

#### **Terms and Conditions**

### Standard Terms and Conditions

- All sales made by Rahn Plastics, Inc. ("May be herein after referred to as RPI") to the Buyer ("Buyer") are expressly conditioned on Buyer's acceptance of the following terms and conditions.
- RPI will not be bound by any terms of Buyer's Purchase Order or other acknowledgement form that are inconsistent with the terms herein.
- These terms and conditions may only be amended or waived in writing signed by an authorized representative of RPI.
- Neither RPI's commencement or performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions.

## **Order and Order Acceptance**

- All orders for Products shall be made by written purchase order sent to RPI, or by fax, e-mail, or phone.
- All purchase orders shall reference these terms and conditions. No purchase order shall be binding upon RPI until accepted in writing by RPI, and RPI shall have no liability to Buyer with respect to purchase orders that are not accepted.
- Buyer shall submit purchase orders to RPI in accordance with RPI's lead times then in effect. Once RPI accepts a purchase order, a Sales Order will be issued.
- Requests for Quotes can be sent to RPI by fax, e-mail, or via the web. RPI will issue quotes in writing to Buyer based on current pricing and availability.

# **Pricing**

- All pricing is CONFIDENTIAL and cannot be released to any third party without the express written consent of Rahn Plastics Inc.
- All quoted pricing is valid for 30 days from issuance of quote unless otherwise stipulated by RPI.
- All prices are subject to change without notice.
- Minimum Order Quantities or custom "Set-Up Fee's" may apply (as stipulated at the time of quotation) for \*special/non-stock production items.
- Due to Administrative processing costs, a minimum PO value of \$100 is required per transaction. A fee
  may be auto-generated for any PO's of less than \$100
- This fee is stipulated herein to be the difference between the value of your PO and \$100.00

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- All pricing shall be interpreted as FOB North Bay unless otherwise stipulated.
- Shipments destined outside of North America should ALWAYS be interpreted as quoted in US Currency.

### **Sales and Similar Taxes**

• Applicable (if any) taxes are not included in any pricing at the time of quotation.

## **Delivery, Shipment, and Acceptance**

- Freight allowed (standard ground consolidated) may be offered at the sole discretion of RPI for domestic (Canadian mainland) orders greater than \$2500 NET.
- In the event where Freight Allowed Terms are extended, they are to be interpreted/executed in the following way (unless otherwise stipulated in writing at the time of official quotation).
- Broken/additional shipments (if required) will be "prepaid and charged" to customer unless otherwise stipulated in writing & in advance of order processing.
- Freight Allowed Terms never include provision for Duties, Brokerage Fee's and/or applicable (if any) taxes on international shipments. These fees are always intended to be the sole responsibility of the Buyer.
- There are NO additional charges or fees for "today" orders but we do ask for your
  understanding in cases where it is not possible to execute the shipment because your order
  was placed after Noon Eastern Time on the same day.
- Standard Payment Terms are **Net 30 Days**. A 2% per month financing charge will be applied to any accounts in overdue status.
- \*RPI may elect NOT to ship goods to customers who are determined to be PAST DUE on invoices. This action to be considered and/or taken at the sole discretion of \*RPI.
- Custom Fabrication or Non-Stock Products are generally considered to be NON-Returnable, NON cancellable unless otherwise stipulated (in writing) at the time of quotation or PRIOR to order processing.
- Products purchased more than 1 year prior will be considered NON returnable without expressed consent of RPI.
- Standard Re-stock FEE of 35% will apply to all allowable returned items which are deemed to be resalable. This product is always subject to inspection at the time of receipt and the shipment may be refused at the SOLE discretion of \*RPI.
- A cost recovery fee will be applied to any allowed custom order cancellation that happens during the
  manufacturing process. This fee will be tabulated based on progression of the project and may include
  provision for equipment, parts, labor or "other" costs incurred as a result of the order.
- Buyer is responsible for any loss or damage to shipments after RPI has delivered the Products to any
  common carrier. RPI shall use reasonable efforts to deliver Products at the times specified in the Sales
  Order, provided, however, that all delivery dates are estimates and deliveries may be made in
  installments. All Products delivered will be packaged in accordance with RPI's standard practice or
  mutually agreed upon method and include itemized packing slips.
- Any shipping discrepancies must be reported to \*RPI within 30 days of landed delivery date.

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