



## **Hodge Compressor, LLC - Terms and Conditions of Sale**

### **1. General Provisions**

1.1. These Terms and Conditions of Sale ("Terms") govern the sale of products ("Products") to the end user ("Customer") through authorized distributors of Hodge Compressor, LLC ("HC").

1.2. By purchasing and using HC Products, the Customer agrees to these Terms, which outline the warranty and liability associated with the Products.

### **2. Warranty**

2.1. HC warrants that its Products are free from defects in materials and workmanship under normal use and service.

2.2. The warranty coverage period commences on the Product's commissioning/startup date, as registered with HC, or the Product ship date from the factory, whichever occurs first.

2.3. Warranty claims must be submitted in accordance with HC's warranty procedures through the authorized distributor from whom the Product was purchased.

2.4. This warranty does not cover damages resulting from misuse, abuse, negligence, or unauthorized modifications.

### **3. Sales Finality**

3.1. All sales of HC Products are final. No refunds or returns will be accepted under any circumstances.

### **4. Limitation of Liability**

4.1. HC's liability under this warranty is limited to the repair or replacement of defective Products or the issuance of a credit or refund for the purchase price at HC's sole discretion.

4.2. HC shall not be liable for any incidental, consequential, or special damages, including but not limited to loss of profit or revenue, loss of use of the Product, or any associated equipment, cost of capital, cost of substitute products, facilities, services, or downtime costs, arising out of the use or inability to use the Products.

### **5. Dispute Resolution**

5.1. Any disputes arising out of or in connection with these Terms shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, to be conducted in Atlanta, Georgia, unless otherwise agreed by the parties in writing.

5.2. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction.

## **6. Governing Law**

6.1. These Terms shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of laws principles.

## **7. Confidentiality**

7.1. Any confidential information disclosed by HC to the Customer shall be maintained in strict confidence and shall not be disclosed to any third party without HC's prior written consent.

## **8. Force Majeure**

8.1. HC shall not be liable for any delay or failure in performance due to events beyond its reasonable control, including but not limited to acts of God, war, natural disasters, terrorism, and labor disputes.

## **9. Intellectual Property**

9.1. HC retains all intellectual property rights in the Products and related materials. The Customer shall not have rights to such intellectual property except as expressly granted by HC.

## **10. Amendments**

10.1. HC reserves the right to amend these Terms at any time. Any amendments will be effective upon notice to the Customer through the authorized distributor.

## **11. Entire Agreement**

11.1. These Terms constitute the entire agreement between HC and the Customer regarding the sale and use of the Products and supersede all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral.