



## Terms & Conditions

**DELIVERY:** R.D. Mathis Co. (hereinafter called the "Corporation") shall not be liable for loss, damage, detention or delay from causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, car shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities. Actual receipt of the products by the Purchaser shall constitute a waiver of all claims for delay.

**Shipping** dates are approximate and based on prompt receipt of all necessary information from the Purchaser. The products covered by this order shall be deemed finally inspected and accepted within ten days after the delivery thereof unless notice of rejection or notice of any claim is given in writing to the Corporation within said period. Acceptance as aforesaid shall constitute acknowledgment of full performance by the Corporation of all its obligations hereunder except as further stated under paragraph entitled "Warranty".

**RETURNS:** After purchase and delivery, any products returned may be subjected to a restocking fee before credit is issued to a customer. Returned parts will require pre-approval and pre-assigned "Return Material Authorization" number (RMA). Return of products is at the discretion of the corporation.

**PAYMENTS:** If, in the judgment of the Corporation, the financial condition of the Purchaser at any time does not justify continuance of production or shipment on the terms or payments specified herein, the Corporation may require full or partial payment in advance. Prorated payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from the date when the Corporation is prepared to make shipment. If manufacture is delayed by the Purchaser, payments shall thereupon be made based on the contract price and per cent of completion. Products held for the Purchaser shall be at risk and expense of the Purchaser.

**TAXES:** Prices do not include state or local taxes, if any, based on or measured by the sales price, which tax or taxes will be added to the prices where applicable.

**TITLE:** Unless provided otherwise by special conditional sale agreement, the existence of which shows on the face of this paper, title to the products sold as herein, specified shall pass from the Corporation to the Purchaser upon delivery to the carrier by the Corporation. Purchaser shall specify carrier and method of shipment. Insuring product shipments will be at the discretion and expense of the purchaser. In no event shall the Corporation be liable for any loss after delivery of the products to the carrier. All drawings, novel techniques, and inventions made by the Corporation in the fulfillment of this order shall be property of the Corporation. The Corporation grants no license by this sale under any patent rights it may now own or hereafter acquire except the right to use the equipment sold hereby for the purpose for which it is sold under such claims only as cover said equipment as sold by the Corporation.

**WARRANTY:** All parts shipped from Corporation are to be free of material, workmanship and functional type defects. Cosmetic imperfections are not considered defects. All products produced by the corporation may be considered consumable and do not have a specified lifetime. All products are to meet general standard specifications. This warranty applies to all items produced by the Corporation unless stated in writing otherwise.

**GENERAL:** Prices are subject to change without notice. The contract of sale shall be construed in accordance within the laws of California. This contract of sale constitutes the entire agreement between the parties, and the Corporation shall not be bound by any agent's or employee's representation, promise, or inducement not set forth herein. No waiver, alteration, or modification of any provisions hereof shall be binding on the Corporation unless in writing and signed by its duly authorized representatives. In no event shall the Corporation be liable for any consequential damages to purchaser's products or systems or losses of any kind. The total liability for the Corporation shall not exceed the cost of part sold to the purchaser. The purchaser shall not assign this contract or any rights hereunder without consent of the Corporation. Should invoice not be paid when due, material may be repossessed at seller's option with or without due process of law, to satisfy balance due. Any expense incurred by repossession of material to be added to balance due on invoice plus a reasonable amount for attorney's fee, but in no case less than \$100.00.