

## HASA TERMS AND CONDITIONS OF SALE

- 1. ACCEPTANCE OF TERMS & CONDITIONS:** Our sale of products (aka "goods") to you is limited to and expressly made conditional on the provisions of the invoice, these Terms and Conditions and those posted on the Hasa website ("Agreement"). Your acceptance of the delivery of the goods confirms your acceptance to the Agreement. Receipt or acknowledgment of your purchase order forms or other similar communications containing provisions different from, or deletions or additions to the provisions of the Agreement, shall not be binding upon Hasa.
- 2. PAYMENT:** Unless there is a written agreement entered into between you and Hasa that modifies or changes the payment terms, each invoice shall be paid in accordance with its listed payment terms, without set-off or other adjustment, unless we agree otherwise in writing or unless there is a shortage of goods received. The sales price shall include all sales and use taxes assessed by the jurisdiction into which the goods are shipped. For the sale of goods in California which are registered with the California Department of Pesticide Regulation, the sale price shall include the California Pesticide Assessment.
- 3. RISK OF LOSS:** Upon delivery of the goods to a "Ship To" location, title to the goods and risk of loss, injury, damage or deterioration of the goods shall be borne by you and shall not release you from payment of the purchase price.
- 4. INSPECTION OF GOODS AND LIMITED WARRANTY:** Hasa warrants that at the time of the delivery of the goods to the Ship To location, the goods will conform to Hasa's packaging and published product specifications. Upon delivery of the goods at the Ship To location, it is your obligation to promptly and thoroughly inspect the goods for damage or non-conformity with packaging and published specifications. If you fail to reject the delivery of goods in writing within four (4) days of receipt, you will be deemed to have accepted the goods as delivered. Hypochlorite solutions naturally degrade with age and must be stored in a cool, dry, well ventilated area, away from direct sunlight and heat which will accelerate product degradation and lessen its strength.
- 5. LIMITATION OF WARRANTIES AND LIABILITY:** Except as herein provided, Hasa makes no warranties with respect to its products, express or implied, and disclaims any warranty for merchantability, or fitness for a particular purpose. In no event will Hasa be liable for incidental, special/consequential damages or lost profits, regardless of whether the claim arises from actual or alleged breach of warranty, breach of contract, product liability or other harm.
- 6. HANDLING OF HAZARDOUS MATERIAL:** Many of Hasa's products are corrosive, are strong oxidizing agents or otherwise exhibit hazardous properties. If they are not properly handled, stored, transported or lawfully disposed, such products may be injurious to people, fish, aquatic organisms, property and the environment. You agree to properly train your employees on the safe and handling, storage, transportation, and disposition of the products in accordance with Hasa's recommendations and applicable law and regulations. This requires, among other things, that your employees understand, know and always follow Hasa product recommendations and label instructions and directions. **READ THE ENTIRE PRODUCT LABEL BEFORE HANDLING.**
- 7. INDEMNITY:** You agree to indemnify, defend and hold harmless Hasa, its parent, subsidiary and affiliated companies and their respective officers, directors, employees, attorneys, agents, successors, and assigns from any and all third party claims, demands, liabilities, costs, and attorney fees, including without limitation those from governmental regulatory agencies, resulting from or arising out of your breach or default in any of the provisions of this Agreement.
- 8. RETURNABLE CONTAINERS:** Returnable containers shall be transported back to Hasa in an upright position and securely capped. The white bleach bottles must be transported in the yellow crates and the reddish acid bottles in the orange crates. Customer has the duty to inspect all deliveries. Any product which may be at the bottom of the crate must be repackaged within 96 hours of discovery. Use safety glasses, goggles or face shield, protective clothing, and rubber gloves when repackaging the product(s).
- 9. ATTORNEY FEES, VENUE AND CHOICE OF LAW:** If any lawsuit is brought to collect on an invoice, the prevailing party in the collection litigation shall be entitled to recovery of all costs of suit, including reasonable attorney fees. This Agreement shall be deemed to be made and entered into in the State of California. The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of California, including the Uniform Commercial Code as adopted by California, other than California's provisions concerning conflicts of law. The parties further agree that the exclusive venue for the filing of any action arising under this Agreement, or to interpret rights herein, shall be the State or Federal Courts located in the County of Los Angeles.
- 10. INSURANCE:** You at all times shall maintain in effect a commercial general liability policy of insurance from a carrier licensed in your jurisdiction with coverage limits for each occurrence of not less than \$ 1million. Hasa shall be added as a primary non-contributory additional insured on such policy. The policy shall have a waiver of subrogation provision for the benefit of Hasa.
- 11. FORCE MAJEURE:** Hasa is not liable for nonperformance or delay caused by circumstances beyond its control, including without limitation acts of God, war, riots, civil disturbance, fire, explosions, floods, strikes, the acts of third parties or disruption in transportation systems or commerce.
- 12. SEVERABILITY:** In the event that any provision of this Agreement is held by a court or arbitrator to be unenforceable, void or invalid, such provisions shall be deemed severed from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect.
- 13. BINDING EFFECT:** The provisions of this Agreement shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except as provided herein, your obligations under this Agreement shall not be subject to assignment or transfer. *Please also review at: [terms&conditions@hasapool.com](http://terms&conditions@hasapool.com)*