

## TERMS AND CONDITION

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**FREIGHT Terms:** All Hampton Electric LLC shipments are F.O.B. shipping point. The customer should file any claim for loss or damage in transit with the common carrier.

**Pricing:** Prices are subject to change without notice unless protected for a specified time as part of a written quotation for specified quantities.

**Minimum Charge:** Hampton Electric LLC's minimum charge is \$395.00 for all domestic orders shipped within the continental United States. Hampton Electric LLC's minimum charge for global orders is \$3000.00, excluding freight charges.

**Shortage Claims:** Claims for shortages must be made in writing to the Hampton Electric LLC corporate office at 213 E. Selandia Ln. Carson, CA 90746, within 10 days after receipt of the products.

**Returns:** Returned products will be accepted for credit, only with written permission from Hampton Electric's corporate office. All returned products must be shipped to Hampton Electric LLC, 213 E. Selandia Ln. Carson, CA 90746, unless otherwise directed. Products that are obsolete, discontinued, customized or more than 12 months old will not be accepted for return or credit. All returned products are subject to a restocking fee of up to 25% (of net order value).

**Taxes:** Hampton Electric LLC reserves the right to add to the sales price any taxes imposed by law on said products.

**Delivery:** Shipping schedules are based on estimates and Hampton Electric LLC shall not be liable directly or indirectly for delays caused by lack of labor, power, materials, manufacturing facilities, delays in transportation or any other causes beyond the reasonable control of Hampton Electric LLC. In such an event, Hampton Electric LLC's options and without liability, delivery dates shall be extended or all portions of the order will be cancelled.

For international orders, customers will determine the desired shipping carrier to maintain control of the shipment. In cases where the customer wants Hampton Electric LLC Industries to arrange the shipping, Hampton Electric LLC will provide an estimated quote to the customer prior to finalizing the total sale but cannot guarantee the freight charges until the final billing has been received. All freight charges for international orders must be paid in advance via a wire transfer or valid credit card. Hampton Electric LLC warrants its products to be free from defects in material and workmanship for one year from the date of purchase. If any product is found to be defective, it may be replaced, repaired, or refunded at the sole option of Hampton Electric LLC.

Hampton Electric LLC sells the products with the understanding that the customers will follow the specified installation instructions provided for the product.

This warranty is void if the product has been subjected to misuse, neglect, accident, fire, flood, physical damage, improper installation, unauthorized medication, or use in violation of our instructions or any applicable laws, codes or ordinances.

Under no circumstances shall Hampton Electric's be responsible to repair or replace a product under this Limited Warranty where said product was improperly installed, altered or misused.

**Prompt Disposition:** Hampton Electric LLC will make a good faith effort for prompt disposition regarding any product which proves to be defective. Before returning any product, write or call Hampton Electric LLC, giving the date, original invoice number and description of the defects. If the products were damaged in transit, file a claim with the common carrier.

**Acceptance:** All orders are subject to confirmation and credit approval by Hampton Electric LLC, as well as to terms and conditions detailed above. Any differing terms and conditions, discounts, or special prices

submitted with an order shall be considered objected to by Hampton Electric LLC, and therefore not applicable unless accepted in writing by an officer or the sales manager at Hampton Electric LLC

Governing Law: These terms and the actual sales of products pursuant to any other order shall be governed by the laws of the state of California.