



HUNTER COMPRESSOR AND ENGINE, LLC Terms and Conditions of Sale and Use

These Terms apply to all quotes, orders, and services. By placing an order you agree to them.

These Terms are mainly for business and industrial sales of compressors, engines, parts, and related services. Most items are sold for commercial or industrial use, not for personal or household use.

1. How Orders Become a Contract

1.1 Your Order

When you send a purchase order or accept a quote from Hunter Compressor and Engine, LLC ("Seller" or "we"), you agree that these Terms control the sale. We accept your order only under these Terms. Any different or extra terms on your purchase order, email, or website do not apply unless we specifically agree to them in a writing signed by an authorized person at our company.

1.2 Full Agreement

The complete agreement between us is these Terms plus the quote or order acknowledgment we accept. Earlier conversations, emails, or past practice do not change these Terms.

1.3 Changes to These Terms

We may update these Terms from time to time by posting a new version. Any order you place after an update is governed by the version that is current at the time of the order.

2. Key Words We Use

2.1 Buyer and Seller

"Buyer" or "you" means the person or company that is buying products, parts, or services from us. "Seller" or "we" means Hunter Compressor and Engine, LLC.

2.2 Products, Parts, and Services

"Products" means compressors, engines, and other equipment we sell. "Parts" means spare, replacement, or remanufactured pieces. "Services" means technical help, training, repairs, or diagnostics we provide.

2.3 Special Items

"Made-to-Order Items" are parts or products that we build or special-order just for you. "Consumable Goods" are items that get used up in normal operation, such as gaskets, O-rings, seals, bolts, nuts, and filters. "NCNR" means non-cancelable and non-returnable. Once an NCNR item is ordered, you cannot cancel the order or return the item.

2.4 Domestic and International

"Domestic" means an order that ships to an address inside the United States. "International" means an order that ships outside the United States, including orders going to Canada or Mexico.

3. Prices and Payment

3.1 Prices

The prices shown on our quotes do not include freight, insurance, duties, taxes, or other government charges. You are responsible for paying those extra costs.

3.2 Domestic Payment Terms

For orders that ship inside the United States, the standard terms are Net 30 days. That means payment is due 30 days after the invoice date. We may offer Net 45 or Net 60 if your credit history is strong. Most companies in this industry use Net 30 to Net 45. We will consider Net 60 only if you have paid every invoice on time for the previous 24 months and you still meet our credit requirements.

3.3 What Happens If Domestic Payments Are Late

We will place you on Cash on Delivery (COD) status if any of the following happens: you miss more than 4 payments in a row, any invoice stays unpaid more than 1 month past its due date, or you miss 8 payments (whether in a row or not) inside any rolling 3-month period. While you are on COD, the next 10 orders must be paid 100% in advance before we will pull, process, or ship them. We can also stop open shipments or close your open-account terms. Late amounts grow by 1.5% per month or the highest rate Texas law allows, whichever is lower. You also agree to pay our reasonable costs of collecting the

money, including attorney fees.

3.4 International Payment

Every international order, including orders to Canada and Mexico, must be paid 100% in advance before we begin processing it. We do not offer open-account or Net terms on international shipments.

3.5 Security Interest and Payment Methods

We keep a security interest (a legal right) in the products and parts until you pay the full price. We may file the paperwork needed to protect that right. You can pay by wire transfer or other methods we approve in advance. Credit-card payments include a 5% processing fee. On some orders we may require a letter of credit from a bank we accept.

4. International Quotes, Sales, and Orders

This section applies to all international inquiries, quotes, sales, and orders, including those going to Canada or Mexico.

4.1 Payment and Cancellation Rules

You must pay 100% of the order in advance. Once we receive your purchase order and the payment (or the payment is pending), the order becomes 100% non-cancelable, non-returnable, and non-refundable. The only exception is if we receive a part that is not what you ordered and we agree in writing to accept a return or issue a credit.

4.2 Shipping, Labels, and Documents

You are fully responsible for arranging the shipping, choosing the carrier, creating the shipping labels, and handling all export paperwork, duties, and taxes. We are not responsible for any freight charges. You create the labels and send them to us; we put the labels on the box or crate and have the shipment ready for your carrier to pick up. If you need a Certificate of Origin or a Certificate of Conformance, you must request it clearly on your purchase order. We will not prepare those documents unless you ask for them on the PO.

4.3 Title and Risk of Loss (International Only)

For international shipments only, ownership (title) and the risk of loss pass to you when the goods are loaded onto the carrier at our facility. This is called FOB our facility (also known as FCA under Incoterms). After that moment, any loss or damage that happens during transit is your responsibility. You must file any transit claims directly with the carrier.

4.4 No Sales to Embargoed Countries

We do not sell, ship, or transfer any products, parts, or technical information to any country or territory that is under comprehensive sanctions by the U.S. Office of Foreign Assets Control (OFAC). Current examples include Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine. OFAC maintains the official list, and it can change. You must not use or resell our products in any way that violates these rules. You are responsible for following all U.S. export laws.

5. Domestic Shipping and Risk of Loss

Domestic orders that ship inside the United States are not FOB. Payment follows the Net 30, Net 45, or Net 60 terms described in Section 3. Ownership and risk of loss generally pass to you when the goods are delivered to the address you gave us, unless we agree to something different in writing. You still need to inspect the shipment promptly and file any claims for damage that occurred in transit with the carrier.

6. Checking Your Order

Please look over everything within 10 calendar days after you receive it. If something is missing, is the wrong item, or is damaged (and the damage was not caused by the carrier), tell us in writing within those 10 days. Include photos or other details if you can. Claims for damage that happened during shipping must be filed with the carrier. If you do not notify us in writing within the 10 days, we will treat the order as accepted.

7. Returns and Cancellations of Eligible Domestic Stock

Only regular domestic stock items that are not made-to-order, not consumable goods, and not marked NCNR may be returned or cancelled. You must get our written approval first. The items must be unused and still in their original packaging. After 30 days from the order date we charge a restocking or cancellation fee equal to 25% of the purchase price or our actual costs,



whichever is higher. You pay the cost of return shipping. International orders and all NCNR items cannot be returned or cancelled under this section.

8. No Warranty — Option for Wrong Parts

We do not give any warranty on products or parts. All items are sold “as is” and “with all faults.” We make no promise that the products or parts are free from defects in material or workmanship, that they will perform for any particular length of time, or that they are suitable for your specific equipment, application, or operating conditions. You are responsible for confirming compatibility and fitness for your use before you place the order.

If the part you receive is not the part that was ordered or does not match the description or part number on the accepted order, contact us as soon as possible and describe the difference. At our sole discretion we may allow a return of the incorrect part, send a replacement, or issue a credit for the purchase price of that part (less any restocking or shipping costs we decide apply). This option exists only for items that do not match what was ordered. It is not a warranty, it does not cover defects or performance issues, and we decide in each case whether to offer it.

EXCEPT FOR ANY SPECIFIC WRITTEN AGREEMENT WE MAKE ABOUT A WRONG PART, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Limits on Our Liability

WE ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. EXAMPLES INCLUDE LOST PROFITS, LOST REVENUE, DOWNTIME, OR INTERRUPTION OF YOUR BUSINESS, EVEN IF WE WERE TOLD THESE LOSSES MIGHT HAPPEN. OUR TOTAL LIABILITY FOR ANY CLAIM WILL NOT BE MORE THAN THE AMOUNT YOU ACTUALLY PAID US FOR THE SPECIFIC ITEM THAT CAUSED THE CLAIM. THESE LIMITS ARE AN IMPORTANT PART OF OUR AGREEMENT WITH YOU.

10. Services and Call-Out Fees

Field service, technical assistance, training, and remote diagnostics are available only when we have capacity and after we issue a written quote that you accept. Standard rates apply during normal business hours (Monday–Friday, excluding company holidays). An additional call-out fee of \$400 applies to any service scheduled or performed on a weekend. An additional call-out fee of \$600 applies to any service scheduled or performed on a company holiday. These fees are charged in addition to labor, travel time, mileage, materials, and any other quoted costs. The call-out fee becomes due once a technician is dispatched and is not refundable if the visit is shorter than expected or if the issue is resolved quickly. You must provide safe, unobstructed access to the equipment, any required site permits, utilities, and a clean, prepared work area. We are not responsible for delays caused by an unprepared site.

11. Your Duty to Protect Us

You agree to defend, indemnify, and hold harmless Hunter Compressor and Engine, LLC and its owners, officers, employees, and agents from and against any and all claims, demands, damages, losses, costs, and expenses (including reasonable attorney fees) that arise out of or relate to: (a) your installation, operation, maintenance, modification, repair, or resale of any products or parts; (b) any specifications, designs, measurements, or other information you supply; (c) your failure to comply with export-control laws, safety regulations, environmental rules, or any other applicable law; or (d) personal injury, death, or damage to property caused by your negligence, willful misconduct, or failure to follow instructions, warnings, or industry standards.

12. Events Outside Our Control

We are not liable for any delay or failure to perform our obligations when the delay or failure is caused by events beyond our reasonable control. These events include, without limitation, acts of God, floods, fires, earthquakes, storms, war, terrorism, riots, civil unrest, strikes, lockouts or other labor disputes, government orders, embargoes, epidemics, pandemics, shortages of materials or components, major disruptions in the supply chain, or failures of carriers or utilities. The time for performance will be extended by the length of the force-majeure event plus a reasonable period needed to resume normal

operations. If the event continues for more than 90 days and the parties have not agreed in writing on a revised schedule, either party may terminate the affected portion of the order by giving 30 days’ written notice to the other party.

13. Confidential Information and Our Designs

Each party will protect the other party’s non-public proprietary, technical, financial, pricing, and customer information and will use that information only to perform under the order. Confidentiality obligations continue for ten (10) years after the order is completed or terminated. Information that is or becomes publicly available through no fault of the receiving party, that was already known to the receiving party, that is independently developed, or that is rightfully received from a third party without a confidentiality obligation is excluded. Hunter Compressor and Engine, LLC retains all intellectual property rights in its designs, drawings, specifications, software, manuals, tooling, processes, and know-how. You receive only a limited, non-exclusive, non-transferable license to use such materials solely in connection with the products or parts you purchased. You may not copy, modify, reverse-engineer, decompile, or disclose them to any third party without our prior written consent.

14. Texas Law and Dispute Resolution

These Terms and all orders are governed by the laws of the State of Texas, excluding its conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods is excluded and does not apply. The parties will first attempt in good faith to resolve any dispute through mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. If the dispute is not resolved within sixty (60) days after the mediation demand, it will be finally resolved by binding arbitration administered by the AAA under its Commercial Arbitration Rules. The arbitration will take place in Houston, Texas, and will be conducted in the English language. The arbitrator may award any relief that would be available in a court of law, except punitive or exemplary damages unless a statute expressly permits them. Each party bears its own costs and attorney fees. Mediator and arbitrator fees are shared equally. Either party may seek temporary or preliminary injunctive relief from a court of competent jurisdiction to preserve the status quo or protect intellectual property rights pending the outcome of mediation or arbitration. Judgment on the arbitration award may be entered in any court having jurisdiction. To the fullest extent permitted by applicable law, each party waives any right to a trial by jury.

15. Other Rules

If any part of these Terms is found by a court or arbitrator to be invalid or unenforceable, the rest of the Terms will continue in full force. If we choose not to enforce a right or requirement one time, that does not mean we waive the right or that we cannot enforce it later. You may not assign or transfer the order or these Terms to another person or company without our prior written consent. Any notice required under these Terms must be in writing and sent to the address shown on the order or to any updated address we or you provide in writing. Provisions that by their nature should continue after an order ends—such as those dealing with payment, limits on liability, your duty to protect us, confidentiality, intellectual property, and governing law—will survive.

16. How to Reach Us

Hunter Compressor and Engine, LLC

Phone: (281) 516-9055

Email: hunter-compressor@huntercompressor.com

— End of Terms and Conditions —