1. TERMS AND CONDITIONS OF CONTRACT. Except where otherwise provided in a written agreement duly executed by an authorized signatory of KH Industries, Inc. (“KH”), all goods and services supplied by KH pursuant to the Confirmation of Order overleaf and these terms and conditions (the “Goods”) are provided subject to the details set out in the said Confirmation of Order and to the terms and conditions set forth herein. KH’s ACCEPTANCE OF AN ORDER IS EXPRESSLY CONDITIONED UPON BUYER’S ASSENT TO THESE TERMS AND CONDITIONS, AND BUYER’S ACCEPTANCE OF GOODS, SERVICES AND/OR PAYMENT FOR THE SAME IS DEEMED AN ACCEPTANCE OF THESE TERMS AND CONDITIONS. KH specifically rejects any terms and conditions in Buyer’s order or in any other document from Buyer that in any way conflict with, reduce or affect these terms and conditions.

2. PRICES. Unless otherwise agreed in writing, all prices are quoted F.O.B. at KH’s premises in Hamburg, New York, USA. F.O.B. shipping charges will be borne by Buyer. Buyer may be deemed accepted by Buyer unless notice of lawful rejection has been delivered in writing to KH within ten (10) business days after receipt thereof. Any notice of shortage must be delivered in writing to KH within three (3) business days after receipt thereof. Any notice of damage to Goods must be delivered in writing to KH and the relevant carrier within three (3) business days after receipt thereof by Buyer. Authorization from KH must be received by Buyer in writing prior to the return of any Goods to Buyer hereunder, and Buyer shall be solely responsible for adequate packing and pre-payment of freight with respect thereto. For the avoidance of doubt, KH shall not be obligated to accept any unauthorized return of Goods, any Goods inadequately packed or Goods for which freight has not been fully pre-paid by Buyer.

3. PAYMENT TERMS. Payment for all Goods shall be made prior to shipment (either by cash, banker’s draft, cashier’s check, check drawn on good funds, telegraphic transfer or approved credit card) or, at the sole discretion of KH, C.O.D., unless Buyer has been granted a line of credit by KH, in which case purchases can be made up to approved credit limits with payment therefore due net 30 days. Late payments shall be charged interest at the rate of 1.5% per month. KH is entitled hereunder to delay shipment until payment monies have cleared (e.g. check has become final; credit card charge has been authorized). Credit terms are subject to change or withdrawal at any time at KH’s sole discretion, regardless of prior credit arrangements. KH reserves the right to require current financial information from Buyer before making any account as a condition of the continued extension of credit. KH shall promptly reimburse KH in respect of KH’s costs, including reasonable attorneys’ fees, incurred in the collection of any monies owed to KH by Buyer. For orders invoiced or shipped outside the United States, KH will require a confirmed, irrevocable letter of credit, payable at sight in United States funds, advised and payable on an acceptable US bank. Buyer shall be solely responsible for procuring any and all necessary export, import and/or other permits. Buyer’s order shall constitute a representation that Buyer is solvent, and KH is relying upon such representation. If KH at any time reasonably believes that the Buyer is insolvent or that the Buyer’s credit is impaired, Buyer shall be in material breach hereunder and hereof and KH shall have the right to refuse to make delivery to Buyer, without any liability to Buyer, withhold performance hereunder, change the payment terms and/or repossession Goods delivered.

4. ADDITIONAL COSTS & TAXES. All prices and quotations are subject to change or withdrawal at any time at KH’s sole discretion, regardless of prior credit arrangements. Buyer is responsible for obtaining any and all necessary export, import and/or other permits. Buyer’s order shall constitute a representation concerning the Goods. This Agreement may not be modified or amended except by a written instrument duly executed by authorized signatories of the parties. KH reserves the right to require current financial information from Buyer before making any account as a condition of the continued extension of credit. KH shall promptly reimburse KH in respect of KH’s costs, including reasonable attorneys’ fees, incurred in the collection of any monies owed to KH by Buyer. For orders invoiced or shipped outside the United States, KH will require a confirmed, irrevocable letter of credit, payable at sight in United States funds, advised and payable on an acceptable US bank. Buyer shall be solely responsible for procuring any and all necessary export, import and/or other permits. Buyer’s order shall constitute a representation that Buyer is solvent, and KH is relying upon such representation. If KH at any time reasonably believes that the Buyer is insolvent or that the Buyer’s credit is impaired, Buyer shall be in material breach hereunder and hereof and KH shall have the right to refuse to make delivery to Buyer, without any liability to Buyer, withhold performance hereunder, change the payment terms and/or repossession Goods delivered.

5. CHANGES; CANCELLATION OF ORDER. If Buyer cancels or changes the order, or any part thereof, for any reason, Buyer agrees to pay cancellation charges for all costs incurred by KH due to such cancellation, including without limitation, costs incurred by KH in the design, development or manufacture of special or custom-designed Goods, or costs incurred at the request of Buyer, [plus related profit]. The costs shall include commitments made by KH to third parties for labor or materials for use in completing such order. KH’s determination of cancellation charges shall be final and conclusive.

6. SHIPPING. Title in Goods and risk of loss or damage thereto shall pass to Buyer upon delivery thereof by KH to the carrier at FOB point. Goods shall be shipped in accordance with the information set out in the Confirmation of Order overleaf. Unless instructed otherwise by Buyer, KH may ship the Goods in the manner and at the carrier at FOB point. Shipping charges will be for the account of Buyer. All shipments will be insured for their full replacement value and all such insurance shall be for the account of Buyer. (All orders are subject to KH’s current shipping and handling charges.) KH shall not be liable or otherwise responsible for defaults or delays in delivery by carrier. Shipping dates set out on the Confirmation of Order are approximate only, subject to, inter alia, factory schedules and inventory. If any shipment of Goods is delayed due to any act or omission of Buyer, KH may charge Buyer reasonable storage fees in relation thereto, including without limitation, storage costs, insurance costs and cost of money. Unless otherwise ordered and confirmed in writing, KH, in its sole discretion, may make partial shipments of any order, for which pro rata payments shall be due and payable as indicated on the invoice issued pursuant thereto. KH reserves the right not to ship to Buyer if Buyer’s account is overdue.

7. ACCEPTANCE OF GOODS. Buyer acknowledges that it has a duty to inspect Goods immediately upon receipt. Goods shall be deemed accepted by Buyer unless notice of lawful rejection has been delivered in writing to KH within ten (10) business days after receipt thereof. Any notice of shortage must be delivered in writing to KH within three (3) business days after receipt thereof. Any notice of damage to Goods must be delivered in writing to KH and the relevant carrier within three (3) business days after receipt thereof by Buyer. Authorization from KH must be received by Buyer in writing prior to the return of any Goods to Buyer hereunder, and Buyer shall be solely responsible for adequate packing and pre-payment of freight with respect thereto. For the avoidance of doubt, KH shall not be obligated to accept any unauthorized return of Goods, any Goods inadequately packed or Goods for which freight has not been fully pre-paid by Buyer.

8. RETURNED GOODS. KH may, at its sole option, agree to accept unused and merchantable Goods from Buyer, subject always to a re-stocking charge of 20%. Buyer agrees that it shall not return any Goods prior to receiving written authorization from KH so to do. Any and all returned Goods shall be shipped freight pre-paid and risk of damage or loss shall remain vested in Buyer until the relevant Goods are received, inspected and accepted by KH. For the avoidance of doubt, KH is not obligated to accept any returned Goods pursuant to this paragraph. Custom manufactured Goods are non-cancellable/non-returnable.

9. RE-CONDITION & REPAIR. Before shipping any Goods to KH for such repair, Buyer shall contact KH for Return Merchandise Authorization (RMA) number. KH accepts no responsibility with respect to any repairs by KH. Buyer shall be solely responsible for payment of freight charges, replacement parts, and labor costs at KH’s then current prices. Any repairs to any of the Goods performed by KH for Buyer or by third parties [pre-approved by KH] shall be carried out in strict accordance with the applicable repair manual(s), if any, published by KH from time to time.

10. LIMITED WARRANTY; EXCLUSION OF OTHER WARRANTIES; LIMITATION OF REMEDIES; INDEMNITY. KH warrants the Goods to be free from defects of materials and workmanship within said warranty period, such Goods(s) shall be promptly returned to KH, shipping charges prepaid, and if the same is determined by KH to be defective in material or workmanship, it will be replaced or repaired, at the exclusive election of KH, free of charge. KH, in its sole discretion, may make partial shipments of any order, for which pro rata payments shall be due and payable as indicated on the invoice issued pursuant thereto. KH reserves the right not to ship to Buyer if Buyer’s account is overdue.

11. INTELLECTUAL PROPERTY. The purchase by Buyer of any Goods hereunder does not grant to, convey or confer upon Buyer or Buyer’s customers, or upon anyone claiming under Buyer, a license or any other legal interest, express or implied, under any patent right, trademark, copyright or other intellectual property right, whether registered or not and whether pending or not, in any jurisdiction, of KH covering or relating to any of the Goods or any combination or process in which any of the Goods might be or are used. Buyer hereby agrees that KH does not warrant that the Goods are free of claims by parties having a trade secret or copyright infringement by a third party. KH hereby disclaims any such warranties or indemnification for such infringement(s) or intellectual property rights. Any rights not expressly granted herein are reserved by KH.

12. FORCE MAJEURE. KH shall not be liable for any failure to perform under the Confirmation of Order or these terms and conditions if it is unable to obtain parts or supplies at reasonable prices or through usual and regular sources on a timely basis, or due to any interruption of transportation, government regulation, labor disputes, strikes, riots, war, civil commotion, fire, flood, accident, storm, or act of God, or other cause beyond KH’s reasonable control that renders it impractical for KH to perform.

13. GENERAL. This Agreement will be governed by and construed in accordance with the laws of the State of New York. The application of the United Nations Convention for the International Sale of Goods, if it would otherwise apply, is hereby expressly excluded. These terms and conditions and the Confirmation of Order overleaf set out the entire agreement between KH and Buyer relating to the Goods and supersede any prior agreement, arrangement, purchase order, correspondence, communication, advertising or representation concerning the Goods. This Agreement may not be modified or amended except by a written instrument duly executed by authorized signatories of the parties. If any provision of this Agreement is held to be invalid or unenforceable, that provision is to be given effect to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect. Notices hereunder shall be in writing and shall be registered mail to the addresses of the parties overleaf, or as notified to the other party from time to time.
KH Industries Discharge Grounding Reels are used to ground static charges on service equipment during the transfer of combustible fuel and other flammable liquids or gases. RTX reels are spring operated automatic retrieve reels containing stranded steel aircraft cable.

The reel is compact in design, for convenient mounting on fuel equipment. It provides a light, constant spring tension on the ground cable, keeping the cable from becoming tangled.

The reels are constructed of steel and are equipped with a 100A ground clamp and rubber covered ball stop. An instant-acting lock and release provides operator convenience.

⚠️ Care must be taken when reeling cable back onto the reel. DO NOT let go of the cable - walk it back towards reel keeping tension on cable at all times.

INSTALLATION - Mount the reel securely, pull the grounding cable out to determine if the tension is sufficient for the intended use. If additional tension is needed, apply wrench to flats on the mainspring shaft (A), rotating counter-clockwise until the desired tension is reached.

If mainspring tension is too high, it may be decreased by depressing tension lock spring (B) on opposite side of reel. Do not remove more tension than desired. If too much tension is removed, increase tension as described above.

MAINTENANCE - Servicing the Model SDR Static Discharge Reel is an easy process. Be sure the unit is mounted securely. Inspect the cable often for fraying. Lubrication is not required as lubrication for the life of the reel is applied at the factory.

⚠️ Do not remove rivets and take apart reel!

⚠️ DISASSEMBLY OF THIS REEL IN ANY WAY WILL VOID WARRANTY!

CABLE STOP - The ball stop assembly (C) may be adjusted to any position.

LOCK - The mechanical locking device works positively at all times and in any position, regardless of the cable retraction speed. The lock engages at the desired position by pulling the cable approximately 1/2 inch. The lock release knob (D) completely disengages the lock to constant tension.

GROUNDING - Care should be taken to be sure the unpainted surface of the base is properly grounded.