

# HIS WAY MANUFACTURING

6191 W. 400 North  
Greenfield, Indiana 46140

## One Time Credit Card Payment Authorization Form

Sign and complete this form to authorize His Way Manufacturing to make a one-time charge to your credit card listed below.

By signing this form you give His Way Manufacturing permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

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### Please complete the information below:

I \_\_\_\_\_ authorize His Way Manufacturing to charge my credit card  
(full name)

account indicated below for \_\_\_\_\_ on or after \_\_\_\_\_. This payment is for  
(amount) (date)

\_\_\_\_\_  
(description of goods/services)

\_\_\_\_\_  
(invoice number)

Billing Address \_\_\_\_\_

Phone# \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email \_\_\_\_\_

Account Type:  Visa  MasterCard  AMEX  Discover

Cardholder Name \_\_\_\_\_

Account Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

CVV2 (3 digit number on back of Visa/MC, 4 digits on front of AMEX) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

## Terms of Purchase

1. **Definitions.** For purposes of these Terms of Purchase, the following definitions apply: (1) "Products" means the items identified in an invoice as the merchandise which is the subject of a transaction between Seller and a Buyer; (2) "Seller" means the seller identified in the invoice that documents products being purchased; (3) "Buyer" means the purchaser, as identified in the invoice, of products being purchased from Seller; and (4) "End-User" means the owner of the equipment into or onto which the products are ultimately installed.
2. **Compliance with Installation Instructions.** Buyer agrees to follow and comply with the Installation Instructions supplied by Seller and applicable to the Products purchased from Seller. Buyer understands that failure to comply with the Installation Instructions will void any and all warranties provided by Seller and may impact the Buyer's ability to return the Products to Seller for a refund or partial refund as provided below.
3. **Suitability.** Seller's Products are designed to replace original parts as those parts were originally designed and manufactured by an OEM. Seller's Products are designed to work within the hydraulic system(s) located on OEM equipment consistent with the original specifications for those systems. Seller is therefore not responsible for any incompatibility of Seller's Products and the End-User's equipment due to or that results from the refurbishment, modification, rebuilding, or wear and tear of the equipment. Buyer or End-User is responsible for all costs of adjusting the equipment system as necessary to restore it to original specifications.
4. **Limited Suitability Warranty.** Subject to and consistent with the provisions of paragraphs 2 and 3 above, Seller warrants that the Products are suitable and fit for the purpose(s) for which they are intended, as described and advertised on Seller's website(s), catalogues, and other product descriptions. ANY AND ALL OTHER WARRANTIES OF SUITABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.
5. **Suitability/Shortages Inspection.** Buyer shall inspect all Products immediately upon receipt from Seller. Any claim that a product purchased from Seller is not suitable for its described purpose, or any claim that there are shortages in quantity of products ordered, must be received, in writing, by Seller within 10 days of delivery of the Products to Buyer, or all such claims will be waived. FAILURE TO TIMELY MAKE A CLAIM FOR LACK OF SUITABILITY OR FOR SHORTAGES SHALL CONSTITUTE ACCEPTANCE OF THE PRODUCTS.
6. **Return Policy – Lack of Suitability.** If Seller ships Buyer an unsuitable product and Buyer makes a timely lack of suitability claim which is approved by Seller, Buyer may return the unsuitable product to Seller for a refund of the purchase price if: (1) Buyer has provided Seller with all reasonably requested documentation and photographic evidence of unsuitability; (2) the product is returned in its original packing and shipping crates without having been removed, damaged, or altered; and (3) Buyer has followed Seller's return shipping instructions. If the product has been removed from its original packing and shipping crates, Seller shall be entitled to deduct a 20% restocking fee from the purchase price, in addition to such costs as are reasonably incurred by Seller to inspect and insure that the product is in working order and no tampering or damage has occurred. Any installation of and use of the product shall constitute a waiver of any right to make a lack of suitability claim.
7. **Return Policy – Buyer's Error.** If Buyer desires to return a product to Seller because Buyer made an ordering error, Seller will accept a returned product on the following conditions: (1) the product is returned in its original packaging and/or shipping crates; (2) there has been no tampering or alteration of the product; and (3) no attempt has been made to install the product on the End-User's equipment. Seller shall be entitled to deduct a 20% restocking fee as the result of Buyer's error, and Buyer shall pay the cost of shipping to return the product to Seller. Seller reserves the right to refuse to accept return of a product that results from Buyer's error if any condition set forth in this paragraph is not satisfied.
8. **Return Policy – Special Orders.** Notwithstanding any other Term of Purchase to the contrary, products that are special orders may not be returned except as part of the resolution of a valid warranty claim. A "special order" is a product requested from a purchaser that is not carried by Seller as part of its regular stock.
9. **Return Policy – Incompatible Products.** It is the obligation of the End-User (or Seller's authorized dealer, in the event of dealer installation) to ensure that the hydraulic system(s) into which the product(s) are being installed: (a) are not worn to the degree that wear is causing unsuitability; (b) have not been modified in such a manner that the system no longer operates consistent with OEM specifications provided when the system was originally manufactured; or (c) that a failure has not occurred elsewhere in the system that is causing it to not operate correctly. In the event the hydraulic system(s) into which the Product(s) will be installed do(does) not meet these standards, Seller reserves the right to refuse return of

the Product(s). IF END-USER'S EQUIPMENT FAILS TO MEET THE STANDARDS OF THIS PARAGRAPH, THE SUITABILITY WARRANTY SET FORTH IN PARAGRAPH 4 ABOVE IS VOIDED.

10. Shortages. If Buyer makes a valid, written claim that Seller did not ship the quantities of products ordered by Buyer, Seller shall have thirty (30) days from the date of the claim to complete Buyer's order. If Seller cannot timely complete Buyer's order, Seller will refund that portion of any purchase price paid that is applicable to the product quantities that were not shipped. FAILURE TO MAKE A VALID CLAIM FOR SHORTAGES SHALL CONSTITUTE ACCEPTANCE, BY BUYER, OF THE QUANTITIES RECEIVED BY BUYER.

11. Risk of Loss. Seller shall bear the risk of product loss of during shipping until products purchased have been delivered to Buyer (if shipping is from Seller to Buyer) or until products purchased have been delivered to Buyer's customer (if shipping is direct from Seller to Buyer's customer). Buyer shall bear the risk of loss of all products after it has received delivery from Seller. Seller shall bear the risk of loss (after Buyer's delivery to the shipper) for products returned as the result of a Seller-approved lack of suitability claim as long as Buyer follows Seller's shipping instructions. Buyer shall bear the risk of all product loss incurred for a return of products resulting from "Buyer's Error."

12. Product Destination. Unless otherwise agreed to in writing, the shipping costs/risks of loss provisions in these Terms of Purchase are only applicable so long as Buyer does not reship the products outside of the country where Buyer received the products as shipped directly from Seller. Buyer shall be responsible for all shipping costs, duty charges, and/or other transfer charges resulting from Buyer's shipment of the products to another country regardless of the reason for the return or requested return of the products to Seller.

13. Limited Warranty. Seller warrants that its products shall be free from defects in material and/or workmanship as set forth in the written warranty shipped with its products, which can also be found on Seller's website(s). Any failure to register the products for warranty within 30 days of purchase and/or any alteration, misuse, or Buyer-damage to the products shall void the warranty. For online warranty registration, please visit [www.excavatorhydraulicpumps.com/warranty](http://www.excavatorhydraulicpumps.com/warranty). ALL WARRANTIES EXCEPT FOR THE EXPRESS, WRITTEN WARRANTY PROVIDED FOR THE PRODUCTS AND IN THESE TERMS OF PURCHASE ARE HEREBY EXPRESSLY DISCLAIMED.

14. Payment Terms. Buyer agrees to make payment as set forth in the invoice. In the event of any breach of the payment terms or these Terms of Purchase, or in the event Buyer causes payment to be stopped on any check or credit card without cause (with cause being determined by these Terms of Purchase), Buyer agrees to pay interest to Seller at the rate of 1.5% per month and Seller's attorney fees and costs of collection. For purposes of this paragraph, "costs of collection" shall include Seller's out-of-pocket expenses incurred to collect sums due from Buyer and the loss of Seller's and Seller's employee's time incurred in collecting such sums.

15. Mandatory Core Destroy. To prevent product tampering and modification, Buyer shall, upon installing any Product purchased from Seller, remove the serial and model tags from the removed parts, drill a hole through the core of the removed part, and return a photograph of the drilled core and the removed serial and model tags to Seller. If Products will be installed by End-User, Buyer shall provide notice of this policy to the End-User, and accept the photograph and tags from the End-User and return them to Seller. Buyer shall pay a \$1,000 fee for each violation of this paragraph.

16. Special Tooling. A tooling charge may be imposed for any special tooling required by Seller to fill a special order, including without limitation, dies, fixtures, molds and patterns, acquired to manufacture Products. Such special tooling shall be and remain Seller's property notwithstanding payment of any tooling charges by Buyer. In no event will Buyer acquire any interest in any tooling or any other apparatus utilized by Seller in the manufacture of its products, even if such tooling or apparatus has been specially converted or adapted for such manufacture and notwithstanding any tooling charges paid by Buyer. Unless otherwise agreed, Seller shall have the right to alter, discard or otherwise dispose of any special tooling or other manufacturing apparatus in its sole discretion at any time.

17. Loss of Buyer's Property. Any designs, tools, patterns, materials, drawings, confidential information, equipment or any other items furnished by Buyer to Seller in furtherance of Buyer acquiring products from Seller will be deemed obsolete and may be destroyed by Seller after two consecutive years have elapsed without Buyer placing an order for the items which are manufactured using such property. Seller shall not be responsible for any loss or damage to such property while it is in Seller's possession or control.

18. Choice of Law and Venue. Indiana law shall apply to all purchases made by Buyer from Seller, and venue of any legal action arising out Buyer and Seller's transactions shall lie exclusively in the state courts of Hancock County, Indiana.