM Wire International, INC.*'s factory or twelve (12) months from the date of first use by the customer (whichever shall be the shorter period) then *HSM Wire International, INC.* shall made good such failure by replacement or repair (at *HSM Wire International, INC.*'s discretion.)

In the case of goods not manufactured by *HSM Wire International, INC.*, *HSM Wire International, INC.* offers no guarantee but subject to being indemnified to its satisfaction will use its best endeavors to enforce for the benefit of the customer any guarantee to which *HSM Wire International, INC.* may be entitled from the manufacturer.

Repairs. In the event of any failure or defect in any good during the appropriate guarantee period stipulated herein, the customer shall forthwith notify *HSM Wire International INC.* or its accredited agents of such failure or defect, who will immediately instruct the customer in the manner in which failure or defect should be dealt with. Pending the receipt of such instructions from *HSM Wire International, INC.* or its accredited agents the customer shall not attempt to carry out any repair on or use the goods strictly in accordance without the express instructions of *HSM Wire International, INC.* or its accredited agents. If in the opinion of *HSM Wire International, INC.* or its accredited agents the faulty goods or its components thereof may satisfactory be returned to *HSM Wire International, INC.*'s factory, the repaired part will be delivered ex-works *HSM Wire International, INC.*'s factory. Where in the opinion of *HSM Wire International, INC.* or its accredited agents it is necessary for *HSM Wire International, INC.*'s service engineer effects a repair or replacement which in *HSM Wire International INC.*'s opinion could have been affected by the customer's returning the goods to *HSM Wire International, INC.*, the customer shall pay a charge for labor at currently prevailing rates in addition to the engineer's traveling and accommodation expenses and a reasonable compensation.

Overriding Conditions of Guarantees

- i. *HSM Wire International, INC.* being satisfied that the goods have only received proper use as defined in the relevant instruction manual.
- ii. The goods having been correctly operated and maintained in accordance with good engineering practice and the relevant instruction manual.
- iii. The customer returning to *HSM Wire International, INC.* to whom the same shall belong any equipment replaced under the guarantee.

d – Exclusion. The provisions of the condition of shall constitute the sole rights of the customer in the event of the failure of any goods or any component part thereof and shall have effect to the entire exclusion of any other express or implied condition, statement or warranty, statutory or otherwise. Save as herein expressly mentioned *HSM Wire International, INC.* shall not be liable in contract or in part or otherwise with respect to any loss or damage of any kind whatsoever,

E-Signature Policy

By your use of the e-signature feature, which is identified as your name on the quotation approval email you have sent to *HSM Wire International INC.*, you represent and warrant without reservation that you have the legal right, power, and authority to agree to all terms contained in the electronic records on this Web site on behalf of yourself and the member on whose behalf you are acting, if different. You further agree that your use of the e-signature feature of this Web site constitutes an "electronic signature" as defined by the Electronic Signatures in Global and National Commerce Act ("E-Sign") and the Uniform Electronic Transactions Act ("UETA") and that you have formed, executed, entered into, accepted the terms of, and otherwise authenticated the terms specified herein for the use of the e-signature feature of this Web site. You further acknowledge and agree that proceeding to use the e-signature feature of this Web site constitutes your full agreement to all terms and conditions contained herein and that such agreement is an "electronic record" for purposes of E-Sign, UETA, and the Uniform Computer Information Transactions Act and as such is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by you and the member on whose behalf you are acting, if different, as if it were any other duly executed paper contract.

- i. By your use of the e-signature feature, you are deemed to have read every record and document before electronically signing same. If you do not understand any record or document, then you agree to communicate directly with an appropriate agent of the United States Dressage Federation ("USDF") concerning your understanding prior to your continued use of the e-signature feature of this Web site. By your use of the e-signature feature, you consent to jurisdiction and venue in Stark County, Ohio, any dispute arising out of same, and you further agree that USDF shall be entitled to reasonable attorney's fees, including pre-litigation fees, for enforcement in any court of any of the terms and conditions contained herein.

Possible Manufactured Goods Issues

HSM Wire International INC. also has a 10% quantity variance on all goods. The Customer is responsible to pay for the 10% Overage if it applies.

All Manufactured orders of wire are different. There may be the chance of splicing in the wire. During manufacturing your wire, the wire may break, and a splice is done to reconnect the wire and continue the process. Splices DO NOT mean the wire the bad and not useable, and does not qualify for a RMA form to do a return of goods, unless it is stated on our quotation that it will be in continuous lengths.

Disclaimer

The material contained in this web site/sheet has been designed as a guide for customers of *HSM Wire International INC*. However, the material contained herein is not intended as a substitute for any person's procedures and should not be used or relied upon for any specific or general application without first obtaining competent advice. Furthermore, *HSM Wire International INC* disclaims any responsibility for the suitability of the metal grade in question for any particular purpose or for the performance or selection. The material contained in this web site/sheet does not purport to be a comprehensive or exhaustive statement of all relevant material applicable to special and general steel products and no representation, condition or warranty, express or implied, is given by *HSM Wire International INC* as to the accuracy or completeness of this web site/sheet and, so far permitted by law, *HSM Wire International INC*, its members staff and consultants disclaim any duty of care in relation to the preparation of this Web site/sheet and the information that it contains and shall not be liable for any direct, indirect or consequential loss, damage or injury suffered by any person, howsoever, caused as a result of relying on any statement in or omission to this web site/sheet and any such liability is expressly disclaimed. *HSM Wire International INC* shall not be liable in the event of a breakdown, malfunction, or failure occurring due to faulty design, material or workmanship of the metal grade, whether based on the information contained herein or not, and shall not, under any circumstances, be liable for any damage, either direct or indirect, particularly consequential damages, including, but not limited to damages for loss of profits.