

# **RT ENGINEERING CORPORATION**

## **Service Products and Control Systems**

### **Terms and Conditions**

#### **QUOTATIONS AND PUBLISHED PRICES**

Until acceptance, all written quotations are subject to change and are void after 30 days. Published prices by RT Engineering are not offers to sell and are subject to change without notice.

#### **ACCEPTANCE AND AGREEMENT**

The provisions on the face hereof and these Terms and Conditions of Sale constitute the entire agreement between RT Engineering and the Purchaser and supersede the Purchaser's purchase order and all other communications between the parties, whether written or oral. No purported modification or waivers of the provision hereof shall be binding on RT Engineering for any purpose unless contained in a writing signed by an authorized representative of RT Engineering. The provisions hereof shall be deemed to have been accepted by the Purchaser's acceptance of all or any part of the products covered hereby.

#### **TAXES**

Prices do not include any applicable sales, use, excise or similar taxes and the amount of any such tax which RT Engineering may be required to pay or collect will be added to each invoice unless the Purchaser has furnished RT Engineering with an appropriate tax exemption certificate acceptable to the taxing authorities.

#### **DELIVERY**

Shipping dates given by RT Engineering are approximate and are based on prompt receipt of all necessary information regarding the order. RT Engineering will use its best efforts to meet the scheduled date but cannot be held responsible for its failure to do so for causes beyond its reasonable control and, in no event shall it be liable for any loss or damage resulting for its failure to deliver.

In the event of any delay requested by the Purchaser or any delay caused by lack of shipping instructions, RT Engineering will store all items ordered at the Purchaser's risk and expense, and will invoice the Purchaser for the full contract price of the equipment on or after the date on which the same is ready for delivery. If manufacture is delayed by the Purchaser, payment shall be made based on the percent of completion and the contract price.

#### **SHIPPING COSTS**

Shipment for systems and drop-shipped items are F.O.B. point of manufacturing with freight collect. Incoming freight charges incurred by RT Engineering will be invoiced separately.

#### **PRICE POLICY**

Prices will be adjusted to those in effect at time of shipment on all products except engineered systems.

For engineered systems, prices are firm on shipment made within 6 months of date of order. For shipments beyond 6 months, prices will be adjusted to those in effect at time of shipment, but the maximum increase in the price shall be 1% for each full month or fraction thereof, in excess of six months from date of order to date of shipment.

#### **PAYMENTS**

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, the Purchaser will be invoiced, based on the contract price, for the percentage of work completed. Shipment delayed by the Purchaser will be stored by RT Engineering at the Purchaser's expense and risk.

#### **PACKING**

RT Engineering makes no charge for its standard packing for domestic shipment. The Purchaser will be charged for export packing or other special packing required. No credit or deduction will be allowed if no packing is required.

#### **LOSS, DAMAGE OR DELAY**

RT Engineering shall not be liable for loss, damage, detention or delay resulting from causes beyond its reasonable control or caused by fire, strike, civil or military authority, restriction of the United States Government or any department, branch or representative thereof, insurrection or riot, embargoes, car shortage, wrecks or delays in transportation, or inability to obtain necessary labor, materials, or manufacturing facilities due to such causes. Receipt of the apparatus by the Purchaser upon its delivery shall constitute a waiver of all claims for delay.

#### **CHANGES**

The Purchaser may, with the written consent of RT Engineering, make changes in the equipment covered by an order. The Purchaser shall pay all reasonable costs and expenses incurred by the implementing of the requested change by RT Engineering.

## **INDEMNITY AGAINST INFRINGEMENT OF PATENTS, DESIGNS, COPYRIGHTS, TRADE SECRETS, AND TRADEMARKS**

With respect to all goods manufactured either in whole or part to the Purchaser's specifications, Purchaser warrants that the goods manufactured will not infringe any United States letters patent or any design, copyright, trade secret, or trademark of any third party. Purchaser agrees to defend, indemnify, and hold harmless RT Engineering, its successors and assigns, against any lost damage, liability, cost, and expenses from any suit, claim, judgement, or demand involving any infringement or alleged infringement of any United States letters patent or any design, copyright, trade secret, or trademark of any third party by the sale or use of the goods manufactured hereunder.

## **TERMS**

Terms are cash net 30 days, except engineered systems or any other product or service defined otherwise on the quotation.

## **CANCELLATION**

An in-process order may be cancelled by the Purchaser with the written approval of RT Engineering. There will be charges for cancellation based on the status of the order with regard to costs expended prior to receipt of such cancellation notice by RT Engineering. Cancellation of an engineered system after work has commenced will result in a cancellation fee equal to 25% of the quoted cost.

## **MINIMUM BILLING**

The minimum billing charges shall be \$50.00 plus transportation charges.

## **RETURNED GOODS**

Goods sold hereunder may not be returned unless accompanied by a "Material Return Authorization" which can be issued only by RT Engineering, at its option.

## **DRAWINGS**

Seller's prints or drawings attached hereto or heretofore or hereafter furnished by Seller to Purchaser in connection with the obtaining or performance of Purchaser's purchase order are the property of the Seller and represents a proprietary article in which RT Engineering retains any and all patent and other rights, including exclusive rights of use and / or sale. Possession of such prints or drawings does not convey any permission to manufacture the article or articles shown therein, such permission to be granted only by specific authorization in writing signed by an officer or other authorized agent of RT Engineering.

## **ENGINEERED SYSTEM**

RT Engineering warrants that an Engineered System will, if properly installed, operated and maintained, perform in accordance with the specifications set forth in RT Engineering's Engineering Analysis, provided the actual operating conditions and requirements of the Engineered System and each item of equipment forming a part thereof are as set forth in RT Engineering's Engineering Analysis and are within the rating of such equipment, and the final adjustments and start-up operation are approved by RT Engineering qualified engineering and / or technical personnel and such start-up as finally approved, is completed within 6 months from date of shipment to the Purchaser. Responsibility of RT Engineering hereunder shall be limited to compliance with Engineering Analysis. All equipment furnished by others which interact with the RT Engineering system must be in proper working order and in no case should the equipment or any associated process variable(s) cause the RT Engineering components to operate outside their ratings. RT Engineering's responsibility is limited only to the proper operation of its equipment and it does not make any warranty, representation or guaranty as to the process finished product.

## **WARRANTY**

All RT Engineering products are warranted against defects in workmanship and materials for twelve (12) months from date of shipment or when ready for shipment if shipment is delayed by Purchaser. This constitutes R.T. Engineering's only warranty in connection with this sale, and is in lieu of all other warranties, express or implied, written or oral. **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT APPLY TO THIS SALE.** No employee, agent, dealer or other person is authorized to give any warranties on behalf of RT Engineering, nor to assume for RT Engineering any other liability in connection with any of its products, except an officer of RT Engineering in a signed writing.

## **LIMITATION OF REMEDY**

RT Engineering will repair or replace, at RT Engineering's option, F.O.B. factory, any RT Engineering part defective in workmanship or materials if written notice of claim is made to RT Engineering within one year from date of shipment. It is agreed that such replacement or repair is the exclusive remedy available from RT Engineering should any of RT Engineering's products prove defective. RT Engineering is not liable for damage of any type whatsoever, including incidental and consequential damages.

## **TITLE**

The title to the apparatus sold as herein specified shall not pass from RT Engineering and shall remain personal property until fully paid for in cash, and the Purchaser agrees to perform all acts which may be necessary to perfect and assure retention of title to the said apparatus in RT Engineering.

## **START-UP**

Start-up of an Engineered System is not part of the quoted price, unless specifically included in the written quotation.

**GOVERNING LAW**

This Agreement shall, in all respects, be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A, excluding its conflicts of laws principles.

**ARBITRATION**

All disputes arising out of or relating to this Agreement shall be finally resolved by arbitration conducted in the English language in Boston Massachusetts, U.S.A. under the commercial arbitration rules of the United Nations Commission on International Trade Law. Each party shall appoint an arbitrator and the two (2) arbitrators so appointed shall jointly appoint a third arbitrator. Both parties shall bear equally the cost of the arbitration. All decisions of the arbitrator(s) shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement.