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## Quality Management System

Hayes Bolt & Supply is registered to the current revision of AS9100 and ISO9001. Our registration certificate is available at https://www.hayesbolt.com/quality

## Products

Products offered by Hayes Bolt & Supply (HBS) are procured through multiple supply sources located throughout the United States and internationally. Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. While HBS 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. HBS makes every reasonable attempt to ensure the quality of these supply sources and the products they offer. HBS shall not be responsible for how products are used, engineered, or installed. In no event will HBS be responsible for any loss or damage arising out of purchaser's improper selection, application or misuse of a product.

## Published Product Information

HBS attempts to maintain up-to-date and accurate pricing, availability and usage information about the products maintained in inventory. However, this information is dependent upon information distributed by and obtained from a manufacturer or supplier and is subject to change at any time. HBS reserves the right to revise catalog/web site information at any time, without notice. HBS makes no warranties, expressed or implied, concerning the accuracy or completeness of the information contained in its catalogs and web site.

## Limited Warranty

HBS warrants goods sold are new and have been purchased by method to conform to applicable specifications and are free from defect in material or workmanship. Such warranty only extends to purchaser. Purchaser shall inspect products within 10 business days after receipt and shall promptly notify HBS of any claimed defect or nonconformity that affects form, fit, or function. Any products determined to be defective in material or workmanship must be returned in original packaging with an invoice and/or visible lot control number to HBS., Shipping costs to be prepaid by purchaser. Corrections shall be made, or replacement products shall be delivered by HBS, unless prevented by conditions not subject to HBS control. This warranty shall not be applicable in the event of the misapplication or misuse of the product by purchaser.

## Disclaimer - Limitation of Liability

No warranty, express or implied, is made by HBS, other than what is provided in the above warranty section. HBS disclaims any liability for product defect claims that are due to the misuse, improper selection or misapplication of the product. In no event will either party be liable for any special, indirect, incidental, consequential or exemplary damages in connection with, or arising out of this agreement, including, but not limited to, damages for injuries to persons or to property, loss of profits or the loss of future business or reputation, whether based on tort, breach of contract or other basis, even if it has been advised of the possibility of such damages. In no event will HBS’s liability for purchaser's direct damages exceed the purchase price of the product.

## Cancellation and Returns

HBS must approve cancellation of any order prior to cancellation. Orders for Special or Non-Standard Products are considered NCNR (non-cancellable-non-returnable) and may not be cancelled or returned without written express special terms. Any returns for shipping errors, damage or loss upon delivery must be reported within 10 business days of the delivery date. Except as otherwise agreed, products will not be accepted for return after 30 days from the date of delivery to the purchaser. Any cancellation or returns accepted after 30 days may be subject to a restocking fee and other charges, for which the purchaser shall be responsible. All returns should be made to HBS and must be in resalable condition in original packaging with LOT control numbers visible.

## Traceability

HBS has provided Lot Traceability via unique lot/control number on packaging and packing slips. That traceability must be maintained by the customer should they request a return for credit or replacement.

## California Proposition 65 and OSHA Hazardous Substance Information

Safety Data Sheets (SDS), which are applicable to certain products that contain materials defined by for OSHA as defining hazardous substances and a list of products known by the State of California to cause cancer or reproductive harm, are available on request. The information and recommendations contained on the SDS supplied by the manufacturer are considered as accurate and reliable. HBS does not, however, make any warranty concerning the accuracy of the information or the suitability of the recommendations. HBS disclaims any and all liability to purchaser and/or any other user.

## Force Majeure

HBS will not be liable or held responsible for any delays or losses resulting, directly or indirectly from Acts of God, severe weather conditions, labor disputes, governmental actions, inability to obtain permits, licenses, raw materials or shipments of product, war, riots, shortages and any other circumstances or causes beyond our reasonable control.

## Governing Law

These Terms of Purchase shall be construed, interpreted and performed according to the laws, excluding conflict of law rules, of the State of California, United States of America. Any legal action must be filed and commenced within one year after it arises. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition, will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party.

## Complete Agreement

These Terms of Purchase, order forms, quotations, invoices and Web Site sales are incorporated by reference herein and constitute the exclusive and complete Agreement between HBS and Purchaser. Any additional contract agreements must be signed by a Hayes Bolt & Supply Officer or Manager and are only applicable during their term time definitions.

## Payment Terms

All invoices are due and payable in USD, credit card or, if credit terms are approved, payment must be received per invoice terms unless negotiated differently prior to sale and approved by HBS Management.

## Sales Tax

Applicable state and local tax will be charged on orders, unless purchaser provides HBS with an exemption certificate. Advise your tax-exempt status when ordering.

## Freight

Unless otherwise stated with the order, purchaser will pay for any freight costs associated with the delivery of product to its destination. Any extra or additional charges or services rendered in transit or at the destination will be the responsibility of purchaser. Title and risk of loss will pass to purchaser upon delivery to the common carrier or purchaser’s designated location.

Change Record

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| --- | --- | --- | --- |
| **Rev** | **Date** | **Responsible Person** | **Description of Change** |
| A | 28 May 2019 | M. Daigle | Initial release |
| B | 29 Feb 2024 | S.G. Nuanez | Updated QMS and added Change Record |