

## **TERMS AND CONDITIONS**

**1. Your Purchase Order, the Quote, and These Terms and Conditions Forms Our Contract** DHF Technical Products ("DHF Tech") reserves the right to accept or reject Buyer's Purchase Order ("PO") (DHF Tech and Buyer may hereinafter be collectively referred to as the "Parties". "Buyer" shall mean the person or entity submitting the PO.). DHF Tech has the discretion to accept written or verbal PO's but makes no commitment to supply products, at any price, or at all, until DHF Tech accepts the Buyer's PO. The Buyer's PO incorporates these Terms & Conditions and the Quote to form the contract between Buyer and DHF Tech

**2. Pricing And Payment** Unless otherwise stated, the price DHF Tech quotes excludes delivery and insurance costs. All products manufactured or produced by DHF Tech remain the sole and exclusive property of DHF Tech until DHF Tech has received payment in full. Payment must be in United States dollars drawn on a United States bank. DHF Tech may accept Master Card and Visa but only with prior approval. DHF Tech may offer discounts for cash purchases at the complete discretion of DHF Tech Due to market fluctuations, or any other reason, DHF Tech retains full and complete discretion to adjust pricing or product description at any time. Any price or product description that is adjusted must be confirmed by both DHF Tech and Buyer prior to DHF Tech commencing any work. In the event Buyer cancels, Buyer agrees to pay DHF Tech cancellation charges equal to any loss DHF Tech would suffer due to market fluctuation, including costs and attorneys fees to enforce this Agreement. Payment is due upon Buyer's receipt of the DHF Tech invoice, unless credit or other terms are agreed in writing between Buyer and DHF Tech and the product will not ship until payment is received in full. DHF Tech reserves the right to collect finance charges of 18% per annum for invoices not paid by the due date.

**3. Liability for Loss; Shipping** DHF Tech will not be liable for any loss or damage (including indirect or consequential loss, financial loss, loss of profits, or loss of use) arising from the sale of the product, the products use, delivery of the product, these Terms and Conditions, or any other relationship between the Parties. Buyer shall bear the risk of loss or damage during shipping as soon as the product leaves DHF Tech's possession, regardless of shipping terms stated in the PO. Buyer's sole remedy will be to seek recovery of any loss or damage claim with the carrier. DHF Tech will assist the Buyer in any way possible in any claim process with any shipper; however, Buyer retains full responsibility for pursuing the claim. If products are lost or damaged during delivery, Buyer will be required to submit a new PO in order to obtain a new product from DHF Tech The Quotation includes estimates of completion dates and delivery times which are not to be considered guarantees. Every effort will be made to manufacture and deliver the products as specified in the Quote but DHF Tech shall not be liable to Buyer for any delay.

**4. Force Majeure** If DHF Tech is unable to produce the product described in the Quote and/or Buyer's PO, or would be subject to unreasonable cost to produce and deliver the product, because of circumstances beyond DHF Tech's reasonable control, DHF Tech may cancel or suspend its obligations without liability. Examples of these circumstances include an Act of God, accidents, explosions, war, terrorism, fire, flood, transportation delays, strikes or other labor disputes or unstable market conditions.

**5. Vault Account** DHF Tech reserves the right to return metal rather than cash to Buyer for any refining/reclaimed metal or metal kept in a DHF Tech vault account.

**6. Entire Agreement** These Terms and Conditions, the Quote, and the PO shall constitute the entire agreement of the Parties with respect to the goods and services described herein. All POs placed with DHF Tech will be based on these Terms and Conditions and Buyer is expressly waiving any printed terms Buyer may have in any other communication with DHF Tech to the extent Buyer's terms are inconsistent with the Terms and Conditions contained herein, the Parties agree these Terms and Conditions control. These Terms and Conditions may be amended only in a writing signed by both Parties.