



BETTAG & ASSOCIATES, INC.

SPECIALIST IN SHEET METAL / WIRE FABRICATION

TERMS & CONDITIONS

116 NORTH CENTRAL DRIVE

O'FALLON, MO. 63366

(636) 272-4400

1 (800) 325-0959

FAX (636) 272-1405

PRICE POLICY:

Prices quoted herein on goods manufactured or sold by RDM Products Division, Bettag & Associates, Inc., hereinafter called the Company, are subject to change without notice. Prices in effect at the time of shipment will apply.

TERMS OF SALES:

Sale of goods covered hereby to purchaser is made solely on the terms and conditions hereof. Notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form of the purchaser, all of which additional or conflicting terms and conditions are hereby rejected by the Company. No representations or guarantees other than those contained herein shall be binding upon the Company unless made in writing and signed by an officer of the Company.

CANCELLATIONS:

Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses.

PRODUCT CHANGES:

In the interest of continuous product improvements, the Company reserves the right to change specifications and/or design without incurring obligation.

DELAYS:

The Company shall not be liable for any delays caused by riots, strikes, fires, floods, lack of transportation, delayed transportation, accidents or any other contingency beyond its control.

TERMS OF PAYMENT:

Terms of payment are subject at all times to the approval of the Company's Credit Department.

- * With approved credit: 2% 15 days from date of invoice, **net 30 days**. *Discount does not apply to shipping charges or sales tax.*
- * **There will be a 1½% per month delinquent charge imposed at 45 days, or as allowed by state law.**
- * The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the customer in the same manner and with the same effects as if originally added thereto.
- * The Company reserves the right to place Liens against any or all parts until payment is received in full. Expenses incurred by the Company for Liens, and/or other collections attempts will be the responsibility of the customer.
- * All payments tendered to the Company should be in US Dollars.

RETURNED GOODS:

Goods may not be returned except by permission of an authorized Company official and so returned will be subject to handling and transportation charges. Authorized return goods shall be shipped prepaid to the location designated by the authorization. Requests for returns must be made within 30 days of delivery. Returns made by customer for any reason other than manufacturing defect will incur a minimum 25% re-stocking fee.

Custom fabrication may NOT be returned for re-stocking and may only be returned for reason of manufacturer's defect.

ALL RETURNS MUST HAVE AN RGA# PROVIDED BY RDM PRODUCTS. ANY RETURN WITHOUT RGA # WILL NOT BE ACCEPTED.

TERMS OF SHIPPING:

Wholesale Customers

Prices are F.O.B. manufacturing point or warehouse with full freight allowed to destination within the continental U.S.A. (excluding Alaska and Hawaii), on orders totaling 1000 lbs. or more for shipment at one time to one destination. Orders totaling less than 1000 lbs. are F.O.B. manufacturing point or warehouse, freight not allowed. All shipments will be made via lowest cost common carrier and consignee shall pay for special services requested by consignee. The Company will use only a carrier authorized by the customer and all shipments will be made **COLLECT** unless **PREPAID & ADD** is authorized by the purchasing agent.

All other Customers (OEM & Contract Job)

The Company will use only a carrier authorized by the customer and all shipments will be made **COLLECT** unless **PREPAID & ADD** is authorized by the purchasing agent. Prices are F.O.B. (freight on board) manufacturing point with full freight allowed to destination within the continental U.S.A. Any "prepaid & add" freight charges will be invoiced to the customer by RDM Products.

CLAIMS for DAMAGE:

1. All damage must be noted on bill of lading at time of delivery.
2. All claims for damage must be submitted to the Company within 48 hours of delivery and will be submitted to carrier on your behalf.
3. Claims should include supporting documents such as photos and inventory.

CLAIMS for SHORTAGE:

1. Claims for factory shortages will not be considered unless made to the Company within 48 hours after delivery.
2. Shortages must be noted on original packing list and should reference part number and pallet number.
3. Fax shortage documents to 636-272-1405 within 48 hours of delivery

The responsibility of the Company for loss or damage ceases upon delivery of goods to the carrier. All goods are shipped at customer's risk.