

SUMMARY

In the following Terms & Conditions the ordering party may be designated as “Customer” and RAVAS USA, INC. may be designated as “Supplier”. The acceptance of these Terms & Conditions shall be considered effective upon placement of order.

1. GENERAL

- 1.1. When applicable, sales tax will be added to the invoice as a separate charge. If an from sales and/or use tax is claimed, supporting documents must be furnished by the customer prior to shipment to avoid the charges.
- 1.2. Prices, terms, and conditions of sale are subject to change at discretion of Supplier.
- 1.3. Any sales quotations provided by Supplier shall automatically expire thirty (30) calendar days from the date issued and are subject to termination by Supplier by notice to Customer.
- 1.4. All sales are FOB RAVAS Scale warehouse, Twinsburg, OH, and all risk of loss shall pass to Customer at time of shipment regardless of the method of shipment.
- 1.5. Shipping and handling charges apply to all shipments and will be added as a separate charge on the invoice, including warranty item shipments.
- 1.6. Customer acknowledges that Supplier shall not be liable to Customer for any lost profits or other economic loss of Customer arising out of any breach of this agreement by Supplier or the failure of the goods to perform in any particular manner.
- 1.7. Any legal action shall be subject to, construed under and enforced according to the laws of the State of Ohio.
- 1.8. Supplier is not responsible for clerical or typographical errors made in any of its publications, quotations, orders, acknowledgements, or invoices. All such errors are subject to correction.
- 1.9. Software embedded in or bundled with hardware must be used solely with the device for which it was intended and may not be transferred separately. Supplier is not liable for any misuse of RAVAS supplied software or hardware, either intentional, or unintentional.
- 1.10. Export orders may require prepayment by credit card or wire transfer. This case by case determination is made at the sole discretion of Supplier.

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2. ORDER ADMINISTRATION & ACCEPTANCE

- 2.1. All orders must be initiated by a purchase order sent to the RAVAS USA sales office email address (*salesoffice-usa@ravas.com*) or directly to the salesperson. No “verbal” purchase orders will be considered valid, and likewise, no work on product will begin until an authorized purchase order has been received.
- 2.2. Orders from accounts that have been dormant for one (1) year or more shall require 20% prepayment by credit card, wire transfer or ACH.
- 2.3. Orders from new customers must be accompanied by a credit application and reference list of at least (3) business references. Supplier reserves the right to deny an order based on the results of a credit check.
- 2.4. New customers will be required to furnish a 20% prepayment before work against the order will be started, without exception, made by credit card, wire transfer or ACH.
- 2.5. Customers who have displayed poor invoice payment history will be required to furnish a 50% prepayment on new orders, with such determination to be made in Supplier’s sole discretion. Supplier will not accept new orders from accounts with delinquent invoice balances until the delinquent balance has been paid in full. Prepayment and account payoff to be made by credit card, wire transfer or ACH.
- 2.6. All orders more than \$50,000 USD will require a 20% prepayment before work against the order will be started, without exception. Prepayment will be accepted by credit card, wire transfer or ACH.

3. ORDER CANCELLATION

- 3.1. Supplier will allow Customer to cancel orders for Standard Products or Parts (i.e., items that are not a Custom Order) by providing notice in writing to Supplier within one (1) week of Supplier’s receipt of Customer’s order, and prior to shipment.
- 3.2. Orders canceled after shipment will be treated as a return (see Return Policy in Section 4 below) regardless of when the order was placed.
- 3.3. Customer may cancel undelivered portions of any Standard Product or Parts order, for example in the instance of supply chain disruption, only with the written approval of Supplier. If Customer makes an assignment for the benefit of creditors, or if Supplier for any reason feels insecure about Customer’s willingness or ability to perform, Supplier shall have the unconditional right to cancel the sales transaction or demand full or partial payment in advance.

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- 3.4. Order cancellation does not apply to Custom product orders, non-standard size orders, or other special orders. If Customer cancels a Custom Order, non-standard size order, or other special order for any reason the buyer shall pay Supplier the actual costs and expenses incurred prior to the notice of cancellation, as well as a cancellation charge. The determination of the cancellation charge is in Supplier's sole discretion, but at a minimum, shall be 15% of the contract price.

4. PRODUCT RETURNS

- 4.1. No returns accepted more than thirty (30) days after shipment.
- 4.2. Orders totaling \$10,000 or more cannot be returned.
- 4.3. Used, obsolete or damaged items are not returnable.
- 4.4. Returned items must be in re-saleable condition for credit. This determination will be made by Supplier upon product return and at the sole discretion of Supplier.
- 4.5. All returned items are subject to an inspection. Supplier reserves the right to charge for any damage sustained, determined by, and at the sole discretion of Supplier.
- 4.6. Any non-creditable items will be returned to the Customer at their expense.
- 4.7. Customer will pay for freight associated with returned parts and/or returned items.
- 4.8. Freight charges are not refundable or eligible for credit.
- 4.9. Customers must obtain a Return Materials Authorization (RMA) number prior to shipping items back to RAVAS. The RMA number must be clearly marked on any boxes or shipping documentation.

To obtain an RMA, contact RAVAS USA, INC. at 330-425-3092 with the following information:

- Invoice or sales order number from the original purchase.
 - Item number(s) and quantities to be returned.
 - Reason for the return.
 - Contact information for person authorized to resolve return items.
- 4.10. Items received by Supplier without an RMA number may not be granted credit and may be returned to the Customer at Customer's expense.
- 4.11. Returns received by Supplier 30 days or less after shipment are subject to a restocking fee, which shall be no less than 25% of the order total.

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- 4.12. Custom Orders, Special Orders, Class III Scales with 48" front plate width, Class IV Scales and Bar Mount Scales (each a "Custom Order") cannot be returned.

5. PRODUCT WARRANTY

- 5.1. RAVAS USA, INC. warrants the equipment that we manufacture for a period of twelve (12) months from the date of shipment against manufacturer's defects in materials and/or workmanship. This warranty applies only to the original owner of the equipment. Supplier's obligation under this warranty is limited to the repair or replacement of defective parts. Replacement or repair of parts or products is at the sole discretion of RAVAS. This warranty covers shipping and handling charges (for warrantable instances).

This warranty does not apply to electric products which are manufactured by other companies and sold by Supplier. Customer's sole warranty for these products is limited to that offered by the electronic product's original manufacturer. Typical examples of such products include, but are not limited to, computers, printers, scanners, and specialty indicators.

This warranty specifically excludes any repairs not necessitated by a manufacturer's defect. This includes, but is not limited to, failure to install, calibrate, and/or operate the product in accordance with the manufacturer's installation and/or technical manual. It also does not include intentional or unintentional misuse of the product.

Supplier makes no other warranties, express or implied, and Customer hereby disclaims all implied warranties of merchantability, and/or fitness for a particular purpose. In no event will Supplier be liable for punitive, special or consequential damages, or for an amount more than the purchase price of the defective RAVAS product or products.

(Supplier reserves the right to modify this warranty policy at any time.)

- 5.2. All warranty work must be pre-authorized by Supplier and performed by a RAVAS technician or a certified scale technician dispatched by Supplier at its sole discretion. Any work performed on a RAVAS USA product which is not specifically approved by Supplier will void any currently active warranty pertaining to said product.
- 5.3. For all instances expected to be warrantable events, contact RAVAS Technical support at (330)425-3092 for further guidance.
- 5.4. No warranty claim will be considered valid without an RMA number. (Reference section 4.9. through 4.11.).

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- 5.5. No warranty service work is to be performed on any RAVAS product without an authorized Service Work Ticket. (Reference RAVAS USA's Service Policy for a complete policy statement).
- 5.6. For warranty work to be performed at RAVAS USA in Twinsburg, Ohio, product will have to ship back to RAVAS. Setting up shipment will be handled by RAVAS. Properly packaging the product for shipment will be the responsibility of the Customer. After the repair is made, Supplier will handle shipping the product back to the Customer.
- 5.7. With a "Pass" designation (for the final test disposition) in section 7 of the Service Work Ticket, Supplier will consider the warranty service complete and the claim closed.

RAVAS USA, INC

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