

Shipping and Returns

SHIPPING: Unless otherwise agreed in writing, delivery shall be made in accordance with HSC's shipping policy in effect on the date of shipment and shall be F.O.B. HSC's warehouse unless otherwise indicated. HSC reserves the right to make deliveries in installments.

Title to, and all risk of loss or damage with respect to the Products shall pass to Buyer upon delivery by HSC to the carrier or Buyer's representative at HSC's warehouse or plant. Delivery is subject to the payment provisions set forth herein and to HSC's receipt from Buyer of all necessary information and documentation from Buyer including all import certificates, exemption and/or resale certificates, licenses and other documents as may be required from Buyer for export of the Product. Buyer shall promptly notify HSC, in no event later than five (5) business days after delivery, of any claimed shortages or rejection as to any delivery. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for any such rejection. Failure to give any such notice within such time shall be deemed an acceptance in full of any such delivery. HSC shall not be liable for any shipment delays beyond the reasonable control of HSC which affect HSC or any of HSC's suppliers, including, but not limited to, delays caused by unavailability or shortages of Products from HSC's suppliers; natural disasters, acts of war; acts or omissions of Buyer; fire, strike, riot, or governmental interference; unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates; failure or destruction of plant or equipment arising from any cause whatsoever; or transport failures.

PRODUCT RETURNS: Return of Products purchased hereunder, whether for stock balancing purposes or because such Products are claimed to be defective, shall be governed by HSC's Product Return policies as set forth in HSC's Wholesale Catalog and the Latin America Supplement thereto in effect on the date of the invoice, or as otherwise provided by HSC to Buyer in writing. HSC reserves the right to modify or eliminate such policies at any time. Although HSC's policies may permit Buyer to return Products claimed to be defective under certain circumstances, HSC makes no representations or warranties of any kind with respect to the Products.

HSC HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HSC WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF WARRANTY. THE RIGHT TO RETURN DEFECTIVE PRODUCTS, AS PREVIOUSLY DESCRIBED, SHALL CONSTITUTE HSC'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY IN CONNECTION WITH ANY CLAIM OF ANY KIND RELATING TO THE QUALITY, CONDITION OR PERFORMANCE OF ANY PRODUCT, WHETHER SUCH CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR

EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

In the event HSC issues a return authorization to Buyer allowing Buyer to return Product to HSC, Buyer will deliver the Product to HSC's address in Canada, if so required by HSC, and Buyer shall bear all applicable federal, provincial, municipal and other government taxes (such as sales, use and similar taxes) as well as import or customs duties, license fees and similar charges, however designated or levied on any replacement Product to be shipped by HSC to Buyer.

Product and manufacturer names are manufacturer and publisher trademarks, registered trademarks and copyrights are used only for purposes of identification.