



Standard Terms and Conditions of Sale

Payment Terms: Standard payment terms are Net 30 days after shipment, on approval of credit history by Hycomp, Inc. Payment required at time of order must be received before the project will be started. Based on credit report, payment history, and size of order(s), the following payment terms apply unless other arrangements are made at the time the order is placed:

<i>Orders Less than \$25,000.00</i>	<i>Standard Payment Terms (OAC)</i>
<i>\$25,001.00 to \$60,000.00</i>	<i>35% at Time of Order, Balance 30 Days (OAC)</i>
<i>\$60,001.00 Plus</i>	<i>35% at Time of Order, 45% before Shipment, Balance 30 Days (OAC)</i>
<i>Shipments outside of the U.S.A.</i>	<i>50% at Time of Order, Balance Before Shipment</i>

Additional deposits may be required on special orders

Special order items will require a 50% at order deposit, regardless of sale value.

Minimum Billing: Minimum billing is \$50.00 NET. Accounts are opened on orders of \$500.00 or more O.A.C. 1.5% per month interest on overdue accounts. Accounts overdue by more than 30 days will be placed on Pre-Pay.

Terms: Any amount not paid when due in accordance with such terms shall bear interest at the lower of (a) 18% per annum, or (b) the highest rate allowed by law, or (c) the current past due rate as set by Hycomp.

Hycomp may without prior notice to Buyer set limits on the credit outstanding at any time with Buyer. If the account is placed in the hands of a collection agency, an attorney, or any other third party for collection, Buyer will pay all reasonable attorney's fees, court and collection costs.

Shipment: Hycomp may select the mode of shipment, but will endeavor, whenever practical, to follow Buyer's requests with respect to routing and mode of transportation.

All shipments shall be Ex Works unless otherwise agreed. Hycomp shall not be responsible for any delays, losses or damages in shipment of Products or Parts ordered by Buyer, whether or not Hycomp has designated the carrier used.

Title to Goods: Title to Products and risk of loss pass to Buyer upon delivery by Hycomp to the carrier, regardless of who arranged shipment. Until payment of all moneys due under each order of Products, Hycomp shall and does retain a purchase money security interest in each of the Products sold in the amount of the purchase price, and Buyer hereby grants to Hycomp a security interest in all Products sold by Hycomp to Buyer. Buyer shall have no right to sell, lease, encumber or dispose of such Products except for value received in the ordinary course of retail trade.

Delayed Delivery Request: If a request to delay the ship date for an order is received, an invoice for 100% of the order will be issued at the original ship date, and shall be due and payable per contract terms.

Change Orders: Changes to an order already placed with Hycomp shall be subject to a minimum \$300.00 change order fee. Change orders shall be in writing, and agreed to by both parties.

Cancellation Charge: Orders are non-cancelable after 10 days of receiving the order. Special order items are non-cancelable. All cancelled orders are subject to a cancellation fee of 20%.

Returns: Return requests are subject to approval by Hycomp prior to return. All returns require a Return Goods Authorization from Hycomp. Returns will be subject to a 20% restock fee unless otherwise agreed in writing by Hycomp.

Warranty: See Hycomp Warranty and associated documents. All reimbursement for parts, labor, and mileage for warranty MUST be preapproved prior to work being performed.

Buyer's Terms: Buyer shall be deemed to have accepted Seller's terms and conditions of sale not specifically objected to by Buyer in writing.

Applicable Law: These Terms and Conditions of Sale are to be governed by and construed according to the laws of the state of Wyoming, and shall be executed in the State of Wyoming, County of Uinta, United States of America.

Taxes: All applicable taxes are extra and are not included in pricing unless specifically agreed to in writing.

Price Changes: Prices are subject to change without notice.

Quotations: The prices and items on Hycomp proposals are not subject to verbal changes or any other agreements unless approved in writing. All proposals and agreements are contingent upon strikes, fires, availability of materials and all other causes beyond our control. Stenographic errors are subject to correction. Conditions not specifically stated shall be governed by established trade customs. Hycomp Standard Terms and Conditions apply. Terms inconsistent with those stated on Hycomp Standard Terms and Conditions, which may appear on Buyer's formal order, will not be binding upon Hycomp.