



Hot Melt Technologies, Inc (HMT®)

Conditions of Sale

HMT's acceptance of any Purchaser's order for any of HMT's products is expressly conditional on the Purchaser's acceptance and agreement to the terms and conditions set forth in the following Terms of Sale and Limited Warranty information.

HMT's Terms of Sale

- All prices are quoted FOB shipping point.
- All prices are subject to change without notice.
- All shipments are subject to availability.
- **Return Policy:** Within 10 days of original purchase, unused standard items or components can be returned for credit or exchange. Such items are subject to a restocking charge. Used items cannot be returned for credit. Custom or specially engineered items or components cannot be returned for credit.
- **Cancellation Policy:** Order cancellations for standard items or components are subject to a restocking charge. The cancellation charge for specially engineered items or components will be determined by how far along they are in the design/build cycle.
- **Standard Payment Terms:** Prepaid cash, check, money transfer, or credit card. Open account terms are available for regular customers with approved credit. HMT reserves the right to hold shipments if payments are not kept current.
- Adhesive products must be ordered by standard container weight, in full pallet row quantities, or by the full pallet. See current Technical Information Sheet for Packaging Information.
- Standard labeling and shipping documentation are provided with each shipment. HMT reserves the right to charge separately for customer specific labeling, documentation, or any such special handling requirements. Such charges will be billed as "Handling Charges" and will be negotiated separately.
- Requests for expedited shipments are subject to availability. Expediting charges are based on the costs incurred by HMT to meet the required delivery date. Such charges will be billed as "Expediting Charges" and will be negotiated separately.
- Hold-for-pickup orders, which are not picked up as scheduled, will be shipped to the customer, at the customer's expense, on the next business day.

HMT's Limited Warranty

- HMT's warranty extends to the original purchaser only and commences on the date of the original purchase.
- Any Hot Melt Technologies Inc. (HMT®) product supplied by HMT and found in the reasonable judgment of HMT to be defective in material and workmanship, will be replaced by HMT without charge for material or labor, or (at HMT's option) the original purchase price will be refunded.
- Warranties are limited to specified time periods or the specified shelf life, whichever is applicable, and commence from the original purchase date of the product.
- The warranty stated is in place of all other warranties, express or implied. HMT expressly disclaims any other warranties, including warranties of merchantability and fitness for a particular purpose. Although HMT may have suggested the product or had the product developed at the purchaser's request, it is the purchaser's responsibility to test and determine the suitability of the product for the purchaser's intended use and purpose, and the purchaser assumes all risk and liability whatsoever regarding such suitability. Because HMT has no control over the application process of any adhesive or the substrates any adhesive is used on, HMT assumes no responsibility for results obtained or for incidental or consequential damages arising from the use of any adhesive or any application equipment.
- Any product being returned for warranty evaluation must be returned to HMT within the warranty period. All transportation expenses to HMT for warranty evaluation and the expense of returning it back to the purchaser will be paid by the purchaser.
- HMT's responsibility in respect to any valid claim presented under this warranty is limited to (at its option) the replacement of the product or the refund of the original purchase price. This replacement/refund remedy is the purchaser's sole and exclusive remedy against HMT. The purchaser agrees that no other remedy (including but not limited to lost profits, lost sales, injury to person or property or any other incidental or consequential loss) shall be available to the purchaser for claims arising out of any use of the product regardless of the legal theory (contract, tort or other). In no event will HMT be obligated to pay damages to the purchaser in any amount exceeding the price that the purchaser paid for the product.
- This warranty does not cover any product that has been subject to misuse, abuse, negligence, or accident, or which has been operated in any way contrary to the operating instructions. Warranty does not apply to any damage to the product that is the result of improper storage.
- This warranty does not cover any product that has been altered or modified by the customer.
- This warranty does not extend to products damaged during shipment to the buyer's plant. Risk or loss or damage to the product shall pass to the buyer FOB HMT's shipping point.
- HMT assumes no responsibility for incidental, consequential or other damages including, but not limited to, expenses for hot melts, hot melt dispensing equipment service or maintenance, delivery or return freight expenses, travel time, telephone or FAX charges, loss or damage to personal property, loss of revenue, loss of use of the products, loss of time, or inconvenience.



**Hot Melt
Technologies, Inc.**
No. One Puts It Together Like HMT

1723 W Hamlin Road, Rochester Hills, MI 48309 (248) 853-2011
www.hotmelt-tech.com

