

Terms and Conditions of Sale

All sales of products sold 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).

Delivery, Claims, Delays

All sales are F.O.B. Seller's shipping point unless otherwise noted. Shipping and Handling Charges are included and invoiced as actual freight costs. Delivery of the goods to the carrier at Seller's shipping point shall constitute delivery to Buyer and Buyer shall bear all risk of loss or damage in transit. Seller reserves the right, in its discretion, to determine the exact method of shipment, unless otherwise requested by Buyer. Seller reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of Buyer's obligations to accept remaining deliveries. Immediately upon Buyer's receipt of any goods shipped hereunder, Buyer shall inspect the same and shall notify Seller in writing of any claims for shortages, defects or damages and shall hold the goods for Seller's written instructions concerning disposition. If Buyer shall fail to so notify Seller within five days after the goods have been received by Buyer, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Buyer.

Seller shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Seller's reasonable control, including, without limitation, unsuccessful reactions, act of Buyer, embargo or other governmental act, regulation or request affecting the conduct of Seller's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices.

Terms

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.

Credit Card Payments

Payments made by credit card are to be done at time of shipment. Payments by credit card to clear term invoices are subject to an additional fee. Applicable service charges for past due payments will also be applied.

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 minimum twenty percent (20%) 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.

Liability and Damages

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.

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NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, INDEMNIFICATION, STATUTE OR OTHER LEGAL FAULT OR OTHERWISE: IN NO EVENT WILL CHART, GROUP COMPANIES, ITS AFFILIATES, SUPPLIERS AND SUBCONTRACTORS BE LIABLE TO THE DISTRIBUTOR OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR OTHER REVENUE, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME COSTS, COST OF DELAYS, OR OTHER SIMILAR DAMAGES (WHETHER SUCH DAMAGES ARE CHARACTERIZED AS DIRECT OR INDIRECT) OR FOR ANY PENAL TIES; AND (B) THE PRINCIPAL'S (AND OR RELEVANT BUSINESS UNITS) TOTAL AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT FOR ANY CLAIMS OR FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF (WHETHER ARISING ON CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), OR FROM ANY DESIGN, SALE, INSTALLATION, OPERATION OR USE OF THE PRODUCTS OR PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT, WILL IN NO EVENT EXCEED THE PURCHASE PRICE PAID TO THE PRINCIPAL (AND OR RELEVANT BUSINESS UNIT) BY DISTRIBUTOR FOR THE SPECIFIC PRODUCT OR PART THEREOF OR FOR THE SERVICES GIVING RISE TO THE CLAIM, AND DISTRIBUTOR HEREBY RELEASES AND UNDERTAKES TO DEFEND AND INDEMNIFY THE PRINCIPAL (AND OR RELEVANT BUSINESS UNIT) FROM AND AGAINST ANY AND ALL FURTHER LIABILITY, LOSS, COST AND EXPENSE IN EXCESS OF SUCH AMOUNT. IP INDEMNITY

Indemnity

Buyer shall release, defend, indemnify, and hold RMI harmless from all claims, expenses, losses, and other damages, including all third party claims, resulting from the design and specification of the products or the use of the products, individually or in combination with other products or materials, or from the operation of any procedure or process utilizing the products.

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.

Statements and Advice

If Reference Data statements or advice, technical or otherwise, is offered or given to Customer, such Reference Data statements or advice will be deemed to be given as an accommodation to Customer and without charge and Ratermann Mfg., Inc. will have no responsibilities or liabilities whatsoever for the content accuracy or use of such Reference Data statements or advice.

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reliable people.



reliable solutions.



reliable delivery.