



The Reynolds Company - Terms & Conditions

1. **PRICES** - Prices quoted herein are subject to change without notice, unless otherwise noted. In any event, this quotation is subject to acceptance within thirty (30) days from date of issue. Any change in quantities, partial release or destination may incur a price adjustment.
2. **DELAY IN PAYMENT** - If payment of Seller's invoice is made after the net due date, Seller reserves the right to render an additional invoice to cover any additional charges for the extra time taken, 1.5% per month
3. **TAXES** - Prices shown do not include any sales, excise or other government charge payable by Seller to Federal, State or local authority. Any such taxes now or hereafter imposed upon sales or shipments will be added to purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.
4. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Seller and his suppliers. If Buyer fails to comply with these terms and conditions of sale or if Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
5. **CANCELLATIONS BY BUYER** - Cancellations by Buyer shall be by mutual agreement in writing based on any adjustment necessary to cover labor expended, material procured, and reasonable overhead expenses applicable thereto.
6. **DELAY IN DELIVERY** - Seller is not to be accountable for delays in delivery if caused by and legislative, administrative or executive law, order or requisition of the Federal Government or any State or Municipal Government or any subdivision, department, agency, officer or official thereof, or if caused by, but not limited to, strike, fire, floods, accidents, delays of carrier, inability to obtain suitable and sufficient labor, and necessary supplies of raw materials or other unavoidable contingencies beyond the Seller's control. Factory shipment or delivery dates are the best estimates of our suppliers. In no case shall Seller be liable for any consequential or special damages arising from any delay in delivery.
7. **LABOR CHARGE** - Seller shall not be held liable for any labor charges other than those agreed upon in advance between the manufacturer and Buyer of the products covered by this quotation.
8. **BUYER'S REQUIREMENTS** - Material and equipment included in this quotation are based on Seller's interpretation of Buyer's requirements and are subject to verification by Buyer or his representative. This quotation does not include accessory equipment unless such items are listed on reverse side.
9. **WARRANTIES** - All materials included in this quotation are warranted only to the extent of manufacturer's warranty. This warranty will be furnished on written request.
10. **BUYER'S REMEDIES** - Buyer's remedies for any defects in the materials covered by this quotation are subject to any limitations contained in manufacturer's terms and conditions to Seller. A copy of such terms and conditions will be furnished upon written

request. In any event, Seller shall not be liable for claims (based upon breach of express or implied warranties or negligence) for consequential or special damages or for any expenses incurred by reason of the use, sale or fabrication of the materials covered by this quotation, which are found to be defective. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

11. **RETURN POLICY** - Merchandise returned for credit will be subject to the Manufacturer's Return Goods Authorization terms and conditions and potentially other fees. Returned product must be received with its TRC issued RMA#, in its original packaging, unused, not damaged, and in saleable condition. Products must be returned within ninety (90) days of purchase date and proof of purchase is required. No returns will be accepted freight collect or COD and should be sent prepaid and insured. Credit will be issued for errors made by seller if buyer contacts seller within five (5) days from the receipt of merchandise. Additional detail on the return policy can be obtained at <http://reynoldsbeta.cimm2.com/Page/Return-Policy>.

12. **MODIFICATION OF TERMS AND CONDITIONS** - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, whether contained in Buyer's purchase or shipping release forms, or elsewhere, shall be binding on Seller without Seller's written consent. If the conditions of the quotation, which prevail over any inconsistent terms of Buyer's purchase order are not acceptable to Buyer, he must so notify Seller in writing at once.

13. **PAYMENT TERMS** are found on the front of our invoice. All charges are due and payable to The Reynolds Company of Dallas, Dallas County, Texas. No retainage allowed.

14. **TRANSFER OF TITLE** - All shipments, unless otherwise noted by The Reynolds Company, are EX WORKS Point of Shipment. Title passes upon Delivery to a common carrier. Freight claims are the responsibility of the owner.

15. **FREIGHT CHARGES** - will be Pre-Paid and added to the Invoice.

WAIVER - The failure of Seller or Buyer to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.