



R.A.EQUIPMENT, INC.
3225 12th Street
Wayland, Michigan 49348



ASSOCIATE MEMBER OF:
MAA, OAIMA & IMAA
E-mail: raequipment@yahoo.com
Web: www.raequipmentinc.com
Office: 269/792-9205
Fax: 269/792-9704

TERMS AND CONDITIONS

1) **ORDER AND ACCEPTANCE:** The Buyer hereby agrees and acknowledges that any order it places with R.A. Equipment Inc., or any division thereof (collectively "Seller"), either by accepting the specific quote listed or any other offer or proposal by Seller (hereinafter, the "Contract"), shall be governed entirely by (i) these terms and conditions of Seller, and (ii) those terms accompanying Seller's invoice. To the extent any conflict exists between those terms, the terms herein shall control. By ordering the goods, Buyer expressly acknowledges and understands that it is accepting the terms and conditions of this Contract and there are no other understandings or agreements. No additions, deletions or modifications to these terms proposed by Buyer in any format, including its printed forms, purchase orders, acknowledgements, confirming memoranda, communications, or other documents, shall bind Seller unless approved, accepted and signed by Seller in a separate writing. Buyer understands Seller's performance is being made expressly conditioned upon acceptance and assent to these terms. Prior courses of dealing, trade usage, and verbal agreements not reduced to a writing signed by the Seller, to the extent they modify, add to or otherwise alter the Contract, shall not be binding on Seller.

2) **PRICE, PAYMENT & ATTORNEYS' FEES:** Unless otherwise provided in the Contract, price is F.O.B. Seller's point of shipment, and terms of payment shall be net 30 days from date of delivery or invoice, whichever is earlier. In any commercial transaction between the parties, Buyer agrees to pay all attorneys' fees, litigation expenses and costs, including court costs, incurred by Seller for the collection of all amounts owed by Buyer to Seller. Seller may require full or partial payment or guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Seller shall not be responsible for any delays in delivery for any cause or reason.

3) **TAXES:** All taxes and other government charges upon the production, sale or use of the products or services, to the extent required or not forbidden by law to be collected by Seller from Buyer, shall be paid by Buyer to Seller.

4) **INSPECTION; NO TERMINATION:** Buyer shall inspect the product(s) at delivery and shall immediately notify Seller in writing of any defects or discrepancies in the product(s) within 5 days after receipt. Unless Buyer so notifies Seller, it shall be conclusively presumed, by Buyer and Seller, that the product(s) was delivered as specified, in good repair and working order and that Buyer accepts the product(s) as delivered. No product shall be returned after 30 days from delivery regardless of notification of a defect within such 5 days. The Contract may be modified or terminated only upon Seller's written consent. **ALL SALES ARE FINAL.**

5) **WARRANTIES DISCLAIMER:** **ALL PRODUCTS ARE SOLD "AS IS, WHERE IS" AND "WITH ALL FAULTS." NO WARRANTIES, EXPRESSED OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN MADE BY THE SELLER, EXCEPT FOR AND TO THE EXTENT OF THOSE PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER. ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED.** Buyer understands Seller's employee or agent has no authority to issue or make any warranty of any kind. Buyer acknowledges it is not relying on any sales descriptions, technical advice, recommendation, or representations made by any employee or agent of Seller; all advice being given and accepted at Buyer's risk. No statements or recommendations by Seller are to be construed as representations applicable to any particular application or use of the goods, including Buyer's application and use. Technical advice, including written materials furnished by Seller, shall not constitute a warranty or representation, statutory, express, or otherwise, which is expressly disclaimed.

6) **TITLE AND RISK OF LOSS:** Title shall pass to the Buyer on the date and place of delivery of the product(s). Buyer shall assume all risk of loss F.O.B. place of shipment. If shipping weights/dimensions are requested or given by RA Equipment, Inc. they are shown as approximate or average weights/lengths and are intended for the purpose of estimating only.

7) **PARTS RETURN:** Products may not be returned without prior written authorization and must be accompanied by an assigned Return Materials Authorization (RMA) number. Products returned without prior written authorization and not clearly marked with our assigned RMA number will not be accepted. If requested by R.A. Equipment shall be returned prepaid. Expenses which result from the return of goods must be borne by the Purchaser. Return goods are subject to restocking charges of not less than 20% of the value of the order and not less than \$25.00 plus outgoing and incoming freight charges. No cash refunds. Credit applied to future orders.

8) **LIMITATION OF LIABILITY/EXCLUSIVE REMEDY/INDEMNITY:** SELLER'S SOLE LIABILITY UNDER THIS CONTRACT FOR ANY BREACH, TORT, OR OTHER CAUSE OF ACTION IS LIMITED TO THE LEAST EXPENSIVE OF (I) A REFUND OF THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID TO SELLER LESS STRAIGHT LINE DEPRECIATION OVER A 5 YEAR PERIOD, (II) BUYER'S ACTUAL, DIRECT DAMAGES (EXCLUDING THOSE LISTED BELOW), AND (III) REPAIR OR REPLACEMENT OF THE PRODUCT OR THE NON-FUNCTIONING PART OR SERVICE. BUYER'S SOLE REMEDY IN CASE OF NON-DELIVERY BY SELLER SHALL BE LIMITED TO REFUND OF THE AMOUNT OF PURCHASE PRICE PAID TO SELLER, IF ANY. THESE REMEDIES ARE BUYER'S EXCLUSIVE AND SOLE REMEDY. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES OR LOSSES, INCLUDING LOST PROFITS AND ECONOMIC OR INDIRECT LOSSES, EVEN IF SUCH ARE FORESEEABLE OR COULD BE OR WERE REASONABLY ANTICIPATED, OR FOR ANY INJURY, EITHER PERSONAL OR BUSINESS, OF ANY KIND TO ANY PERSON, PREMISES OR PROPERTY ARISING FROM THE USE, MODIFICATION OR APPLICATION OF THE PRODUCT(S) AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM AND AGAINST ANY SUCH CLAIMS MADE AGAINST SELLER.

9) **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties; is a complete and exclusive statement of the Contract's terms and conditions; and supersedes any prior agreement, understanding or negotiation, whether oral or written. No modification can be made to this Contract except in a writing signed by authorized representatives of both Seller and Buyer