

## **ON-LINE PRODUCTS**

### **TERMS OF SALE**

#### **Prices, Merchandise, Descriptions & Pictures**

Haydon Kerk Motion Solutions, Inc. (“Haydon Kerk”) strives for accuracy with regard to product descriptions, pictures, and product pricing. If there is information on our Website that contains typographical errors or other inaccuracies, Haydon Kerk reserves the right to correct any such errors or other inaccuracies and to otherwise change or update information at any time and from time to time without prior notice. Additionally, Haydon Kerk reserves the right to refuse or cancel orders containing any error in accuracy or omission, whether or not the order has been submitted, confirmed and/or charged to your credit card. If your credit card had been charged for the purchase and your order is canceled by Haydon Kerk, we will promptly issue a credit to your credit card.

If you have any questions or need more information about a product, please contact our customer services department from 8:00 am – 5:00 pm EST at 1-203-756-7441 or via e-mail at [weborders@HaydonKerk.com](mailto:weborders@HaydonKerk.com). We are happy to help you and supply more detailed information upon request.

#### **Sales Tax**

As the customer, you are responsible for payment of all applicable state and local taxes.

#### **Shipping Policy**

Applicable shipping fees will be posted on the summary page of your order prior to the order being processed.

In-stock merchandise will generally ship within 24 hours of order placement.

For international shipping terms, please see “International Shipping” below.

#### **Payment Terms**

Haydon Kerk accepts payment from the following credit cards: AMEX, Discover, Master Card and Visa.

## **Disclaimer and Limitation of Liability**

ALL PRODUCTS SOLD VIA THIS WEBSITE ARE TO BE USED EXCLUSIVELY FOR THE PURPOSE OF TESTING AND/OR EVALUATING PROTOTYPE OR CONCEPT PRODUCTS AND ARE NOT INTENDED FOR COMMERCIAL USE.

HAYDON KERK DOES NOT WARRANT ANY PRODUCT SOLD VIA THIS WEBSITE, AND PRODUCTS ARE PROVIDED ON AN "AS IS", "WHEREAS, "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NO ORAL ADVICE OR WRITTEN OR ELECTRONICALLY DELIVERED INFORMATION GIVEN BY HAYDON KERK OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR THE LIKE SHALL CREATE ANY WARRANTY. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS PRODUCT IS AT YOUR SOLE RISK.

UNDER NO CIRCUMSTANCES SHALL HAYDON KERK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, LOST PROFITS OR SAVINGS, LOSS OF USE OF OR DAMAGE TO ASSOCIATED PRODUCTS OR EQUIPMENT) INCURRED BY YOU, ARISING OUT OF OR IN CONNECTION WITH THE OFFERING AND SALE BY HAYDON KERK OF ITS PRODUCT TO YOU. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HAYDON KERK IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR CLAIMS ARISING OUT OF THE SET-UP, INSTALLATION, MODIFICATION, SELECTION, APPLICATION OR REPAIR OF ANY PRODUCT SOLD.

HAYDON KERK'S LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF ANY KIND FOR LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM OR CONCERNING ANY ASPECT OF THE OFFERING AND SALE BY HAYDON KERK OF ANY OF ITS PRODUCTS TO YOU IN ALL CIRCUMSTANCES IS EXPRESSLY LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID FOR SUCH PRODUCTS.

## **Return Policy**

1. Returns made will not be accepted beyond 30 days from the original shipping date.
2. All returned merchandise must be in resalable condition. Products must be new, unused, unaltered and uninstalled. Merchandise must arrive with the original packing and accessories. Products not in original condition will not be accepted for return.
3. All returned items must have a Return Merchandise Authorization (“RMA”). Please contact our customer service department from 8:00 am – 5:00 pm EST at 1-203-756-7441 or via e-mail at [weborders@HaydonKerk.com](mailto:weborders@HaydonKerk.com) to receive an RMA. Once you receive your RMA:
  - a. Write your RMA on the packing slip and include the packing slip with your return.
  - b. Write your RMA on a blank piece of paper and securely tape it to the outside of the package to be returned.
  - c. Do not write on the original packing or use excessive tape/staples when returning items.

**Please note - Items returned without an RMA will not be processed for refund.**

4. Returns must be shipped prepaid and insured. Ship returns to:

Haydon Kerk Motion Solutions, Inc.  
Attn: Receiving  
1500 Meriden Road  
Waterbury, CT 06705

5. Return shipping charges are not refundable. Haydon Kerk, however, will refund the original outbound shipping fees for items shipped within the United States.
6. Allow 30 days from the time we receive your returned merchandise for processing your refund. Refunds will only be credited to the original credit card account number charged.

## **Damaged Goods**

Inspect your items immediately upon receipt. If you are signing for an item and it appears to have visible damage, note “damaged” on the shipping receipt.

If you receive damaged goods, please contact our customer service department from 8:00 am – 5:00 pm EST at 1-203-756-7441 or via e-mail at

[weborders@HaydonKerk.com](mailto:weborders@HaydonKerk.com) and the carrier within 24 hour of receiving the merchandise.

### **Back Ordered Items**

Items may become backordered after the order has been placed. We will send e-mail updates if a product you ordered is on back order. You may cancel your order if you do not wish to wait for the item. If the item becomes sold out, we will provide you with an e-mail notification.

### **Order Cancellation**

Order cancellations are **ONLY** available on back ordered items. If delivery of the product is refused, you will be responsible for all shipping costs and refusal charges.

### **International Shipping**

The terms and conditions set forth below under this title “International Shipping” shall apply to any order placed for international shipping. Haydon Kerk reserves the right, in its sole discretion, to refuse process any international shipping order.

#### ***Customs, Duties, and Taxes***

You are responsible for assuring that the products you order can be lawfully imported to the destination country. It is specifically agreed that you shall be the foreign principal party in interest and/or that your carrier shall act as your agent in such capacity for purposes of the Foreign Trade Regulations or other regulatory purposes, and you and your carrier are responsible for all routed export transactions documentation, including but not limited to the filing of the required Electronic Export Information/Automated Export System records.

When ordering from Haydon Kerk, the recipient is the importer of record and must comply with all laws and regulations of the destination country. Orders that are shipped to countries outside of the United States may be subject to import taxes, customs duties and fees levied by the destination country. The recipient of an international shipment may be subject to such import taxes, customs duties and fees, which are levied once a shipment reaches the destination country. Additional charges for customs clearance must be borne by the recipient; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country; you should contact your local customs office for further information. When customs clearance procedures are required, it can cause delays beyond our original delivery estimates.

At Haydon Kerk’s request, you will provide copies to us of any export, shipping, or import documentation prepared by you, the recipient or the applicable carrier.

#### ***Shipping Charges and Freight Policy***

Applicable shipping fees will be posted on the summary page of your order prior to the order being processed. Title and risk of loss for products shall pass upon delivery by Haydon Kerk to carrier in the U.S. If product is damaged in transit, your only recourse is to file a claim with the applicable carrier and/or insurance company.

***Limitations***

Please note that product manuals, instructions and safety warnings may not be in the destination country's languages; the products (and accompanying materials) may not be designed in accordance with destination country's standards, specifications, and labeling requirements; and the products may not conform to destination country voltage and other electrical standards (requiring use of an adapter or converter if appropriate). You are responsible for assuring that the product can be lawfully imported to the destination country.

***Privacy***

Cross-border shipments are subject to opening and inspection by customs authorities. Haydon Kerk may provide certain order, shipment, and product information, such as titles, to our international carriers, and such information may be communicated by the carriers to customs authorities in order to facilitate customs clearance and comply with local laws.

***Export Controls and Related Regulations***

You represent and warrant that you are not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List. Customer shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC.

***Country of Importation and Anti-diversion***

You represent that you are purchasing products from the U.S. and importing them to the country specified in your on-line order form. You agree that the products will be shipped to the specified destination in compliance with the laws of such destination and the U.S., and that the products will not be directly or indirectly sold, exported, transferred, assigned, used, or otherwise disposed of in a manner which may result in any non-compliance with applicable U.S. laws and regulations relating to the product purchased by you. Any commodities, technology and software will be exported from the U.S. in accordance with the U.S. Export Administration Regulations and other applicable laws or regulations. Diversion contrary to U.S. law is prohibited. If requested by Haydon Kerk, you

will provide documentation satisfactory to us verifying delivery at the designated country.

***Permits, Export, and Import Licenses***

You shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation and/or under the Export Administration Regulations, International Traffic in Arms Regulations or other applicable laws or regulations.

***Returns***

If you return a product to us, you will be the exporter from the destination country. Title and risk of loss transfer to us upon receipt at:

Haydon Kerk Motion Solutions, Inc.  
Attn: Receiving  
1500 Meriden Road  
Waterbury, CT 06705  
United States

Please review our “Return Policy” provision above for any additional questions regarding product returns.

***Governing Law; Limitations***

The rights and obligations of the parties under these Terms of Sale shall not be governed by the provisions of the 1980 United Nations Convention of Contracts for the International Sale of Goods, the United Nations Convention on the Limitation Period in the International Sale of Goods or the International Commercial Terms. Rather, these Terms of Sale shall be governed by the laws of the State of Connecticut, United States of America, including its provisions of the Uniform Commercial Code, but excluding its conflict of law rules.

Notwithstanding the foregoing, any legal action by you with respect to any transaction must be commenced within one (1) year after the cause of action has arisen.

**Jurisdiction**

These On-Line Products Terms of Sale shall be governed by and construed in accordance with the laws of the State of Connecticut, United States of America, without giving any effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Connecticut. You hereby irrevocably consent to personal jurisdiction in the State of Connecticut and by your purchase of products through this Website voluntarily submit to the exclusive jurisdiction of the federal and state courts located in such state in any action or proceeding with respect to this Website and to service of process by certified mail at the last known address provided in connection with your use of the Website.

**Severability**

If any portion of these On-Line Products Terms of Sale is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable term shall be severed from these On-Line Products Terms of Sale, and the remaining On-Line Products Terms of Sale shall be valid and fully enforceable as written.

**Modification of Terms**

Haydon Kerk's acceptance of any order is subject to your consent to all of the terms and conditions set forth herein. Your consent to these terms and conditions shall be presumed from your order submission via this Website. No additions or modifications of Haydon Kerk's On-Line Products Terms of Sale by you shall be binding upon Haydon Kerk, unless agreed to in writing by an authorized representative of Haydon Kerk.

**Complete Agreement**

The Terms of Use and Privacy Policy on this Website are incorporated herein by reference, and constitute the entire and exclusive agreement between you and Haydon Kerk with regard to the offering and sale by Haydon Kerk of its products on this Website