

TERMS AND CONDITIONS

TERMS & CONDITIONS OF SALE

All sales of products by Ratermann Manufacturing, Inc. ("RMI") are subject to the following terms and conditions

Product Orders

We will use our best efforts to fulfill all orders, however, Ratermann Manufacturing, Inc. ("RMI") cannot guarantee the availability of any particular product. RMI reserves the right to discontinue the sale of any product at any time without notice.

Upon receipt of your order, RMI will send you confirmation that your order has been accepted by fax or email. Such confirmation will contain a copy of these terms & conditions.

Pricing

Product prices are subject to change without notice, and such prices do not include shipping and handling or sales taxes, if applicable, which will be added to your total invoice price.

While our goal is a 100% error-free printing, we do not guarantee that any content is accurate or complete, including price information and product specifications. RMI reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions (including after an order has been submitted and accepted).

Payment

Payment is due in full within thirty (30) days from the date of invoice. A service charge of 1.5% per month will be applicable for all past-due payments.

Return Policy

Most products may be returned within thirty (30) days of delivery for a credit or refund. All products must be in their new and their unopened original packaging. To start the return process, call us at 800-264-7793 and we will provide you with detailed instructions on how to return your merchandise and provide you with a Returned Goods Authorization (RGA) number which is valid for fourteen (14) days. A valid RGA number must be included with your return. RMI is not responsible for merchandise returned without a valid RGA number.

Except in cases where the return is a result of a shipping error or the item arrives damaged or defective, all returns shall be subject to a fifteen percent (15%) restocking fee.

Special orders and non-stock items are subject to the manufacturer's return policy. Custom printed and manufactured products are not returnable for either credit or refund.

Damaged Items

You should inspect all products immediately upon receipt. Any damaged items must be reported at the time of receipt. Short pays for damaged items not reported will not be accepted.

EXCLUDING APPLICABLE MANUFACTURING WARRANTY

RMI MAKES NO REPRESENTATION ABOUT THE SUITABILITY OF ANY PRODUCT OFFERED FOR SALE FOR ANY PURPOSE. ALL SUCH PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. RMI SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL RMI, ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SALE, MANUFACTURE, DELIVERY OR USE OF ANY PRODUCT OFFERED FOR SALE OR THE MATERIALS IN OUR CATALOGUE(S), WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT SHALL RMI'S LIABILITY TO CUSTOMER FOR ANY CLAIM, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, EXCEED THE PURCHASE PRICE FOR THE PRODUCT PAID BY THE CUSTOMER.

General

RMI's principal offices are located in Alameda County, California. These terms and conditions are governed by the laws of the State of California. The exclusive jurisdiction and venue for the resolution of any dispute(s) arising out of or related to the sale, manufacture, delivery or use of any product sold by RMI shall be the courts, tribunals, agencies and other dispute resolution organizations in Alameda County, California. If any part of these terms & conditions is invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these terms & conditions agreement shall remain in full force and effect.

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