

TERMS & CONDITIONS

We would like to be easy to do business with, so we ask your understanding of our business rules. In return, we will do our best to provide for your needs promptly and courteously.

PRICE

Orders are shipped at the lower of current or quoted prices. Prices printed in our catalog are stated in US dollars and are subject to change without notice. Please check our website at www.huttononline.com for updated prices. We reserve the right to correct typographical errors. We may accept or reject any offer in our sole discretion.

FREIGHT & OTHER CHARGES

Freight charges are prepaid by us and added to your invoice, plus a service/handling charge. Sales tax will be added as required by law.

SHIPMENT

Orders for stock merchandise placed before 4 PM Central time (2 PM Central time on cable orders) are normally shipped the same business day. Unless you indicate a preference, we will ship "best way." Unless special arrangements are made, ownership of the goods and risk of damage/loss passes to you (or the customer) when possession of the goods passes from Hutton to the freight carrier, and you are responsible for filing any freight claims for damage or loss. If an item is received with freight damage, it is very important for you to note "Damaged Freight" on the carrier's bill before signing it. Failure to note damage on the bill may result in the carrier denying the claim. If the carrier is UPS or FedEx, notify us of any damage within 24 hours of receipt and we will file the claim for you. Accepting partial shipments and refusing damaged cartons does not relieve you from risk of damage/loss. Shipments may be insured at your request and cost.

PAYMENT & CREDIT TERMS

Extension of credit and credit limits are determined in Hutton's sole discretion and depend on credit history, trade references, financial statements and other information we may require. Standard credit terms are net 30 days from invoice. We accept company checks, certified checks, wire transfer, ACH, American Express, Visa or MasterCard depending on your credit rating. Prepayment will be required for non-stock products (specially ordered or custom products). Overdue accounts placed for collection will have reasonable costs of collection (which may include attorney's fees) added to the amounts due. Credit may be revoked due to slow payment history or negative information received through credit review. Sales are invoiced on shipment and statements are sent each month. You may check your account status and UPS PODs or invoice copies on our website at www.huttononline.com.

WARRANTIES

MANUFACTURER' WARRANTIES ARE PROVIDED FOR ALL PRODUCTS WE SELL. You should process any warranty claims according to the manufacturer's instructions. WE MAKE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCTS ORDERED. **ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.**

RETURNS & CLAIMS

If you are not pleased with your product, call our Return Merchandise Authorization (RMA) Department at (866) 9-HUTTON for return authorization. Product purchased within 30 days, in NEW condition including unmarked original packaging and packing material, manuals and all accessories will receive a full credit or refund. Otherwise, authorized returns will be subject to a restocking charge or at least 20%, with a minimum of \$15.00 (Note: non-stock products, products that have been used or modified, or cut-to-length products are not returnable). Product that is returned without approval will be refused and returned at your expense.

Product defects experienced after the initial 30 day period should be resolved directly with the manufacturer. For manufacturers that require their product to be returned through Hutton, we will coordinate those efforts with you. Determination of credit issuance will be made after the product is returned and inspected.

If we do not accept your order, or make a mistake in filling or shipping of your order, our only liability is to refund any amounts already paid to us. If you rightfully reject all or part of the goods before acceptance, then our only liability is, at our option, either (i) to permit you to return the goods and receive a refund of any amounts already paid to us, or (ii) the repair or replacement of non-conforming goods. Without our consent, you have no right to cover. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES.

If you need assistance in obtaining manufacturer telephone numbers for defective products or information regarding freight carrier claims, please call our RMA department at (866) 9-Hutton.

APPLICATION

BY PLACING AN ORDER WITH US YOU HAVE AGREED TO THESE TERMS AND CONDITIONS REGARDING THAT ORDER AND ANY SUBSEQUENT ORDERS, AND NO MODIFICATIONS OR OTHER TERMS ARE BINDING ON US WITHOUT OUR PRIOR WRITTEN APPROVAL. TEXAS LAW APPLIES WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS.

Authorized Signature

Date