

1. Introduction

Welcome to Hunter Compressor and Engine, LLC. These Terms and Conditions govern the sale of our products, parts, and services, as well as your use of our website and related materials. By placing an order or engaging with our services, you agree to the terms outlined here. Designed to ensure clarity and mutual understanding, this document establishes the rights, responsibilities, and limitations of both Hunter Compressor and Engine, LLC ("Seller") and you, the customer ("Buyer"). It covers payment terms, return policies, warranty disclaimers, and liability limitations. Please read these Terms and Conditions carefully before making a purchase or using our services. For questions or further clarification, contact us.

2. Definitions

The following terms are defined for clarity in this document:

"Buyer" refers to the entity purchasing products, parts, or services from the Seller, including its successors and permitted assigns.

"Seller" refers to Cooper Machinery Services, LLC, or its named affiliate or subsidiary signing the contract or purchase order, including its successors and permitted assigns.

"Products" include all equipment, materials, supplies, software, and other goods (excluding parts) sold under the contract.

"Parts" are spare or repaired components related to the products, as identified by the Seller in the contract.

"Services" encompass all services provided by the Seller under the contract, including technical assistance, training, repairs, and remote diagnostics.

"Contract" refers to the agreement between Buyer and Seller, including the purchase order, Seller's proposal, these terms and conditions, and any referenced documents.

"Non-Refundable" describes items or payments that cannot be reimbursed to the Buyer unless explicitly stated in the contract.

"Non-Returnable" describes items that cannot be returned to the Seller once delivered, except for proven defects covered under warranty.

"Non-Cancelable" refers to orders or items that cannot be canceled or modified by the Buyer after the purchase order is submitted and accepted.

"Consumable Goods" include items such as gaskets, O-rings, nuts, bolts, wear parts, and similar products that are consumed during operation and are not eligible for return or refund.

"Delivery" is the point at which products or parts are transferred to the Buyer per the applicable Incoterm (2020), at which time title and risk of loss pass to the Buyer.

"Made-to-Order Items" are products or parts manufactured or procured to meet the Buyer's specifications, subject to the non-refundable, non-returnable, and non-cancelable policy.

"Warranty Period" is the timeframe during which the Seller warrants that products, parts, or services will be free from defects, as specified in the contract.

"Applicable Law" refers to any law, statute, regulation, or administrative action of a competent authority that applies to the sale of products, parts, or services under the contract.

"Claims" include all claims, demands, liabilities, damages, judgments, fines, penalties, losses, costs, and expenses (including attorney fees) of any kind or character.

3. NON-REFUNDABLE, NON-RETURNABLE, NON-CANCELABLE POLICY FOR INTERNATIONAL

The Non-Refundable, Non-Returnable, Non-Cancelable Policy outlines the terms governing made-to-order items, consumable goods, and other specified products. Made-to-order items are manufactured to meet the buyer's unique specifications and are subject to strict policies due to their customized nature.

These items are non-refundable, meaning no refunds will be issued once the purchase is completed. They are also non-returnable, except in cases of proven defects covered under warranty, and non-cancelable, meaning that once the purchase order is submitted and accepted, it cannot be canceled or modified.

This policy applies to all custom orders, consumable goods, and other specified items, including gaskets, O-rings, nuts, bolts, wear parts, and similar consumables. It also includes non-stocked items or items specifically manufactured or procured for the buyer, as well as any product or part identified as NCNR (Non-Cancelable, Non-Returnable) at the time of quotation or order confirmation.

By submitting a purchase order for made-to-order or consumable items, the buyer acknowledges and agrees to these terms. The buyer is responsible for ensuring the accuracy of specifications and requirements before submitting the order, as changes cannot be accommodated after the order is placed.

The only exceptions to this policy are cases where the seller has explicitly agreed in writing to accept a return, refund, or cancellation, or where the product is found to be defective and covered under the applicable warranty terms.

4. Payment terms

The Payment Terms section outlines the conditions under which payments for products, parts, and services must be made by the buyer. Payment is due in full at the time the purchase order (P.O.) is submitted unless otherwise explicitly agreed upon in writing by the seller. Accepted payment methods include wire transfers to the seller's designated bank account, credit card payments (subject to a 5% surcharge for processing fees), and other pre-approved methods agreed upon in writing by the seller.

Payments must be made in U.S. Dollars (USD) unless otherwise specified in the contract. For certain orders, the seller may require the buyer to provide an irrevocable, unconditional letter of credit or other payment security issued or confirmed by a primary international bank acceptable to the seller. This security must remain valid until 90 days after the latest scheduled delivery or completion of services.

Payments for non-refundable, non-returnable, and non-cancelable orders, such as made-to-order items or consumable goods, are final and cannot be refunded unless explicitly stated in the contract.

5. Freight Terms

The Freight Terms section establishes the responsibilities and liabilities of both the Buyer and Seller regarding the shipment of products, parts, and services. Under Freight on Board (FOB) terms, all shipments are made from the Seller's facility, Hunter Compressor and Engine. Title and risk of loss transfer to the Buyer at the point of shipment, meaning the Seller's responsibility ends once the goods are loaded onto the carrier. From that point forward, the Buyer assumes all risks and costs associated with transportation, including freight, insurance, and any applicable duties or taxes.

The Buyer is responsible for selecting the carrier and shipping method. If no specific instructions are provided, the Seller reserves the right to choose the carrier and method, with all associated costs billed to the Buyer. Alternatively, the Buyer may arrange their own freight, provided they notify the Seller in advance and ensure timely coordination for pickup. Once the goods are shipped, the Buyer assumes all risks related to transport, including delays, damages, or losses during transit.

Upon receipt of the goods at the destination, the Buyer is required to inspect them. Any claims for loss or damage during transit must be filed directly with the carrier by the Buyer, as the Seller's responsibility for the goods ceases at the FOB point. This section ensures that the Buyer takes full responsibility for the goods once they leave the Seller's facility and provides clarity on the division of costs, risks, and responsibilities during the shipping process.

6. Return and Cancellation Policy

The Return and Cancellation Policy outlines the conditions under which products may be returned or orders canceled, as well as the associated fees and restrictions. To be eligible for a return, products must be in their original cartons, unopened, and unused. All returns are subject to inspection and approval by the Seller to ensure compliance with these conditions. Returns or

cancellations may incur fees, including either a restocking or cancellation fee equal to 25% of the purchase price or the costs incurred by the Seller as a result of the return or cancellation, whichever is greater, after a 30 day period.

Certain items are not eligible for returns or refunds. These include custom-made products or items manufactured to order, consumables such as gaskets, O-rings, nuts, bolts, and wear parts, as well as non-stocked or special-order products. Buyers must contact the Seller to initiate the return process and obtain approval. Approved returns must be shipped back to the Seller at the Buyer's expense unless otherwise agreed. This policy ensures clarity on the conditions, fees, and processes for returns and cancellations.

7. Export Compliance

The Export Compliance section outlines the obligations of both the Seller and the Buyer to adhere to U.S. and international export control laws and regulations. All products, parts, and services provided by the Seller are subject to laws such as the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and regulations administered by the Office of Foreign Assets Control (OFAC). The Buyer acknowledges their responsibility to ensure compliance with these laws when purchasing, using, or transferring the Seller's products, parts, or services.

The Buyer agrees not to export, re-export, or transfer any products, parts, or technical data provided under the agreement to any country, entity, or individual prohibited by U.S. export laws. Additionally, the Buyer must not use the products for military applications, nuclear activities, or weapons development without prior authorization from the relevant authorities. It is the Buyer's responsibility to obtain all necessary export licenses or authorizations required for the transfer or use of the products, parts, or services. The Seller disclaims liability for any delays, penalties, or legal consequences resulting from the Buyer's failure to comply with export regulations.

The Buyer also agrees to indemnify and hold the Seller harmless from any claims, penalties, or damages arising from the Buyer's failure to comply with applicable export laws and regulations. This indemnification ensures that the Seller is protected from any legal or financial repercussions caused by the Buyer's non-compliance.

8. Limitations of Liability

The Seller is not liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to loss of profits, revenue, business opportunities, data, or use of products, parts, or services. This also includes downtime, delays, or interruptions in business operations. The Buyer acknowledges that reliance on the Seller's products, parts, services, or information is at their own risk, and the Seller does not guarantee uninterrupted or error-free operation of its products or services. The Seller's total liability for any claims, damages, or losses arising from the agreement, whether in contract, tort, or otherwise, is limited to the total contract price paid by the Buyer for the specific product, part, or service giving rise to the claim. The Seller is not responsible for damages or losses caused by third-party actions, including unauthorized modifications, misuse, or improper installation of the products or parts. The remedies outlined in the agreement are the sole and exclusive remedies available to the Buyer, and the Seller is not liable for any claims or damages beyond those expressly stated in the agreement.

9. Force Majeure

The Force Majeure section specifies that the Seller is not liable for delays or failures to perform obligations due to events beyond its reasonable control, such as natural disasters, acts of God, wars, terrorism, civil unrest, strikes, government actions, and supply chain disruptions. In the event of such occurrences, the affected party must notify the other party in writing and provide details of the impact, making reasonable efforts to mitigate the effects and resume performance as soon as possible. If a force majeure event causes a delay, the time for performance will be extended by the duration of the event and additional time as needed to recover. If the force majeure event lasts more than 90 days and no revised terms for performance are agreed upon, either party may terminate the agreement with respect to the affected obligations upon 30 days' written notice.

10. Confidentiality

The Confidentiality section defines "Confidential Information" as any non-public, proprietary, or sensitive information disclosed by one party (the "Disclosing

Party") to the other (the "Receiving Party") in connection with the agreement. This includes business strategies, financial data, pricing, customer lists, technical specifications, trade secrets, and other intellectual property, as well as any information marked as "confidential" or that should reasonably be understood as such. Oral disclosures must be confirmed in writing as confidential within 10 days. Exclusions include information that becomes public without breach, was known to the Receiving Party before disclosure, is independently developed, or is disclosed by a third party without confidentiality obligations. The Receiving Party must use the information solely for fulfilling the agreement, protect it with reasonable care, and restrict access to those bound by confidentiality obligations. Unauthorized disclosure is prohibited unless required by law, in which case the Disclosing Party must be notified to seek protective measures. Upon termination or request, the Receiving Party must return or destroy all copies of the Confidential Information and certify the destruction. Confidentiality obligations survive for 10 years after the agreement's termination.

11. Governing Law and Dispute Resolution

The Governing Law and Dispute Resolution section establishes that the agreement is governed by the laws of the State of Texas, excluding conflict of law principles. Disputes must first be referred to mediation under the American Arbitration Association (AAA) rules, with both parties participating in good faith. If unresolved within 60 days, disputes proceed to binding arbitration under AAA rules. Arbitration will occur in Houston, Texas, in English, with arbitrators authorized to award any relief available in court, except punitive damages unless explicitly permitted. Each party bears its own costs for mediation or arbitration, while the mediator or arbitrator's fees are shared equally. Either party may seek emergency or injunctive relief in court at any time. The arbitrator's decision is final and binding, and judgment may be entered in any court with jurisdiction.

12. Modifications

The Modifications and Updates section grants the company the right to modify, amend, or update the terms and conditions at its sole discretion without prior notice. Any changes become effective immediately upon being posted on the company's website or communicated through other appropriate channels. Users are responsible for reviewing these updates periodically, and continued use of the company's services or products constitutes acceptance of the updated terms.

13. Contact Information

The Contact Information section provides details for inquiries or concerns related to the terms of use or other company policies. Users can contact the company via phone at (281) 516-9055 or email at hunter-compressor@huntercompressor.com. The company is available to assist with any questions or clarifications regarding its terms and policies.