

CHANGE, CANCELLATION, AND RETURNS CLAUSE

Change & Cancellation

Changes to any order that are requested by Buyer after order acceptance must be submitted in writing and are subject to written acceptance by an authorized representative of Hardy. Costs and/or delays resulting from such changes will be solely determined by Hardy and binding upon Buyer. Unilateral cancellation of a purchase order by Buyer will constitute a breach of contract and is subject to a cancellation/restocking charge. This charge will be a minimum of 30% of the purchase order value and a maximum of costs and commitments incurred by Hardy toward fulfillment of the order through the date of termination, as determined by Hardy. Hardy's performance is subject to approval of Buyer's credit and Hardy, with reasonable cause, may cancel or suspend performance of any order if Buyer fails to meet any of its obligations as provided herein.

Returns

No approval shall be granted for the return of Goods under any circumstances where the original invoice date for such Goods is more than one hundred eighty (180) days prior to the date that a request is made to Hardy for such approval. A minimum restocking of 30% of the purchase order value will be applied for all items returned. No credit will be issued for returned Goods where the net amount involved is less than \$100.00, or for special/nonstandard products. Once an RMA number is assigned, the product must be returned to Hardy within 30 days. For international customer only, if the return is being made via ocean transport, goods must be on the boat and in route to Hardy within 30 days.