

## Terms and Conditions

### ► Ordering:

Orders may be phoned, faxed, or emailed to R.O. UltraTec USA, Inc. Purchase orders must include R.O. UltraTec USA, Inc. part numbers and pricing. Purchase orders must also state if partial shipments are allowed. If you do not have the correct part numbers, pricing, or case quantities, please contact our sales department.

Verbal orders or verbal changes to orders will be accepted only with the understanding that R.O. UltraTec USA, Inc. is not responsible and will not cover freight charges for returned merchandise. Furthermore, all merchandise returned for credit placed on verbal purchase orders are subject to a fifteen percent (15%) restocking charge.

### ► Order Confirmations:

All purchase orders will be confirmed by phone, fax, or email. Any discrepancies in part numbers, pricing, descriptions, or case quantities will be listed in the order confirmation. It is the customer's responsibility to review the order confirmations and advise if any changes are to be made. If we do not hear from the customer regarding the confirmation within 24 hours, we will assume everything is correct and will invoice and ship accordingly.

### ► Quotes:

Quotations are valid for a period of up to 90 days or for the term stated on the quote, whichever term is shortest. Shipping weights, dimensions and anticipated ship dates are all approximate and subject to change.

### ► Minimum Orders:

Minimum order accepted is \$50.00, not including freight or taxes.

### ► Prices:

We make every effort to notify customers with price change information. However, prices are subject to change or correction without notice.

### ► Taxes:

Taxes are not included. Quoted prices are exclusive of all taxes. Purchaser shall be responsible for payment of all applicable state/local taxes. Orders shipped within California are subject to applicable state tax rates unless a completed resellers card or exempt certificate is on file.

### ► Freight:

All shipments are F.O.B. R.O. UltraTec USA, Inc. Fallbrook, California, unless otherwise specified.

### ► Shipment:

The shipment method should be specified by the customer on the purchase order; otherwise, R.O. UltraTec USA, Inc. will choose the best method of shipment.

### ► Packaging:

Pricing includes packaging that is satisfactory for air, ocean, truck, or containerized shipment at no additional cost, unless otherwise stated.

### ► Terms:

Terms of payment on open accounts are net 30 days from the date of invoice, unless otherwise stated and mutually agreed upon by both parties. This agreement is subject to credit approval. Terms will only be issued to companies which reside in the United States of America. Orders will not be shipped if any account is past due and/or until payment by check has cleared.

Interest will be charged on past due accounts. Interest charges will be calculated on the unpaid balance at 3% per month (36% per annum) or the maximum rate allowed by law, whichever is less. All questions regarding invoices and terms must be addressed with our accounting department before invoices become due.

### ► Domestic Customer:

Payment is due within thirty (30) days from the date of invoice with a prior credit approval. Otherwise, payments are due prior to shipment by check, money order, wire transfer, or credit card. Credit cards that are accepted are Visa, MasterCard, and American Express. C.O.D. shipments are to be paid by cashier's check, money order, and accompanied with credit references. A deposit may be required for special or custom ordered items. Interest will be charged on past due accounts. Interest charges will be calculated on the unpaid balance at 3% per month (36% per annum) or the maximum rate allowed by law, whichever is less. Unless specifically included as a separate item, prices quoted do not include any city, county, state or federal taxes, or transportation of merchandise.

### ► International Customer:

All payments due are in U.S. dollars and must be made in advance by check (must clear before shipment), money orders, wire transfer, or credit card. Credit cards that are accepted are Visa, MasterCard, and American Express. Irrevocable Letters of Credit are accepted with a minimum order of \$20,000.00 U.S. dollars, per order. Unless specifically included as a separate item, prices quoted do not include any city, county, state or federal taxes, or transportation of merchandise. A deposit may be required for special or custom ordered items.

### ► Will Call Orders:

All standard ordering terms apply to Will Call orders. The customer must advise what day and time they will pick up the order. Completed Will Call orders will be held for a maximum of 1 week. A restock charge may be assessed to any Will Call orders that are not picked up within one week. Additions or deletions to Will Call orders after invoicing are subject to all new order Terms and Conditions. Orders are typically pulled within one working day. Will Call orders can be picked up Monday - Friday from 8:00am to 11:30am and from 1:30pm to 3:30pm.

### ► Order Changes:

Additions to an order may be made at no charge prior to the processing of an order. Processing of an order typically begins within one hour of receipt of a purchase order and is typically accomplished within one working day. Deletion and/or changes to an order after it has been processed are subject to a \$25.00 minimum handling/processing fee. Changes may cause additional charges and may increase the time required to ship an order.

Orders cancelled after the order has been processed and sent to shipping or engineering, will be subject to a minimum 10% cancellation fee (\$50.00 minimum), assuming manufacturing has not commenced, and no detailed engineering or special parts have been ordered. Additional fees may be charged depending on the level of completion of detailed engineering and/or if any special parts have been ordered.

### ► Freight Claims:

Any damage, discrepancies and/or freight claims must be made immediately and directly, in writing within ten (10) days to R.O. UltraTec USA, Inc. R.O. UltraTec USA, Inc. will help as much as possible in settling claims. However, R.O. UltraTec USA, Inc. will not be held responsible for breakage or shortage after products are accepted by common carrier. All shipments must be inspected for damages and counted for shortages at the time of delivery.

### ► Returns:

A Return Goods Authorization (RGA) number must be obtained from R.O. UltraTec USA, Inc. before any returns can be shipped or accepted. A Return Goods Authorization Form must be filled out completely and sent with the returned merchandise.

Buyer shall inspect all goods immediately upon their delivery to the destination stated in the agreement and shall within ten (10) days provide written notice to R.O. UltraTec USA, Inc. at its principal place of business of any claim that the goods do not conform to the terms of the agreement. Special or custom ordered items are non-returnable.

All returns for warranty consideration must be shipped prepaid. Freight collect returns will not be accepted. Returns determined to be in warranty will be replaced or repaired, and will be returned to the purchaser prepaid by surface freight. All merchandise returned for credit, other than warranty claims, may be subject to a fifteen percent (15%) restocking charge.

### ► Restock:

A minimum restocking charge of 15% or \$50.00, whichever is higher may be charged. Orders shipped incorrectly are not subject to restock charges and correct items will be shipped prepaid by surface freight. All other returns are subject to the restock charge. Goods must be in the original packaging/container and in saleable condition to be considered for restocking.

### ► NSF Checks:

There is a \$25.00 charge for all NSF checks.

### ► Excusable Delays:

R.O. UltraTec USA, Inc. shall not be in default for failure to deliver or delay in delivery arising out of causes beyond its control and without its negligence, including but not limited to Acts of God or the public enemy; acts of the Government in either its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; shortages of materials or supplies; labor disputes; freight embargoes; delays in transit; consignments lost or damaged by freight agent(s); and unusually severe weather.

### ► Warranties:

R.O. UltraTec USA, Inc. warrants that the material will conform to the description contained in the applicable specifications. R.O. UltraTec USA, Inc. makes no warranty, express or implied, of merchantability or of fitness for a particular end use. R.O. UltraTec USA, Inc.'s liability for breach of warranty is limited solely to the supply or repair or replacement of materials and R.O. UltraTec USA, Inc. shall not be held liable for consequential or incidental damages resulting to buyer or others from the furnishing or use of materials said to be defective.

Seller warrants that the use or sale of the products (or materials) delivered hereunder will not infringe the claims of any U.S. Patent covering the products themselves; but does not warrant against infringement by reason of the use thereof in combination with other products or in the operation of any process. The Seller also warrants that the Buyer/End-User Statement of Compliance will be observed and that the Bureau of Industry and Security lists of Denied Persons, Denied Entities and prohibited countries will be complied with in that they will refuse business relationships with anyone on said lists.

R.O. UltraTec USA, Inc.'s maximum total liability for all causes including any breach of warranty or failure to deliver conforming goods shall not exceed the value of the contract.

### ► Policy:

These terms and conditions may be superseded by specific provisions provided by R.O. UltraTec USA, Inc. However, should any of these terms and conditions be contrary to or inconsistent with any terms and conditions contained in any purchase order form or other document between R.O. UltraTec USA, Inc. and the buyer, which is prepared by the buyer and whenever executed, the provisions hereof shall be controlling and shall supersede the conflicting terms and conditions which are contained in such other document. No changes shall be made to our terms and conditions unless prior written authorization by R.O. UltraTec USA, Inc.