



## R&M USA Inc. Terms & Conditions

### **Free Technical Assistance:**

Our sales, technical advice and customer service teams are available to answer your questions by phone, fax, email or through our website at [www.rdm.com](http://www.rdm.com). Additional information, specification sheets, manufacturer's catalogs, and samples are available upon request.

### **Pricing:**

We strive to offer high quality products at a reasonable price. However, due to unexpected increases, our published prices are subject to change without notice. Quantity discounts are available for large orders—please call for a quote. Prices do not include taxes or shipping charges. In the event of a misprint, we reserve the right to charge the correct price.

### **Quotations:**

All written quotations are valid for thirty (30) days from day of issuance unless otherwise stated in the quote. Prices are not guaranteed after the expiration of the quotation period and are subject to change without notice. We reserve the right to correct typographic errors in quotations. Prices based on quantity discounts could change if the quantity ordered is not equal to the quantity quoted. Quotations do not include shipping, duties, or taxes. All quotations are in U.S. dollars. Part numbers are subject to change without notice.

### **Shipping:**

All Shipments are F.O.B., Milpitas, CA, USA or factory, unless agreed otherwise in writing. We prepay and add shipping charges to all credit accounts unless other arrangements are made. Delivery dates represent our best estimate based on the shipping method; however, we shall not be liable or responsible for any delay in delivery or for any failure to deliver due to force majeure or if the freight company (e.g. UPS, FedEx, or preferred carrier.) fails to meet the delivery date.

### **Payment:**

US Credit account payment terms are Net 30 days from date of invoice, unless "1% 10, net 30 days" or other terms are stated on the invoice, or otherwise agreed to in writing for customers that have been approved by our credit department. International customers are required to make prepayments via wire transfer.

### **Taxes:**

Applicable sales taxes are added for sales in the states of California unless the Purchase Order states that the order is for resale and a California resale certificate and a seller's permit is on file with R&M USA, Inc. Any applicable duties are prepaid and added to the invoice.

### **Opening an Account:**

To open a credit account, please forward a copy of your bank and trade references along with a signed copy of our credit application, to the attention of "Credit Department." If a purchase is for resale please include a signed and completed copy of a California certificate of resale. To avoid delay during new account processing, use credit card or request C.O.D. shipment.

**Return Policy:**

Custom manufactured products and special orders are not returnable unless those have defective material or workmanship. If you are not completely satisfied with your standard purchase within 15 business days, you may return it for refund, product credit, or exchange. To return a product, you must first call Customer Service for a Return Material Authorization (RMA) number. There is no restocking fee if products are returned in saleable condition within 15 days of customers' receipt. RMA's received by R&M USA Inc. later than 15 days are subject to a 20% restocking fee, or 30% restocking fee if return is later than 60 days after receipt. Returns must be shipped freight prepaid. Please include a copy of the packing list or invoice with the return along with the RMA number clearly marked on the outside of the package. Product shortages, incorrect products, or defects must be reported within five days.

**Custom, Special, Small and Large Orders:**

R&M USA Inc. specializes in custom orders. If you do not see a product listed on our website, we can usually make it or special order it. Custom manufactured orders can only be canceled prior to start of manufacture. If a custom or special order is canceled in progress, a fee will be incurred. Special orders are not returnable unless defective. Custom and special orders may not be returned or canceled without our written consent. On late cancellations of large dollar orders, restocking fees will be assessed: over \$5K - 10%, \$10K - 20%, \$20K or greater - 30%. Purchase orders for under US\$100 will incur an administration fee of US\$25.

**Technical Data:**

Technical data and statistical information contained in our website have been derived from information supplied by manufacturers. Although we believe that the information supplied is correct, we do not assume any responsibility whatsoever for its inaccuracy. We reserve the right to change these specifications at any time without notice. Conditions of use of the items listed in the website are beyond our knowledge or control, and consequently we assume no liability whatsoever for results obtained or lost or damaged as result of application of the data or information presented.

**Safety Regulations:**

Products sold by R&M USA Inc. are designed to meet stated U.S. safety standards and regulations. Because local safety standards and regulations vary, we cannot guarantee that our products meet all applicable requirements in every locality. The purchaser assumes responsibility for compliance with such safety standards and regulations in those localities in which the products will be shipped, sold, or used.

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**Limited Warranty:**

EXCEPT AS DESCRIBED IN OUR RETURN POLICY, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

R&M USA INC. SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATION OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY R&M USA INC., OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER. R&M USA INC'S LIABILITY FOR ANY LOSS WHATSOEVER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE PURCHASER FOR THE ITEM TO WHICH A CLAIM IS BEING MADE.



**Terms:**

THESE TERMS AND CONDITIONS SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN R&M USA INC AND THE PURCHASER, AND SHALL BE GOVERNED BY THE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES OF AMERICA. IF A SUIT SHOULD BE FILED AGAINST R&M USA INC, IT SHOULD BE FILED IN A CALIFORNIA COURT. IF ANY PART OF THESE TERMS AND CONDITIONS ARE DEEMED UNENFORCEABLE, THOSE PARTS NOT DEEMED UNENFORCEABLE SHALL REMAIN IN FULL FORCE AND EFFECT.

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