



We are the Smart company securing your weak link to preserve the environment and prevent catastrophic hose failures!

CONDITIONS OF SALE

- (1) "Smart-Hose" shall mean "Zena Associates LLC d/b/a Smart-Hose Technologies."
- (2) "Smart-Hose Products" shall mean those products the Customer is purchasing from Smart-Hose.
- (3) "Customer" shall mean the individual or entity that is purchasing Smart-Hose Products hereunder.
- (4) "Duty to Warn Booklet" shall mean the brochure for each specific product available at www.smarthose.com/catalog

General (5) These Conditions of Sale form the basis of the contract of sale between Smart-Hose and the Customer. In the event of any conflict between the terms and conditions set forth in these Conditions of Sale and any other Customer document, these Conditions of Sale shall govern, unless otherwise agreed to in writing and authorized and signed for by a President or General Manager of Smart-Hose.

(6) Unless otherwise agreed to in writing, delivery will be at cost from Smart-Hose's facilities Folcroft, Pa, USA. Title and all risks of loss or damage pass to the Customer upon delivery to the Customer or third party carrier. Delivery dates specified by Smart-Hose are only Smart-Hose's best estimates and Smart-Hose's only responsibility will be to use reasonable commercial efforts to meet all specified delivery dates.

Customer Responsibilities and Obligations

(7) It is the Customer's strict responsibility to review all of the usage conditions and usage limitations given for the Smart-Hose Products which are intended for use in a particular application, to ensure that the application conditions are in compliance with those usage limitations. The usage conditions and limitations are referred to in these Conditions of Sale, and are further specified in the relevant Duty to Warn Booklet. The Customer shall consult the latest, up to date hose product information and the duty to warn at the time of ordering, which are only available on request from Smart-Hose. The Customer here represents and warrants that it has read and understands the applicable Duty to Warn Booklet and the usage conditions and the usage limitations set forth therein, and has ensured their compliance with the application conditions.

(8) If the Customer sells or assigns any Smart-Hose Products to any other person or entity, the Customer shall ensure that the final end user of the Smart-Hose Products is supplied with these Conditions of Sale, the applicable Duty to Warn Booklet, the Smart-Hose website address, together with notification of the requirement to review the usage conditions and limitations. The Customer shall include the terms and conditions set forth herein in its Conditions of Sale to any third party. The Customer hereby agrees and acknowledges that Smart-Hose shall have no liability whatsoever for claims arising in whole or in part out of the Customer selling or assigning the Smart-Hose Products to a third party that does not use the Smart-Hose Products in accordance with Smart-Hose's usage requirements and limitations ("Non-Conforming Use Claims"). The Customer shall indemnify and hold harmless Smart-Hose, its officers, directors, employees, affiliates and representatives for any and all claims, damages, penalties and losses arising out of or related to Non-Conforming Use Claims.

(9) The Customer agrees and acknowledges that for any intended hose application in which special conditions apply which are not defined, or not defined sufficiently in the Duty to Warn Booklet, the Customer shall write to Smart-Hose requesting written advice relating to any usage limitations resulting from special conditions. The Customer shall ensure the design suitability and safety of the Smart-Hose Products in their intended applications, giving particular consideration to any special condition relating to, but not restricted to the chemical and electrostatic compatibility of the fluids or gases passing through, the possibility of diffusion of fluid or gases through the hose lining, the possibility of external corrosive conditions, the types and likelihood of excessive mechanical abuse, such as abrasion (internal or external), crushing, excessive flexing or vibrations, etc. and any excessive temperature and/or pressure "pulsing" conditions, or any other condition which may cause premature hose failure. The Customer shall consider, and take account of the degree of risk involved in any hose failure, including the provision of adequate protection in the event of any risk to any persons. In applications where any type of hose failure would lead to financial losses if the hose is not replaced immediately, the Customer agrees and acknowledges that it shall be the Customer's responsibility to order and hold in stock spare hose(s) accordingly. The Customer shall advise Smart-Hose in writing at the time of placing the enquiry and on any purchase order if there are any special requirements for the hose, including special cleaning, or drying, or extra testing requirements which are in addition to normal industrial standards. The Customer agrees and acknowledges that Smart-Hose, its officers, directors, employees, affiliates and representatives shall not be held liable for any claims or obligations arising out of the Customer's failure to fulfill any or all of its responsibilities set forth in this Section 9.

(10) If the Customer has any doubts concerning these or any other usage conditions and limitation or safety parameters, the Customer shall consult Smart-Hose at the number and address in the Notice Provisions below and request a written response to any queries.

(11) ***It is the responsibility to customer to confirm compatibility of hose quoted for customer's application.*** Smart-Hose® Technologies does not warrant the suitability of the product for any particular application. Determining product application suitability is solely the customer's responsibility. Smart-Hose® Technologies is not liable for special, indirect, incidental, consequential, or other damages including, but not limited to, loss, damage, personal injury, or any other expense directly or indirectly arising from the use of, or inability to use its products either separately or in combination with other products. It is the responsibility of the user to accurately determine the system pressure. Smart-Hose® Technologies disclaims any liability for use of its





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products in applications other than those for which they were designed. The buyer/end-user is responsible for determining whether the Smart-Hose® Technologies product is fit for a particular purpose and suitable for the buyer's/user's method of use or application. Failure to follow procedures for selection, installation, care, maintenance, and storage of hoses may result in the hose's failure to perform properly and may result in damage to property and/or serious injury. Smart-Hose® Technologies, or any of its affiliates or subsidiaries, shall not be subject to, and disclaims any obligations or liabilities, including but not limited to all consequential, incidental, and contingent damages arising from claims, including without limitations, negligence and strict liability or other theories of law.

Hose Service Life; 12 Month Warranty

(12) It is not possible to guarantee a minimum service life for any of the Smart-Hose Products which can be applicable for every type of application. As such, Customer acknowledges that, except as provided below in Sections 12, 13 and 14 Smart-Hose is not guaranteeing a minimum service life of any of the Smart-Hose Products.

(13) Service life predictions or guarantees can only be given in cases where all the relevant information concerning the application is given in writing to Smart-Hose, and Smart-Hose subsequently replies in writing with the service life prediction prior to the order being placed.

(14) If such a written undertaking is not sought and given, Smart-Hose shall not be held liable for any Smart-Hose Product failure which the Customer considers to be premature, excepting failures which are due to faulty materials or manufacturing defects which occur within 12 months, of supply as provided in Section 14 below.

(15) Smart-Hose warrants its Smart-Hose Products to be free from faulty materials or manufacturing defects from the date of the delivery, for 12 months.

(16) SMART-HOSE MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED OTHER THAN AS SPECIFICALLY STATED HEREIN, AND THERE ARE NO WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS AND WARRANTIES SPECIFICALLY STATED HEREIN.

Product Failure

(17) In the event of a product failure during the applicable warranty period set forth in Section 14, the Customer shall provide Smart-Hose with written notification within forty-eight (48) hours of discovering the fault. Smart-Hose requires that the Smart-Hose Products not be cut up or tampered with, but should be decontaminated and returned to Smart-Hose, plus a decontamination certificate, for examination and analysis of the fault. The Customer should also provide full details in writing of the application conditions under which the hose failed, including Pressure, Vacuum, Temperature, Flexing and any cycling of any of these, also the fluids, gases and any cleaning products passed through the hose, and the total time that the hose has been in service also the original order number and the Serial Number for the hose. The Customer may send its own witness to the examination if required. Smart-Hose will provide a Non-Conformance Report to the Customer. The Customer shall bear the cost of returning the Smart-Hose Products that have failed; provided, however, as set forth in Section 17 below, Smart-Hose shall reimburse the Customer for any shipping costs if it is determined that the failure is covered by the warranty set forth in Section 14.

(18) If Smart-Hose determines that the faulty materials or a manufacturing defect in the hose is responsible for the hose failure, Smart-Hose's maximum liability shall be the invoice value of the failed hose itself, or the invoice value of the whole customer order as determined by Smart-Hose in its sole discretion, along with any reasonable costs for removal and replacement of the hose, and costs for packing and dispatching the failed hose back to Smart-Hose.

Force Majeure

(19) Smart-Hose shall not be liable for any delay in delivery, failure to deliver or default in performing in accordance with any Customer's order if the delay or default nor shall Smart-Hose be liable for any shipping cost of any Customer's order under any circumstances including but not limited to delay in production.

Governing Law; Jurisdiction





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(20) These Conditions of Sale and all rights, duties and obligations hereunder, including any and all other Customer agreements and orders shall be governed by and subject to United States Law.

(19) The Customer acknowledges and agrees that any disputes arising out of or related in any way to this Agreement, including a breach of this Agreement, shall be brought exclusively in the courts of The United States, and the state of Pennsylvania. Furthermore, Customer knowingly, voluntarily and irrevocably (a) consents to the exclusive jurisdiction of these courts, (b) waives any immunity or objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may have from or to the bringing of the dispute in such jurisdiction, (c) waives any personal service of any summons, complaint or other process that may be made by any other means permitted by the state of Pennsylvania.

Limitations of Liability

(21) Smart-Hose Products have not been designed or tested for use in aerospace, medical implantation or radioactive applications, and such use is therefore strictly prohibited unless written approval from Smart-Hose has been given. Customer agrees and acknowledges that it is aware of the limitations set forth in this Section 20 and hereby agrees that Smart-Hose shall not have any liability whatsoever in the event Customer uses Smart-Hose Products for aerospace, medical implantation or radioactive applications. Customer agrees to indemnify Smart-Hose, its officers, directors, employees, affiliates and representatives for any and all Claims and Losses arising out of Customer's use of the Smart-Hose Products for aerospace, medical implantation or radioactive applications.

(22) Smart-Hose will not accept liability for any failures of the Smart-Hose Products which are caused by Customers failing to perform their Responsibilities as specified in these Conditions of Sale.

(23) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL SMART-HOSE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OF PROCESS PRODUCTS, DAMAGE TO EQUIPMENT, DOWNTIME COSTS, OR LOSS OF USE EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE EXCLUSIONS AND LIMITATIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM failure of the product(s), BREACH OF CONTRACT, FAILURE TO DELIVER ON TIME, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

Notice Provisions

(24) Any written notice required to be provided to Smart-Hose shall be sent to the following address: Smart-Hose Technologies, 701 Ashland Avenue, Building 22, suite 11, Folcroft, Pennsylvania 19032.

Exclusion of CISG

(25) The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Conditions of Sale and any and all other Customer documents.

ORDER CANCELLATION POLICY

(26) CUSTOMER SHALL HAVE 1 BUSINESS DAY, AFTER BEING SENT AN ORDER CONFIRMATION, TO CANCEL AN ORDER. AFTER THAT 1 BUSINESS DAY, SMART-HOSE SHALL HAVE THE RIGHT TO CHARGE A CANCELLATION FEE, WHICH IT DEEMS APPROPRIATE, UP TO 100%.

