

# Ramler International Limited Terms and Conditions of Sale

**These Terms and Conditions (Terms) apply to all Orders of Goods from Ramler International Limited (we, us, our, Ramler or Company). These Terms, together with your Order, form a contract for the sale of the Goods. We will not be bound by any terms and conditions included in any purchase order, sales confirmation or other document or communication from the Customer.**

## 1. Definitions

**Customer or you** means the persons, firm or company from whom an Order is received and includes its legal assigns or successors. **Goods** means all goods supplied by us to a Customer, including goods ordered but not yet supplied. **Quote** means the quote we provide to you setting out the cost and description of the Goods.

## 2. Orders and Goods

2.1 All orders must be in writing and accompanied by a deposit of 50% of the price. We may in our discretion accept or reject any Orders. No order will be made with our supplier until the 50% deposit has been paid.

2.2 We will confirm each Order in writing, and upon such confirmation the Customer is bound by these Terms.

2.3 Product specifications are indicative only and variations in specifications, materials, prices, styles and colour may be made without notice.

## 3. Price and Payment

3.1 The price for the Goods will be as per our price list or your Quote as at the date of Order. Our Quotes are valid for 30 days (unless otherwise stated), and we may change the price for Goods at any time.

3.2 Unless otherwise agreed by us in writing, payment for the Goods (less any deposit paid) is due in full prior to or on delivery. We may in our discretion require full payment prior to shipment.

3.3 The Company will be at liberty to charge interest at 2% per month or the highest rate permitted by law, whichever is lower, on all overdue accounts, which shall be added monthly to the account. If we incur any legal, enforcement or other expenses in obtaining payment from a Customer, the Customer must reimburse those expenses.

3.4 With the exception of Goods sold in California and New York, the price does not include sales tax and such tax is the sole responsibility of the Customer (if applicable).

3.5 The price for the Goods shall be the price expressly quoted by Company to Customer. Unless otherwise agreed to in writing, pricing includes standard packaging for domestic shipment, labels and raw material and production costs, but does not include the following, which Customer shall pay: special packaging; and any insurance desired by Customer. Foreign shipments placed with Company may require additional charges for documentation and overseas packaging. Such charges shall be clearly identified on Company's invoices.

## 4. Delivery

4.1 We will use reasonable endeavours to deliver Goods in accordance with times stated. However, any delivery dates or schedules which are specified or agreed by us for the supply of Goods are estimates only and we will have no liability in respect of any delay in meeting such dates or schedules, or of non-delivery, or for damages claimed to result from such delay or non-delivery (apart from return of any amounts paid for the Goods, subject to paragraph 8.4 of these Terms).

4.2 The price is inclusive of delivery as set out in your Quote.

4.3 If we have to store the Goods for more than ten days, we may charge storage fees of 3% of the price of the Goods per month or part thereof.

## 5. Title and Risk

5.1 Risk of loss or damage for the Goods passes to the Customer at the time the Goods leave our manufacturing facility.

5.2 Title passes to the Customer only once Goods have been paid for in full and the Goods have been delivered to the Customer, or collected by the Customer's carrier.

## 6. Retention of Title

If we agree to provide Goods on credit, this clause 6 applies.

6.1 Until we have been paid in full for all Goods: (a) the legal and equitable rights in the Goods, including title, will remain with us; (b) should the Goods or any of them be affixed or added to any other item, such affixation will in no way affect our right to ownership of the Goods, or our right to detach them from any items to which they have been affixed; (c) the Customer will store the Goods separately and in such a way that they can be readily identified as being the property of the Company, should we so require; (d) subject to (e) and (f) below the Customer will be at liberty to sell the Goods in the ordinary course of business on the basis that the Customer will be under a fiduciary duty to us to account to us for the proceeds of such sale but may deduct from such proceeds the amount by which the proceeds exceed the total amount due from the Customer to us; (e) we may at any time revoke the Customer's power of sale by notice to the Customer if the Customer is in default for longer than 7 days in payment of any sum whatsoever due to us by the Customer, or if any bill of exchange, cheque or any other negotiable instrument drawn or accepted by the Customer in favour of the Company is dishonoured on presentation for payment or if we have reasonable doubts as to the solvency of the Customer; (f) the Customer's power of sale will automatically cease if a receiver is appointed over the assets or undertaking of the Customer or winding up order is made against the Customer or the Customer goes into voluntary liquidation or calls a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy; (g) upon termination of the Customer's power of sale under (e) or (f) above the Customer will place the Goods at the disposal of the Company who will be entitled to enter upon any premises of the Customer for the purpose of removing such Goods and to remove such Goods from the premises.

6.2 Where our interest in the Goods under clause 6.1 can be recorded in the relevant jurisdiction, the Customer agrees to do all things reasonably required in order to allow us to record that interest, including filing of Forms UCC-1.

## 7. Cancellation and Returns

7.1 Orders may not be cancelled unless we agree in writing. We may charge administrative cancellation fees at our discretion. If any orders are cancelled after we have submitted an order with a supplier, we will only refund your deposit to the extent that we can recover from the supplier. A fee equivalent to 25% of the cost of the Goods, or the costs incurred to date, whichever is the

greater, will be charged to the Customer on all cancellations accepted after manufacture of the products has commenced.

7.2 If the Customer does not give notice to the Company of any quality or quantity issues within 7 days of delivery, or, in the case of non-delivery, within 14 days of shipment, the Goods will be deemed to have been accepted.

7.3 Customers wanting to return Goods should first contact the Company quoting the invoice number, Order number, part number (if applicable) and reason for return. Any Goods returned are subject to the Company's inspection and investigation. In the case of Goods which are returned for any reason other than that they are defective: (a) the Company may impose a handling fee equal to 15% of the invoiced price of those Goods; and (b) the Customer will be responsible for the freight and other costs of returning the Goods to the Company.

## 8. Warranties and Limit of Liability

8.1 Subject to paragraph 8.4, Company warrants all Goods manufactured by it to be free from defects in workmanship and materials for a period of one year commencing thirty (30) days from date of shipment of the Goods by Company or for such other warranty period we offer you in writing (the **Warranty**). No other warranties apply other than the express Warranty given and the Warranty is expressly in lieu of all other warranties expressed or implied, at law or in equity, with respect to the goods or their characteristics, quality or performance, including without limitation any warranty of merchantability or fitness for a particular purpose, or non-infringement of any intellectual property rights of third parties, and any and all such warranties and representations are hereby disclaimed. Any representation, warranty or guarantee that might for any reason be implied into these Terms is excluded to the fullest extent permitted by law. No agent, representative, or dealer, or any other person or entity, is authorized to give on our behalf any representation or warranty as to the Goods or to assume for Company any liability pertinent to the Goods under any circumstances. Any warranty shall be voided if payment is not made in accordance with the terms as set forth by company.

8.2 In no event shall company be liable for any indirect, special, incidental or consequential damages of any kind arising from the use of or failure to use the product(s), whether in contract, warranty, tort, negligence, strict liability or otherwise, including but not limited to loss of profits or revenue, loss of use of the Goods, delays, or claims of customers of yours or other third parties for such or other damages. Company's liability on all claims, whether in contract, negligence, tort, strict liability, or otherwise for any loss or damage arising out of, or connected with an Order, or from the design or manufacture of the Goods, shall in no case exceed the purchase price of the Goods.

8.3 Company shall not be responsible for any nonconformity or defect in the Goods that: (i) is created after the Goods are delivered by Company, including any nonconformity, defect or damage resulting from shipment or handling by the common carrier or from your handling, maintenance or storage of the Goods; (ii) results from Goods composed of materials, specifications or designs provided by you; or (iii) results from modifications to the Goods by you or others. The limited Warranty applies only to Goods that are properly installed, maintained and operated under normal conditions with competent supervision in accordance with the instruction manual, good maintenance practice and Company recommendations, if any, made by Company in writing. Without limiting the foregoing, the limited Warranty shall be void in the case of any Goods that: (a) have been disassembled, repaired or tampered with in any way, except when such work has been done with Company's prior written approval, (b) have been damaged by use or operation in excess of any maximum pressures, temperatures or rated capacities as specified by Company in writing, or (c) is considered consumable.

8.4 Notwithstanding anything else in these Terms, but subject to all applicable laws, where any defect or non-delivery is due to a fault of one of our suppliers, our liability to you is limited to the extent to which we are able to recover from the relevant supplier. If we cannot obtain a refund of our deposit or payment for Goods with a supplier, we will not refund your deposit or payment. The Company's obligation, and the Customer's sole and exclusive remedy, under the Warranty is limited to repair or replacement, at the Company's option, of any Goods determined to be defective in workmanship or material during the applicable Warranty period. Freight charges, including costs of return and reshipment, incurred for shipment of warranty repair or replacement parts shall be the sole responsibility of Customer unless otherwise agreed. The warranty period shall not be extended by the performance of warranty repairs or replacements.

## 9. Care and Maintenance

You should inspect your Goods regularly, and check and tighten screws every three months (or more regularly if loose). It is important to examine points of stress such as corners, welded edges, glued joints and glides. If any Goods become unstable, cease use immediately. You shall maintain the Goods in accordance with our maintenance guidelines (if any). Failure to do so will void any warranties for the Goods.

## 10. General

**10.1 Privacy:** Subject to our privacy obligations, we reserve the right to include your name on our published list of clients to whom we are providing services unless you advise us, in writing, to the contrary.

**10.2. Whole Agreement:** These Terms together with the Quote and/or Order will constitute the entire contract between us relating to the provision of Goods.

**10.3 Variations:** We may amend these Terms at any time by written notice to you. The amended Terms will apply to all Orders after the date of notice.

**10.4 Jurisdiction:** These Terms will be governed by the laws of the State of New York in the United States of America.

**10.5 Severability:** The invalidity, illegality or unenforceability of the whole or part of any of these Terms does not affect the remainder of these Terms.

**10.6 Force Majeure:** We will not be liable for any breach of these Terms or failure to supply where such breach or failure is the result of an act of God, natural disaster, fire, flood, terrorism, war, riot, strike, industrial or labour dispute, governmental order or regulation, inability to obtain materials or power, or any other occurrence beyond our reasonable control.