

**Hurricane Man**  
2203 Industrial Blvd.  
Sarasota, Fl 33234  
(941) 355-4831 (800) 786-4058 Fax (941) 355-4962

**General Information terms and conditions**

The products offered in this catalog are fabricated, distributed, and shipped by Hurricane Man.

**Orders are fabricated and packed to individual specifications when received and are sold on a no-return basis. In the event of a cancellation, Buyer agrees to pay Hurricane Man for all costs, including material and labor incurred.**

**Contract:**

All offers, quotes, and sales by Hurricane Man are subject to the following terms and conditions of sale.

**Acceptance:**

A written order and acknowledgement shall constitute the contract between the Buyer and the Seller, and said Contract may not be amended or rescinded except by written agreement by both parties, referring expressly to this contract.

By taking delivery of products, Buyer agrees to these terms and conditions unless otherwise expressly agreed under separate written contract with Hurricane Man. The terms and conditions stated herein shall prevail over any different or additional terms and conditions proposed by Buyer and shall apply to the sale and shipment of any goods in response to Buyers order. Hurricane Man hereby objects to any different or additional terms and conditions, which may be proposed by the Buyer in any purchase order form or other document.

Title ownership to the merchandise shall remain with Hurricane Man until payment in full is received from the Buyer. Hurricane Man retains the right to repossess, and any other remedies provided by law in and for the state of Florida.

Seller cannot be held liable for loss or damage arising from delay in fulfilling or failure to fulfill any accepted order in accordance with its terms, where such delay or failure is caused by shortage of materials, delays in carriers, embargos, fires, floods, strikes, riots, wars, acts of God, or other causes beyond our control.

If an order cannot be completed due to causes beyond Hurricane Man's control, Hurricane Man retains the right to either cancel the uncompleted portion of the order or complete the order if and when this becomes possible. Buyer shall not have the right to withhold payment on delivered goods and/or services.

**Prices and Delivery:**

All quoted prices are subject to change without notice. Prices on accepted orders remain firm for a period of (30) days from the date of acceptance, provided final delivery occurs within that period. When suppliers advise us that a price increase is coming we will let you know so you can plan ahead. Prices do not include freight, packaging, and taxes. Quoted delivery dates are approximate.

**Sales Tax:**

Hurricane Man is required to charge applicable state and local tax unless you supply us with a resale tax number to be supplied to us. If you are out of state, or overseas no tax is required.

**Payment Terms:**

Terms of the sale are C.O.D. We require a deposit of ½ down before your order can be processed. The actual order date is the day we receive your deposit. Balance is due upon your picking up the materials. If we are shipping the product to you we must receive payment before sending it out. If you are paying by credit card there is a 3% up charge.

**Product Suitability:**

Many countries and counties have codes and regulations governing sales, construction, installation, and /or use of products for certain purposes, which may vary from location to location. While Hurricane Man attempts to assure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of a product, Buyer should review the product application and applicable codes and regulations to be sure that the product and use will comply with them.

**No Third Party Benefit:**

The provisions stated in the terms and conditions are for the sole benefit of the parties hereto and confer no rights, benefits or claims upon any person or entity not a party hereto.

**Full Agreement:**

These terms and conditions represent the total agreement of the parties, and all agreements entered into prior to or contemporaneously with the execution of this agreement, other than as provided herein, are excluded whether oral or in writing.

**Limited Liability:**

Hurricane Man's liability for any and all claims, charges, expenses, damages, losses and injuries arising out of or relating to its performance or breach of any agreement of goods and the manufacture, sale delivery, resale, repair or use of any goods shall not exceed the purchase price of said goods or replacement of said merchandise, whichever is lesser. This shall be Buyer's sole and exclusive remedy against Hurricane Man outside of the remedy provided for under Hurricane Man's warranty. In no event shall Hurricane Man be liable for incidental, special or consequential damages including acts of God.

**Inspection and Claims:**

All claims against Hurricane Man for shortages, must be made in writing to Hurricane Man within five (5) working days from the delivery, otherwise all claims are waived.

Hurricane Man shall not be liable for damage or loss of any material shipped to buyers when such damage or loss accrues after Hurricane Man has made delivery to a carrier, buyer or buyer's agent. The carriers are responsible for goods lost or damaged in transit. In case of loss or damage en route, consignee should immediately notify the carrier at the destination, in writing, in order to substantiate formal claim when presented by the consignee. Hurricane Man does not assume liability for consequential damages or delays and claims for labor will not be allowed. Buyer shall assert all claims for damages or losses in transit directly against the carrier.

**Shipment Damage:**

Merchandise that Hurricane Man ships are carefully packed in compliance with carrier requirements. Claims for loss or damage in transit must be made with the carrier by the customer. All shipments should be unpacked and inspected immediately upon receipt.

**Concealed Loss or Damage:**

If damage does not become apparent until shipment is unpacked, make a request for inspection by the carrier's agent and file a claim with the carrier.

**Visible Loss or Damage:**

Any external evidence of loss or damage must be noted on the freight bill or carrier's receipt and signed by the carrier's agent. Failure to do this will result in the carrier refusing to honor the claim.

**Risk of Loss:**

Full risk of loss, damage or destruction of the goods shall pass to Buyer upon delivery of the goods, to the carrier at the point of shipment or upon delivery at storage, whichever applies.

**Export and Import Licenses, Controls, Permits and Freight Forwarder:**

Buyer shall be responsible for obtaining and paying for any permits, licenses or other governmental authorization(s) necessary for the exportation from the U.S. or importation of his products to the designated country of importation, and it shall comply with all laws and regulations thereof. Buyer shall select and pay the freight forwarder who shall solely be the Buyer's agent. The freight forwarder's actions shall not be deemed authorized by, or binding upon Hurricane Man unless expressly agreed to by Hurricane Man. The Buyer and its freight forwarder shall be solely responsible for preparing and filing the Shipper's Export Declaration. At the request of Hurricane Man, Buyer agrees to provide copies of any export, shipping or import documents prepared by the Buyer or its agents related to Hurricane Man's sales to Buyer.

**Warranty:**

Hurricane Man warrants all supplied parts against defects in material and workmanship for a period of one (1) year from the date of sale with the following exceptions: (1) all electric motors are warranted by the manufacture and covered under their warranty for a period of 5 years. (2) All electronic components (automatic and radio control system components) are warranted by the manufacture for a period of 1 year. If any component does not function as intended during the warranty period, Hurricane Man will, at its option, repair the part or furnish a replacement part to the Buyer free of charge. Hurricane Man will not be liable for any labor costs that are incurred in the repair of materials. This warranty does not apply in cases of abuse, misuse, neglect, damage by fire, floods, acts of God, and any other form of casualty, misapplication or any defects due to faulty installation. Hurricane Man disclaims all other warranties, expressed or implied including, without limitation, the warranties of merchantability, fitness, burglar proof, and light blockage.

Hurricane Man makes every effort to use only the finest components available in its products. Hurricane Man therefore, reserves the right to discontinue and/or modify any product or component without incurring an obligation to modify existing products. In the event of a replacement pursuant to this warranty, Hurricane Man at its sole discretion may substitute a new item in place of the original defective one.

Any adjustment made under this warranty does not void the warranty nor does it extend the original period. Products serviced and/or replace during the warranty period carry only the unexpired portion of the original warranty period.

Any action against Hurricane Man shall be commenced within one year after the cause of action has accrued.

The parties herein acknowledge that Hurricane Man's corporate headquarters is located in Sarasota County, Florida, and herein agree and stipulate that Sarasota County shall be the county where venue most properly lies. If any action is brought to enforce this warrant or for damages or any other relief, the parties agree that such action must be filed in Sarasota County, Florida. In any litigation arising out of this agreement, the prevailing party shall be entitled to recover all costs, including reasonable attorney fees.

As a duly authorized representative of \_\_\_\_\_  
I certify that I have read and agree on behalf of the company to the warranty and terms and conditions printed on pages 1,2,3,4 of this form.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_