

Hydrasearch Legal Policies

Hydrasearch legal policies within this document are as follows:

- Privacy Policy
- Supplemental CCPA Privacy Notice for California Residents
- Cookie Policy
- Terms of Use
- Proposition 65 Warning
- Standard Terms and Conditions
- Limited Warranty Policy
- Return Policy

Hydrasearch Privacy Policy

This notice explains how we use personal information about you that we may collect when you visit our website (hydrasearch.com) or when you otherwise engage with us, such as by using our products or services.

If you have any questions about this notice, how we use your information or your privacy on our website, or if you wish to make a request regarding your rights as a data subject, please contact us at compliance@hydrasearch.com.

Who we are

Hydrasearch Company, LLC is a member of the Dixon Group, which is made up of The Dixon Group, Inc. and its subsidiaries. This website is operated by Hydrasearch Company, LLC, on behalf of the Dixon Group.

If you have any questions about your privacy, or wish to exercise your rights in relation to your personal data, please contact us at the details below:

Controller: Hydrasearch Company, LLC

Post: 203A Log Canoe Circle, Stevensville, MD 21666, United States

Email: compliance@hydrasearch.com

Phone: 1-833-976-1849 (Privacy #)

How we use your data

You may provide us with personal information when you or your business interact with us (such as if you use, enquire about or purchase our products or services), and we may collect further information about you online (e.g. through our website or social media) or through our correspondence with you.

You are not required by law or by any contract to provide personal information to us. However, if you fail to provide certain information to us when asked to, we may be unable to proceed with a service that you request.

Find out more about the purposes for which we use your data by clicking on the headings below. Each section explains the types of data we hold, the purposes for which we use it and our legal basis for using your data in that way.

Customer Relationships - Providing our Products and Services

We use personal information about you when providing our products and services, such as your identity and contact details, information about your relationship with us and any transaction and payment details.

In most cases, our contracts will be with the business that you represent, but we may hold this information about you personally if you are one of our contacts.

We use your information in this context in order to:

- Manage our customer accounts and relationships
- Provide you with information about your contract with us
- Provide you with information about our products
- Administer your orders, invoice and take payments
- Manage shipping, customs and logistics
- Handle customer refunds
- Verify your identity
- Deal with any complaints you may have
- Contact you about any changes that we make to our products

Legal Basis: If we have a contract with you personally, we need to use your information in these ways in order to perform our obligations under that contract. If our contract is with your business, we have a legitimate interest to use your information in this context in order to manage our customer relationships and contracts.

Supplier Relationships - Managing our Supply Chain

If you are (or represent) one of our suppliers, we use personal information about you in relation to your supply of products or services to us. This may include your identity and contact details, information about our relationship with you and any transaction and payment details.

In most cases, our contracts will be with the business that you represent, but we may hold this information about you personally if you are one of our contacts.

We use your information in this context in order to:

- Manage our supplier accounts and relationships
- Manage our procurement processes as well as shipping, customs and logistics
- Manage accounting and outgoing payments

Legal Basis: If we have a contract with you personally, we need to use your information in these ways in order to perform our obligations under that contract. If our contract is with your business, we have a legitimate interest to use your information in this context in order to manage our supplier relationships and contracts.

Events and Training

If you attend any of our events or training sessions, we may use personal information about you in the context of organising and hosting the event and its attendees.

This may include information about your identity and your contact details as well as information about your relationship with us (including any previous events you may have attended or your relationship with us as a customer or supplier).

Legal Basis: If we have a contract with you (for example if you have purchased a ticket to an event) then we need to use your information in this way to perform our side of that contract. Otherwise, we have a legitimate interest to use your information in this way in order to manage our events.

Promotions

We may use your personal information to send you information about products or services that we think may be of interest to you. This may include your identity and contact details as well as information about your relationship or any past transactions with us.

If you choose to subscribe to our marketing communications, you consent to us using your personal information to send you news, updates and promotions.

If you are an individual using your own personal email address and you are not an existing customer, we will not use your personal information for direct marketing purposes unless you give consent, for example, by opting-in to receiving these communications when you submit a contact form on our website.

In other circumstances, we may not require your consent in order to send you information about our products or services – for example, if we contact you at your business email address, or if you are an existing customer.

You can withdraw your consent to receiving these types of communications at any time by unsubscribing, either by using the links in the emails we send to you or by contacting us to request this. If we do not rely on your consent, you may still unsubscribe from these communications in the same way.

Legal Basis: In some circumstances, we rely on your consent in order to use your personal information for direct marketing purposes. In other cases where we do not require your consent, we have a legitimate interest to use your information in this way as it helps us to promote our products and services.

Improving our Business, Products and Services

We may use your personal information in order to manage and improve our business, products and services. For example, we may use your information in this context in order to:

- Review and improve our products and services
- Review and improve the performance of our systems (including IT and cybersecurity), processes and staff (including training and development)
- Monitor performance of customer and supplier accounts and generate internal reports and management information

We may use any of the personal information that we hold about you for these purposes, including your identity and contact details, information about your relationship with us and any transaction history, any correspondence or other engagements with you and information we collect online (for example through our website).

Legal Basis: We have a legitimate interest to use your personal information in this way as it helps us to improve our business and provide better products and services to our customers.

Operating our website and online services

We may use your personal information in order to operate, maintain and improve our website and other online services. This may include information about your use of our website (including content you view, links you follow and the device and browser you use), your IP address and other identifiers, your general location and any login credentials.

We may use your information in this way in order to:

- Improve our website to ensure that content is presented in the most effective manner for you and for your device
- Monitor and improve our website performance
- Monitor the effectiveness of advertising or marketing campaigns
- Maintain the security and integrity of our website and online systems

Legal Basis: We have a legitimate interest to use your personal information in this way in order to effectively operate, maintain and improve our website and online services.

Contacting You

We use your personal information in order to correspond with you, whether by phone, email, post or online (for example through our website or social media accounts).

This may include your identity and contact details, as well as information about your relationship with us, any transaction history and any other personal information that you choose to provide to us.

Legal Basis: We have a legitimate interest to use your personal information in this way in order to communicate effectively with our customers, suppliers and other contacts.

Other Purposes

We may use your personal information in other circumstances where it is reasonable to do so. For example, we may need to use your information in order to:

- Meet our legal obligations
- Detect or prevent fraud or other criminal activity
- Protect the vital interests of you or another person
- Handle an emergency situation
- Bring, defend or investigate legal claims

We will always use your data fairly and legally and, where we intend to use your data for any purpose that is not compatible with the purposes explained in this notice, we will contact you to explain this.

Who we share your data with

We share your personal information with our staff so that we can provide our products and services and manage our business. We may share your personal information with other companies within the Dixon Group, including in other locations around the world, for administrative purposes.

We only share your personal information with third parties where it is reasonably necessary as part of managing our business and providing our products and services.

Expand the heading below to see who we share your data with and why:

Recipients

- Customer Relationship Management (CRM) platforms including **HubSpot** to help us manage our customer and supplier relationships.
- Enterprise Resource Planning (ERP) software providers including **Infor**, to help us manage business resources and processes.
- Learning Management Systems including **Brainier**, for training and development.
- Customs brokers, freight forwarders, couriers and other service providers for managing logistics and shipping.
- Banks and payment service providers, to handle incoming and outgoing payments and the secure storage of sensitive financial details.
- Service providers of IT infrastructure and support, to help us effectively manage, maintain and troubleshoot our IT systems.
- Government Departments, where necessary for our legal, tax or other compliance obligations.
- Website developers and hosting providers and other cloud storage providers.
- Service providers of software platforms for administrative or productivity purposes.

We always aim to ensure that your data is stored securely with reputable third-party providers, and we comply with all legal requirements in respect of the overseas transfer of personal data. Where any data is subject to the UK or EU GDPR, we always ensure that appropriate safeguards are in place if this data is transferred to another country, which may include the use of standard contractual clauses issued by the UK Government and EU Commission.

How long we keep your data

We keep the personal information that we hold about you for as long as reasonably necessary for the purposes for which we collect it, or for as long as we are legally required to hold it.

Where we have an ongoing relationship with you, such as if you are a customer or supplier or we provide any service to you, we will retain your information for the duration of that relationship. We may also retain your information for a certain period of time after this for the purposes of auditing, record-keeping, compliance or handling legal claims.

Information collected via our website or otherwise generated through web services (including advertising) may be held for as long as necessary for legitimate business purposes.

Your Rights (UK and EU)

If you are based in the UK or EU, you have a number of rights available to you in respect of your personal information, which are explained below.

Some of these rights only apply in certain circumstances, and these legal rights may not be available in other locations (including in most US states). If you wish to exercise any of these rights, please contact us at compliance@hydrasearch.com.

The right of access

The right of access allows you to obtain information about how we collect and use your personal data (including information about any disclosure, sharing or sale of your data), as well as copies of the information that we hold.

The right to rectification

The right of rectification allows you to request that we update or correct information that we hold about you, if it is incorrect or outdated.

The right of erasure (the right to be forgotten)

The right of erasure (also known as the “right to be forgotten”) allows you to request that we delete some or all of the information that we hold about you. This right is only available in certain circumstances, including where:

- we no longer need the data for the purpose it was collected for;
- we rely on your consent, and you withdraw that consent;
- you object to our use of your data (see “The right to object” below) and there are no overriding reasons for us to continue holding that data;
- we have used your data unlawfully; or
- there is a legal requirement to erase your data.

If you request erasure of your information in circumstances other than those above, we may not be able to comply with your request (for legal or administrative reasons).

The right to object

You have the right to object to our use of your information:

- where we rely on our legitimate interests as our legal basis; or
- where we use your information for direct marketing purposes.

Please see “How we use your data” above for more information about the circumstances where we rely on a legitimate interest as our legal basis for using your information. If you object to our use of your information, we will stop that use unless there is a compelling, legitimate reason for us to continue.

If you object to our use of your information for direct marketing purposes, we will stop using your data in this way.

The right to restriction of processing

You have the right to request that we stop using your information (but still retain it) in the following circumstances:

- you tell us that the information is inaccurate (until we can verify its accuracy);
- we have used your information unlawfully (but you do not wish us to delete it);
- we no longer need the information for the purpose it was collected for, but we still need it in connection with a legal claim; or
- you have objected to our use of the data (see “The right to object” above), while we review your objection.

The right to data portability

You have the right to request that we transfer your information (in a commonly used electronic format) to another organisation.

The right to withdraw consent at any time

In any circumstances where we rely on your consent to use your information, you have the right to withdraw that consent at any time and for any reason. If you do, we will stop using your information in that context.

Your rights relating to automated decision making

You have the right not to be subject to decisions made solely by automated means (e.g. by a software algorithm) which may produce significant effects for you.

We do not use automated decision-making to make any significant decisions about you. If you have any concerns or questions about this, please contact us at compliance@hydrasearch.com.

Complaints

If you are based in the UK or EU, you have the right to lodge a complaint with the national data protection supervisory authority. For example, in the UK, complaints may be submitted to the Information Commissioner's Office (www.ico.org.uk/make-a-complaint).

This process may not be available to you if you are based outside the UK or EU, including in the US. However, if you wish to make a complaint about our use of your information, please contact us at compliance@hydrasearch.com and we will handle it through our internal complaint procedures.

California Privacy Rights Act (CPRA)

California state law requires us to provide information in a certain format to Californian residents about our collection and use of your data (for the purposes of the California Privacy Rights Act).

This section sets out additional information we are required to provide under the CPRA.

Your Rights

Under the California Privacy Rights Act you have the following rights in respect of your personal information. Please note that these rights are only legally available to California residents.

The right to know what personal information is sold or shared

You have the right to request information about:

- The categories of personal data we collect.
- The categories of personal data that we sell or share with third parties, and the corresponding categories of third party recipients.
- The categories of personal data that we disclose to third parties for specific business purposes, and the corresponding categories of third party recipients.

The right of no retaliation

You have the right not to be discriminated against or otherwise subject to any retaliation as a result of you exercising any of your rights under data protection and privacy laws. This means that we will not treat you any differently because you have exercised these rights.

Categories of personal information collected

We collect the following specified categories of personal information (as listed in CPRA §1798.140):

- Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers.
- Personal data as described in §1798.80(e) - any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.
- Characteristics of protected classifications under California or federal law.
- Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website application, or advertisement.
- Geolocation data.
- Audio, electronic, visual, thermal, olfactory, or similar information.
- Professional or employment-related information.
- Non-public education information.
- Inferences drawn from any of the information identified in this subdivision to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

We also collect the following specified categories of sensitive personal information (as listed in CPRA §1798.140):

- Personal data that reveals your social security, driver's license, state identification card, or passport number
- Personal data that reveals your account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account
- Personal data that reveals your precise geolocation
- Personal data that reveals your racial or ethnic origin, religious or philosophical beliefs, or union membership
- Personal data that reveals the contents of your mail, email, and text messages (except where we are the intended recipient of the communication)
- Personal data that reveals your genetic data
- Personal data that reveals your citizenship or immigration status
- Information about your health
- Information about your sex life or sexual orientation

Our business purpose

We may collect personal information about you for the following specified business purposes, as defined in the CPRA. Please see "How we use your data" above for more detailed information about how we use your personal information.

- Auditing related to counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards.
- Helping to ensure security and integrity to the extent the use of the consumer's personal information is reasonably necessary and proportionate for these purposes.
- Debugging to identify and repair errors that impair existing intended functionality.
- Short-term, transient use, including, but not limited to, non-personalized advertising.
- Performing services on behalf of the business, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the business.
- Providing advertising and marketing services, except for cross-context behavioural advertising.
- Undertaking internal research for technological development and demonstration.
- Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the business, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by the business.

Selling and sharing personal information

Under the CPRA:

- "Selling" personal information means a transaction whereby personal information is exchanged for monetary or other valuable consideration.
- "Sharing" personal information means disclosing or otherwise making personal information available to a third party for the purposes of for cross-context behavioural advertising.

We do not (nor have we done at any time since January 1, 2022) sell or share your personal information in these ways.

Changes to this notice

If we intend to use your information in ways that are not explained in this notice, we will either contact you first to explain this (in ad-hoc cases) or we will update this notice to explain the new use of your information.

This notice will be reviewed on at least an annual basis and this page will be updated with any changes to this notice. If you have questions about how we use your information or if you wish to see the most up-to-date information, we recommend that you check the latest version of this notice.

This notice was last updated on October 17, 2023.

Hydrasearch Cookie Policy

Our website uses cookies to enhance site navigation, analyze site usage, and assist in our marketing efforts. This policy explains how and in what ways we use cookies on our websites. **Please read it carefully and ensure that you understand it.**

Your acceptance of this policy is deemed to occur when you press the “I Accept” button on our cookie policy popup that appears when you visit our site. You may choose to refuse to accept cookies by activating the appropriate setting on your browser. Please see the ‘**You decide which cookies we use**’ section of this policy, below, for information about how to do this.

What are cookies and how do we use them?

A cookie is a small text file that is sent by a website to your browser and stored on your computer or device. Among its uses, cookies allow website operators to accumulate useful information, such as whether a user has visited the site before, and to show more relevant or personalized information when using the site.

We use cookies to help with the functioning and operation of our website, to recognize you and help us provide you with better and more relevant service, to maintain the site’s integrity and security, and generally to facilitate the purposes identified in our Privacy Policy. This may include, for example, tracking how people use our website, and collecting information about the devices used when visiting the site. They also allow us to personalize your experience by recording information about your transactions, settings, and preferences during and across your visits.

We may also use certain other technological tools on our website that perform similar or related functions, such as web beacons, tags, and pixels (sometimes also referred to as clear gifs, pixel tags, and single-pixel gifs). For ease of reference, in this Policy we also refer to these technologies using the term “cookies.”

Your control over cookies

We strive to provide you with choices regarding the personal information you provide to us. You can change your browser cookie preferences at any time through your browser settings. You may find out more about how to do this using common browsers at the following links:

- [Chrome](#)
- [Firefox](#)
- [Safari](#)
- [Opera](#)
- [Internet Explorer](#) and [Microsoft Edge](#)
- [Adobe Flash](#)

Many browsers also provide information about how to manage cookies in their “Help” sections.

Please bear in mind that if you don’t allow us to use certain cookies it may limit your use or access to certain parts of our website or result in a loss of some features or functionality which degrades your experience.

What Cookies Does Our Site Use?

We use both persistent cookies (which expire on a specified date) and session cookies (which expire when you close your browser). The cookies used on this website have been categorized based on definitions given in the ICC UK Cookie Guide, as follows:

- Strictly necessary cookies. These are cookies that are required for the operation of our website. They are sometimes referred to as “required cookies.”
- Analytical/performance cookies. These cookies allow us to track and analyze the use of the website such as to recognize and count our website’s visitors and to see how visitors use and move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users can find what they are looking for easily. For example, we use Google Analytics performance cookies to provide anonymous statistics on how our site is used. Some of our performance cookies may be managed by third parties.
- Functionality cookies. These cookies are used to recognize you when you return to our website. This enables us to personalize our content for you, greet you and remember your login details and/or preferences (for example, your choice of language or region – or your cookies and marketing preferences).
- Targeting cookies. These cookies record your visit to our website, the pages you have visited and the links you have followed. They may be used to display relevant information or adverts to you based on the pages that you visit.

Please note that certain approved third parties (including, for example, providers of web traffic analysis services such as Google Analytics) may also use cookies (alone or in conjunction with other technologies), over which we have no control. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

The following chart lists the cookies that may be placed on your computer or device when using our website:

Cookie	Purpose	More Information
Google Analytics	We use Google Analytics to measure user interactions with our website, record information about the pages that have been seen as well as other interactions with elements within that content.	These cookies have a duration of up to 2 years. Please visit https://support.google.com/analytics/answer/6004245 , under the heading "Google Analytics Cookies", to find out more information about how Google uses your personal data.

Changes to this Cookie Policy

We may alter this cookie policy at any time. Any such changes will become binding on you on your first use of our site after the changes have been made. You are therefore advised to check this page from time to time. In the event of any conflict between the current version of this cookie policy and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

Further Information

There is lots of information about cookies available online. For more information about cookies generally, visit allaboutcookies.org.

If you would like to know more about how we use cookies, please contact us at compliance@hydrasearch.com or by mail at 1 Dixon Square, Chestertown, Maryland 21620 USA.

For more information about our practices regarding privacy, data protection, and our terms and conditions, please review the Privacy Policy and Terms of Use as outline previously on this page.

Hydrasearch Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE

Hydrasearch Company, LLC and/or its affiliates (“Hydrasearch”, “We” or “Us”) provides this website and related sites We provide under the hydrasearch.com domain, and their associated features, products, services, and functionality (collectively, the “Hydrasearch Site”) subject to the following terms and conditions (“Terms of Use”).

By accessing or using the Hydrasearch Site, or by clicking or otherwise indicating your agreement when this option is made available to you (whether you are using the site as a guest or as a registered user), you accept and agree to be legally bound by the Terms of Use. If you do not agree to the Terms of Use, you must not access or use the Hydrasearch Site.

The Hydrasearch Site is a business-to-business site intended and offered only for use by customers or potential customers, suppliers, partners or employees of Hydrasearch, with requisite authority and legal capacity to form a binding contract with Hydrasearch and meet this requirement. If you do not meet these requirements, you must not access or use the Hydrasearch Site.

Online Orders. All purchases, orders and other transactions through the Hydrasearch Site or resulting from your visits, are governed by the rules, policies, guidelines, warranties, and other terms and conditions that are specific to such transactions (“Transaction Terms”). You agree to comply with the Transaction Terms and agree that the Transaction Terms will have priority and control with respect to the corresponding transaction.

Changes to these Terms of Use. We may revise and update these Terms of Use (or any Transaction Terms) from time to time in our sole discretion. All changes are effective immediately when We post them and apply to all access to and use of the Hydrasearch Site after posting. Your continued use of the Hydrasearch Site following the posting of revised terms means that you accept and agree to the changes. We advise that you periodically check the Hydrasearch Site so you are aware of any changes, as they are binding on you. If you do not agree to any revisions, you must not continue to use the Hydrasearch Site.

Privacy. Our Privacy Policy found in another link on our website describes our privacy practices and also applies to your use of the Hydrasearch Site. The Privacy Policy supplements and is a part of the Terms of Use.

Intellectual Property. The Hydrasearch Site and its contents, features and functionality (including without limitation, the information, text, graphics, images, audio, video, catalogs, inventory, and the selection, design, look-and-feel, and arrangement) (collectively, the “Hydrasearch IP”) are the property of Hydrasearch and its licensors, and/or the providers of such materials, and are protected by US and international copyright, trademark, patent, and other intellectual property or proprietary rights laws. Hydrasearch IP is made available solely for and in connection with your authorized, lawful use of the Hydrasearch Site, and Hydrasearch IP may not be copied, stored, distributed, modified, displayed, performed, republished, excerpted, or otherwise used or exploited for any purpose, including by the creation of any derivative works. All rights not granted expressly are reserved.

The Hydrasearch Site contains trademarks, service marks, logos, and other marks owned by Hydrasearch or third parties (“Trademarks”). All Trademarks used on the Hydrasearch Site are the property of Hydrasearch or the respective owner(s), and use shall inure to the benefit of Hydrasearch and/or the respective owner.

Security and Responsibility for Your Account. You agree that you are solely responsible for your own security in using the Hydrasearch Site, and for implementing any precautions you consider to be necessary or appropriate for your use of the Hydrasearch Site. You agree to provide and to maintain correct, current, and complete information for any registration or account that you may establish with Hydrasearch. You are further solely responsible for assuring the security and confidentiality of your account information, including the security and confidentiality of your passwords. It is your responsibility to notify Hydrasearch immediately and to take appropriate action under the circumstances if you know or suspect that there is any breach of your account.

For any account you establish for or use with Hydrasearch or the Hydrasearch Site, you must complete the registration process by providing Us with current, complete and accurate information as provided in the applicable registration form. You agree that Hydrasearch is the sole owner of the information collected via the Hydrasearch Site. Furthermore, you are entirely responsible for any and all purchases, transactions, orders, and other activities that occur under or using your account.

User Contributions. The Hydrasearch Site may contain features or functionality allowing you to interact with Hydrasearch, including but not limited to message boards, chat functionality, forums, and messaging (“Interactive Services”), or to post, submit or otherwise transmit content or materials (“User Contributions”). All User Contributions must comply with these Terms of Use and other acceptable use policies of Hydrasearch, as such may be posted from time to time. Any User Contribution you post to the site will be considered non-confidential and non-proprietary, regardless of whether it is marked or designated as confidential. By providing any User Contribution on the Hydrasearch Site, you grant Us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings. By providing a User Contribution, you represent and warrant that:

1. You own or control all rights in and to the User Contribution and have the right to grant the license granted above to Us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
2. The User Contribution complies with these Terms of Use.

User Contributions are not verified or approved by Us. The views expressed by other users on the Hydrasearch Site do not represent our views or values. If you wish to complain about content uploaded by other users, please contact us at compliance@hydrasearch.com.

You are responsible for any User Contributions you submit or contribute, and you, not Hydrasearch, have full responsibility including for its legality, reliability, accuracy, completeness, currency, and appropriateness. Hydrasearch is not responsible or liable to any third party for any User Contributions.

Do not send to Hydrasearch any confidential or proprietary information through the Hydrasearch Site. Any information or material sent to Hydrasearch will NOT be treated as confidential. You also agree that Hydrasearch is free to use any ideas, concepts, know-how, or techniques that you send Us for any purpose. However, We will not release your name or otherwise publicize the fact that you submitted materials or other information to Us unless: (a) We obtain your permission to use your name, or (b) We first notify you that the materials or other information you submit to a particular part of the Hydrasearch Site will be published or otherwise used with your name on it; or (c) We are required to do so by law.

Termination of Access. Hydrasearch reserves and shall have the right to terminate or limit your access to any or all of the Hydrasearch Site, for any reason, without liability. Without limiting the preceding, any violation of these Terms of Use shall automatically terminate your authorization to use or to access the Hydrasearch Site.

Disclaimer of Warranty. THE HYDRASEARCH SITE, INCLUDING WITHOUT LIMITATION ALL CONTENT, INFORMATION, PRODUCTS, AND SERVICES MADE AVAILABLE TO YOU VIA THE HYDRASEARCH SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

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YOU AGREE THAT HYDRASEARCH'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE HYDRASEARCH SITE AND ITS USE SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES INCURRED, NOT TO EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID FOR THE TRANSACTION OR SERVICE DIRECTLY GIVING RISE TO THE DAMAGE.

THE PRECEDING LIMITATIONS AND EXCLUSIONS OF LIABILITY APPLY TO ALL TYPES AND CAUSES OF ACTION, INCLUDING FOR BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY, RELIANCE, NEGLIGENCE, AND OTHER TORTS, TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

We do not exclude or limit in any way our liability to you where or to the extent it would be unlawful to do so, including regarding limitations or exclusions of liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation where the law prohibits such limitations or exclusions.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Transaction Terms.

Additional Acknowledgement. If you are a business user, without limiting any of the preceding, for the avoidance of ambiguity or doubt, we exclude all implied conditions, warranties, representations or other terms that may apply to the Hydrasearch Site or any content on it. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (i) use of, or inability to use, the Hydrasearch Site, (ii) use of or reliance on any content displayed on the Hydrasearch Site, or (iii) loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

Indemnity. You agree to defend, indemnify, and hold harmless Hydrasearch, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Hydrasearch Site, including, but not limited to, your User Contributions, any use of the Hydrasearch Site's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Hydrasearch Site.

Governing Law and Jurisdiction. All matters relating to the Hydrasearch Site and to these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by, enforced, and construed in accordance with the internal laws of the State of Maryland, USA, without giving effect to any choice or conflict of law provision or rule.

If a court of competent jurisdiction holds that the preceding choice of governing law is unenforceable for any reason, then you and We agree that all matters relating to the Hydrasearch Site and to these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by, enforced, and construed in accordance with the internal laws of the United Kingdom.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Hydrasearch Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Maryland, USA, in each case located in the City of Baltimore, although We reserve and retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence, incorporation, or any other relevant jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. **You and Hydrasearch each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.**

Arbitration. At Hydrasearch's sole discretion, We may require you to submit any disputes arising from these Terms of Use or use of the Hydrasearch Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Maryland law.

Waiver and Severability. No waiver by Hydrasearch of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Hydrasearch to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent consistent with applicable laws and giving effect to the maximum extent reasonably possible to the original provision, such that the remaining provisions of the Terms of Use will continue in full force and effect.

Geographic Restrictions. Access to the Hydrasearch Site may not be legal by certain persons or in certain countries. If you access the Hydrasearch Site from outside the United States, you do so on your own initiative and are solely responsible for assuring your compliance with local laws.

Hydrasearch Proposition 65 Warning

IMPORTANT NOTICE

Dear Distributor:

Because you are a company that may sell or distribute Hydrasearch Company, LLC ("Hydrasearch") products to California consumers or to other persons or entities that may sell such items to California consumers, Hydrasearch is obligated to notify you of the following:

Hydrasearch is in compliance with the California Safe Drinking Water and Toxic Enforcement Act of 1986 and its supporting regulations ("Proposition 65"). Accordingly, Hydrasearch will defend and indemnify our customers if there is a claim made under Proposition 65 for listed chemicals being contained in its products, so long as our customers provide the warning per the instructions below. Hydrasearch provides warnings that comply with the current Proposition 65 regulations.

All Hydrasearch products are shipped in cartons with the following warning:

"  **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov."

If you sell or distribute Hydrasearch products to California consumers, or to other persons or entities that may sell such items to California consumers, in quantities fewer than a full carton, you must provide this warning to each customer, either by labeling each unit with the above warning, or by another method.

If you would like more information about the chemicals contained in Hydrasearch products, please visit our website at www.hydrasearch.com. Many product display pages contain information about the chemicals contained in our products.

Hydrasearch products made of brass may not be sold to California consumers unless such fittings either contain less than 300 ppm of lead when analyzed pursuant to the EPA test method 3050B or equivalent or are sold or distributed with a clear, reasonable and conspicuous warning. So long as it is prominently displayed on the product or the packaging of the product, the above warning complies.

For internet sales, there must be a warning message displayed by a clearly marked hyperlink on the product display page or other prominent method to the purchaser before the purchaser completes the purchase of the product.

There are significant penalties associated with failure to comply with Proposition 65 requirements. Should you need further explanation or assistance in complying with this notice, please do not hesitate to **contact us at compliance@hydrasearch.com**.

Regards,



Hazen S. Arnold IV
General Manager

Standard Terms and Conditions of Sale

1. **Definitions.** In these terms and conditions the following words shall have the meanings ascribed to them.

“Company” - Means Hydrasearch Company, LLC.

“Customer” - The person, firm or company to whom the Order is addressed.

“Goods” - The goods and/or services described in the Order.

“Order” - The order placed by the Customer with the Company for the supply of the Goods.

“Premises” - The place(s) nominated in the Order where the Goods are to be delivered.
2. **Governing Provisions.** This writing is an offer by Company to sell the Goods described herein to the Customer, subject to the terms and conditions set forth herein.
 - A. No additions, amendments or modifications to these terms and conditions shall be binding upon the Company unless made in writing and signed by an authorized representative of the Company; and
 - B. These terms and conditions supersede any other terms and conditions appearing elsewhere and shall prevail over and exclude any course of dealing established between the Company and the Customer and any other terms and/or conditions stipulated or incorporated or referred to by the Customer or his agent or any third party whether in the quotation or Invoice or form of acceptance or in any other negotiation; and
 - C. It shall be a pre-condition of the Company entering into any agreement to sell any of the Goods that such agreement be made subject to these terms and conditions; and
 - D. The signing by the Company of any of the Customer’s documentation shall not imply or be deemed to imply any modification of these terms and conditions or an acceptance of the Customer’s documentation or any terms and/or conditions contained therein; and
 - E. Company’s failure to object to conflicting or additional terms will not change or add to the terms and conditions herein.
3. **Acceptance of Order.**
 - A. **The Order constitutes the Company’s offer to the Customer and shall become a binding Contract (the “Contract”) upon the terms and conditions set forth herein upon acceptance by either the Customer acknowledgment or commencement of performance.**
 - B. All Orders from Customer are subject to acceptance by Company.
 - C. All Orders must identify the Company’s part number, Goods description, unit quantities, applicable prices and requested delivery dates of the Goods being purchased.
 - D. Any terms and/or conditions (including prices and delivery dates) proposed by the Customer in accepting the Company’s offer, which are inconsistent with or in addition to the terms and conditions herein set forth, shall be void and of no effect unless and to the extent expressly accepted in writing by the Company.
4. **Changes or Cancellations.**
 - A. No Order may be canceled or altered by Customer except upon terms and conditions acceptable to Company, as evidenced by Company’s written consent.
 - B. Customer has no right to cancel Order for convenience.
 - C. Customer may only cancel Order for Company’s material breach if Company, after written notice, fails to cure within thirty (30) days of receipt of such notice.
 - D. Any cancellation of an Order by Customer must be in writing. In the event of a cancellation by Customer or Company for any reason other than a material breach by Company that Company fails to cure, Customer shall pay Company cancellation charges consisting of the amount, if any, specified on the Company’s quotation or Order acknowledgment or, if no such amount is so specified, an amount equal to all of Company’s costs and expenses incurred in connection with Company’s performance (including without limitation labor, material, and overhead), all costs and expenses incurred as a result of the cancellation, any of Company’s other incidental damages, and Company’s expectation damages.
 - E. Regarding any breach by Customer hereunder, Company reserves all rights and remedies available hereunder, in equity or at law.
 - F. Company may, in its sole discretion, elect to reduce or waive such cancellation charges. No such waiver or reduction in any case shall affect Company’s right to impose such charges in any subsequent case.
 - G. Company may designate certain Goods as non-cancelable, non-returnable and the sale of such Goods shall be subject to any special terms and conditions contained in Company’s Order Confirmation, which shall prevail and supersede any inconsistent terms and conditions contained herein or elsewhere.
5. **Prices and Delivery.**
 - A. Prices and product design are subject to change at any time without notice.
 - B. Price quotations shall automatically expire in thirty (30) days from the date issued, or as otherwise stated in the quotation.
 - C. Prices that are acknowledged on an Order are current prices. “Hold for Release” Orders will be billed at the prices in effect at the time of release of Order.
 - D. Company will deliver the Goods within a reasonable time after receiving Customer’s Order, subject to their availability. The delivery date provided by Company for the Goods is only an estimate and is based upon prompt receipt of all necessary information from Customer. If Customer causes Company to delay shipment or completion of the Goods, Company will be entitled to any and all extra costs and expenses resulting from the delay. Company will not be liable for any delays, loss, or damage in transit, and failure to deliver within the time estimated will not be a material breach of contract on Company’s part.
 - E. Unless otherwise agreed in writing by the Company, Company will deliver the Goods at the location specified in the Order Confirmation (the “Delivery Location”), using Company’s standard methods for packaging and shipping.
 - F. Customer will take delivery of the Goods at the Delivery Location. If Customer fails to take delivery of the Goods, Customer will pay Company for the Goods and all storage and/or transportation expenses incurred by Company.
 - G. Company may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer unless otherwise written on the Customer Order. Each shipment will constitute a separate sale, and customer will pay for the units shipped whether the shipment is in whole or partial fulfillment of Customer’s Order.
 - H. Customer is responsible for obtaining any import licenses and other consents required for Goods shipment at its own expense, and will provide the licenses and consents to the Company before shipment.
 - I. All Goods shipped FOB-origin (Company’s Facility, Stevensville, MD), unless otherwise agreed to by Company.
6. **Taxes and Other Charges.**

Any manufacturer’s tax, sales tax, excise tax, value-added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer shall be paid by Customer in addition to the prices quoted or invoiced. In the event the Company is required to pay any such tax, fee or charge, Customer shall reimburse Company therefor.
7. **Risk of Loss.**

Title and risk of loss and/or damage passes to the Customer upon delivery of the Goods to the carrier (see 5I).
8. **Payment Terms.**
 - A. Unless otherwise set forth in the Order Confirmation, Customer will pay all invoiced amounts within thirty (30) days following the date of Company’s invoice, without offset or deduction.
 - B. Invoices are payable in U.S. funds unless otherwise noted.
 - C. Payment may be made by check, money order, credit card or wire transfer (all fees are the responsibility of the Customer).
 - D. On any past due invoice, Company may impose interest at the rate of one and one half percent (1.5%) per month. If Customer fails to make each payment when it is due, Company reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all Orders in which Company has extended credit to Customer. In the event of default by Customer, Company shall be entitled to costs, fees and expenses, including but not limited to recovery of attorney’s fees, court costs and fees, and collection costs.
 - E. Company may suspend the delivery of any Goods if Customer fails to pay any amounts when due and the failure continues for 15 days following Customer’s receipt of notice thereof. Customer may not withhold payment of any amounts due and payable as a set-off of any claim or dispute with Company, regardless of whether relating to Company’s breach, bankruptcy, or otherwise.
9. **Limited Warranty**
 - A. Company warrants its Goods against defects in material and workmanship for one (1) year from the date of invoice.

Standard Terms and Conditions of Sale

B. Without charge to Customer, the Company will, as its option, either repair or replace any properly installed Goods that are the subject of a valid warranty claim, provided that the Company receives written notice of such warranty claim prior to the expiration of the limited warranty period set forth below (see 11A). If repair parts or replacement Goods are not available, comparable Goods may be substituted at the Company's discretion. The foregoing remedies constitute Customer's sole and exclusive remedies for any valid warranty claim hereunder. The foregoing limited warranty covers only those Goods that are manufactured by the Company and does not extend to Third Party Goods (regardless of whether they are expressly identified as such), nor does it extend to transportation, installation, or replacement services or charges incurred by Customer.

C. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.**

D. Company's limited warranty ceases to apply and will be void if: (i) the Goods have been altered or modified in any way; (ii) the defect or failure is attributable to abnormal site or operating conditions; (iii) the Goods are damaged by abuse, fire, explosion, lightning, flooding, or other acts of God; or (iv) the uninstalled Goods have been stored in an unsuitable location. In addition, Company makes no warranties with respect to, and Customer assumes full responsibility for, all handling of the Goods after delivery, all quality control and testing of the Goods, and all determination of suitability of the Goods for their intended application or use. Upon Company's acceptance of a valid warranty claim, Customer shall return the defective Goods to Company, transportation prepaid.

10. Limitation of Liability; Indemnification.

A. The Company's liability with respect to breaches of warranty shall be limited as provided in Section 9 hereof. With respect to other breaches of this Contract, the Company's liability shall in no event exceed the Order price.

B. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT, ON ANY TYPE OF STRICT LIABILITY THEORY OR ANY OTHER THEORY OF LIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PENALTIES (INCLUDING ADMINISTRATIVE PENALTIES), SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, LOSS OF USE OF GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, FACILITIES, SERVICES, LABOR OR SALARIES, DOWNTIME, SHUT-DOWN OR SLOWDOWN COSTS, SPOILAGE OF MATERIALS, OR FOR ANY OTHER TYPE OF ECONOMIC LOSS.**

C. All the limitations and disclaimers contained in this paragraph and in the rest of this Contract shall apply to claims of Customer's clients or any third party asserted by Customer against Company for indemnity or contribution, as well as direct claims of Customer against Company. Customer shall indemnify Company, and its parent company, their respective subsidiaries, affiliates, successors, and assigns and their respective directors, officers, and employees from and against any and all losses, liabilities, damages, and expenses (including, without limitation, attorneys fees and other costs of defending any action) which Company may incur as a result of any claim by Customer or others (including damage to property or injury or death to persons) arising out of or in connection with the Goods sold hereunder and based on Goods defects or failures not proved to have been caused solely by Company's negligence or, in the event of resale, by virtue of Customer's failure to properly disclaim all implied warranties and consequential damages.

11. Claims.

A. All claims for defective or damaged Goods or deficient Orders must be made by Customer in writing fully setting forth the nature of the alleged claim within thirty (30) days after receipt thereof by Customer.

B. Photographic evidence is required for all claims.

C. Customer's failure to so notify Company shall constitute irrevocable acceptance of the Goods and a waiver of any defect, damage, or shortage.

D. Claims for damage or loss in transit must be made by Customer directly against the carrier.

12. Returns.

A. Goods may be returned to Company only when Company's written permission, signed by an authorized representative of Company, is obtained by Customer in advance.

B. Total returns in 1 year cannot exceed 5% of the previous years sales.

C. Goods may not be returned unless they are in marketable condition. Any

cost incurred by Company to put Goods in marketable condition will be charged to Customer.

D. Returned Goods must be securely packaged and be delivered to Company prepaid and without damage.

E. Returns are subject to a minimum 25% restocking charge. Additional charges may apply.

F. No returned Goods will be accepted without all cartons marked with authorized Return Material Authorization (RMA) number. One carton must include a copy of the RMA form in order to ensure prompt evaluation and possible credit of return. All RMAs expire thirty (30) days from date of issuance. Unmarked shipments will be refused by Company's receiving department at the Customer's expense.

13. Confidentiality.

All non-public, confidential, or proprietary information of Company, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, that Company discloses to Customer, whether disclosed orally or disclosed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless authorized in advance by Company in writing. Upon Company's request, Customer will promptly return all documents and other materials received from Company. Company will be entitled to injunctive relief for any violation of this Section 13, without having to post bond or establish the insufficiency of a remedy at law. This Section 13 does not apply to information that is (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

14. Right to Assurance.

Whenever Company in good faith has reason to question Customer's ability or intent to perform, Company may demand in writing adequate assurance from Customer of Customer's ability or intent to perform, and may suspend performance hereunder pending such assurance. In the event that such a demand is made and such assurance is not given within a reasonable time, Company may treat that failure as anticipatory repudiation hereof and exercise any appropriate remedy thereof.

15. Delay in Performance.

A. Company shall not be liable for any damages or penalties as result of any delay in Company's performance when such delay is due to force majeure, weather events, acts of God, delay in transit, delay in delivery by any vendor of Company, or any other cause beyond the reasonable control of Company.

B. Company may allocate its available supply of Goods among its customers, itself, and its affiliates on such basis as Company deems fair and reasonable if Company is unable, for any reason, to supply the quantities of Goods contemplated hereby.

16. Compliance.

A. The Company and Customer will comply with all applicable laws, regulations, and ordinances, and Customer will comply with the export and import laws and regulations in effect as of the date of shipment of the Goods of any country involved in the transactions contemplated by the Agreement, including but not limited to (i) Export Administration Regulation (EAR), 15 CFR 730-774; (ii) International Traffic in Arms Regulations (ITAR), 22 CFR 120-130; or (iii) Arms Export Control Act, 22 USC 2751-2794.

B. Prior to any export or release of Goods or technical data, an export license may be required to be issued by either the US Department of State, Office of Defense Trade Controls or the Department of Commerce, Bureau of Industry and Security,

C. Customer will provide end user any end use information for Goods.

D. Diversion contrary to US law is strictly prohibited.

17. Information.

Company reserves the right to send business related communications to Customers, and by doing business with Company, the Customer agrees to these terms. Communications include but are not limited to information about providing Goods, Goods information, service, alerts and other marketing communications, providing customer support, conducting surveys, and ensuring accurate communications about customer account.

Hydrasearch Limited Warranty Policy

Right to warn



In order to ensure proper function of products, it is strongly recommended that each part is inspected and serviced monthly. Inspection should include, but is not limited to, visible damage, excessive wear and proper bonding. Failure to properly maintain your product may result in catastrophic failure and/or loss of life.

Limited Warranty

Hydrasearch Company, LLC (herein called "Hydrasearch") warrants the products described herein, and manufactured by Hydrasearch to be free from defects in material and workmanship for a period of one (1) year from the date of invoice by Hydrasearch under normal use and service. Hydrasearch's sole obligation under this warranty is limited to either repairing or replacing, as hereinafter provided, at its option, any product found to Hydrasearch's satisfaction to be defective upon examination by it, provided that such product shall be returned for inspection to Hydrasearch's factory within thirty (30) days after receipt.

The repair or replacement of defective products will be made without charge for parts or labor. This warranty shall not apply to parts or products not manufactured by Hydrasearch, the warranty of such items being limited to the actual warranty extended to Hydrasearch by its supplier.

This warranty shall not apply to any product which has been subject to abuse, negligence, accident or misapplication or to any product which has been altered or repaired by anyone other than Hydrasearch nor to normal maintenance services and the replacement of service items (such as washers, gaskets and lubricants) made in connection with such services.

To the extent permitted by law, this limited warranty shall extend only to the buyer and any other person reasonably expected to use or consume the goods who is injured in person by any breach of warranty. No action may be brought against Hydrasearch for an alleged breach of warranty unless such action is instituted within one (1) year from the date the cause of action accrues. This limited warranty shall be construed and enforced to the fullest extent allowable by applicable law.

Other than the obligation of Hydrasearch expressly set forth herein, Hydrasearch disclaims all warranties, expressed or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, and any other obligation or liability. The foregoing constitutes Hydrasearch's sole obligation with respect to damages, whether direct, incidental or consequential, resulting from their use or performance of the product.

Hydrasearch Return Policy

Contact your Hydrasearch Company, LLC customer service representative (information below) to obtain a Return Material Authorization (RMA) form. Original invoice number, purchase order number and date must be provided. Product returned without an RMA number may be refused or returned at the customer's expense. Hydrasearch is not liable for unauthorized returns.

Return Material Authorization (RMA)

- Authorization must be obtained prior to return
- RMA expires thirty (30) days from date issued
- One carton must include a copy of the RMA form to ensure prompt evaluation and possible credit on return
- If credit is applicable, credit may take up to thirty (30) days from receipt of the returned product(s)
- Returned merchandise transportation must be prepaid
- Merchandise must be securely packaged to avoid damage during transit
- All cartons must be marked with authorized RMA number (unmarked shipments will be refused by our receiving department)
- Returned goods should be shipped to the following address:

Hydrasearch Company, LLC
Returns Dept. RMA # _____
203A Log Canoe Circle
Stevensville, MD 21666

Nonconforming Products

- All product will be inspected and processed by our quality department for disposition
- Product(s) shipped in error and/or product(s) deemed nonconforming will be credited at the invoice price paid including freight charges for these items

Restocking/Unwanted Products

- All product will be inspected and processed by our quality department for disposition
- Restocking charge will apply at a minimum of 25% for all product returned for any other reason than Hydrasearch shipping and/or nonconforming errors
- Product(s) may not be returned unless they are in marketable condition. Any cost incurred by Hydrasearch to put product(s) in marketable condition will be charged to the customer.
- Product returned damaged/broken will be credited at a scrap value only
- Product returned to Hydrasearch must be prepaid freight at the responsibility of the customer
- Non-inventory product may or may not be authorized for return, based solely on the inventory requirements of Hydrasearch
- Special order product(s), or product that do not have standard requirements, are not eligible for return (*unless product is found to be nonconforming by our quality department*)
- Shaft Couplings must be in original, sealed cartons and in salable condition

Claims

- Claims for damage or loss in transit must be made by customer directly against the carrier. Hydrasearch is not responsible for freight damage
- Photographic evidence is required for all claims
- All claims for defective product or deficient orders must be made in writing by customer within thirty (30) days of receipt

Warranty Policy

Visit our website for the most up to date policies and warranties: www.hydrasearch.com

Hydrasearch Sales Representatives

Defense

Phone: 410.643.8900

Email: defense@hydrasearch.com

Recreational

Phone: 410.643.7145

Email: recreational@hydrasearch.com

Commercial

Phone: 410.643.7145

Email: commercial@hydrasearch.com