



## REDRING SALES TERMS & CONDITIONS

- ⇒ NCNR – all products are non-cancellable and non-returnable once a purchase order is placed.
- ⇒ Details of product conditions:
  - New & Original: New factory packaging product.
  - New Surplus: New, never used, not in original packaging.
  - Used: Used good working condition.
  - Refurbished: Parts that have been repaired and updated in good working condition.
- ⇒ For Industrial Automation Products: RedRing Sales warrants that the good(s) sold pursuant to a particular order (“Goods”) shall be free from defects in materials and workmanship for a period of one (1) year from the date the customer is invoiced for the Goods (“the Warranty Period”). The foregoing warranty shall only be applicable to Goods stored, installed, handled, operated, or otherwise used under normal conditions.
- ⇒ For Electronic Components: RedRing Sales warrants that the good(s) sold pursuant to a particular order (“Goods”) shall be free from defects in materials and workmanship for a period of 60 days from the date the customer is invoiced for the Goods (“the Warranty Period”). The foregoing warranty shall only be applicable to Goods stored, installed, handled, operated, or otherwise used under normal conditions.
- ⇒ RedRing’s obligation shall be limited to the repair or replacement, in RedRing’s sole discretion, of any such Good (or part/component thereof as RedRing determines) free of charge to the customer. If RedRing determines that the Good cannot be repaired or replaced, RedRing shall credit the customer’s account in an amount equal to the sum the customer paid for it.

### **\*Automation Products Disclaimer\***

*RedRing Sales is an independent supplier of new surplus industrial automation equipment. We are not an Authorized Distributor or in any way affiliated with any listed manufacturers. We have developed our own global sourcing relationships and procure our equipment through such sources. RedRing sells hardware products only and does not re-sell software licenses. Some hardware products may contain software and may not be legally operated without first purchasing a proper software license from the manufacturer of such products. RedRing respects intellectual property of others, and we ask our customers to do the same. Customer acknowledges and agrees that RedRing does not provide any operating system software or software right-to-use licenses with the products it sells. Customers understand and agree that proper software licensing, software maintenance and upgrades are subject to applicable manufacturer’s Software Licensing Agreement. Customer shall be solely responsible for obtaining proper software licenses for applicable products from the manufacturer. RedRing is not an Authorized Distributor of the products, manufacturers’ warranties and support do not apply. Customers must check manufacturer’s website for further information. All listed logos, trademarks or service marks are property of their respective owners.*

## 1. ORDERS

Any order received and accepted by RedRing Sales (Seller) shall be construed as an acceptance of Seller's offer to sell its products to the purchaser (Buyer) in accordance with the terms and conditions of sale set forth herein. This document contains all the terms and conditions of the agreement between Seller and Buyer. Any delays by Seller in delivering Products that are due to manufacturer's lead times or to any cause beyond Seller's reasonable control shall not give rise to liability on the part of Seller.

## 2. PRICE

Prices for all products will be as stated in the standard price list in effect at the time Seller accepts the purchase order or as specified in an authorized Seller written quotation in effect at the time of the acceptance by Seller of a conforming order. Prices published by Seller or quoted by Seller are subject to change without notice.

## 3. TAXES AND OTHER CHARGES

Prices do not include any sales, use, excise or other taxes. Unless otherwise agreed to by Seller in writing, all such taxes and charges shall be paid by Buyer. Buyer is responsible for obtaining and providing to Seller any certificate of exemption or similar document required to exempt a sale from sales, use, or other tax. Unless otherwise agreed to by Seller in writing, all prices are FOB shipping point and prices do not include freight/handling charges and insurance charges.

## 4. DELIVERY, TITLE, AND RISK OF LOSS

Unless otherwise specified, Seller's obligation is to deliver the products to a carrier at the shipping point. Seller reserves the right to produce and ship all or any part of the products specified in any order, including partial shipments, from any of its plants or facilities or those of its suppliers. Seller reserves the right to determine the method of transportation, but Seller will use all reasonable efforts to comply with Buyer's requests as to method of transportation. Unless otherwise agreed to by Seller in writing, Buyer shall be responsible for making all claims with carriers, insurers, warehousemen, and others for mis-delivery, non-delivery, loss, damage, or delay.

## 5. PAYMENT

If Buyer establishes and maintains open account credit with Seller, payment shall be due within 30 days after the date of shipment. If credit is not established or maintained, terms shall be net cash on or prior to the date of shipment. Seller reserves the right, at its sole discretion at any time to revoke any credit previously extended. Amounts owed by Buyer with respect to which there is no dispute shall be paid without set off for any amounts which Buyer may claim are owed by Seller and regardless of any other controversies which may exist. Buyer indemnifies Seller against all costs of collection, including reasonable attorneys' fees. All late payments shall be charged interest computed daily from the due date until paid in full. A late charge of one and a half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, will be imposed on all past due accounts. Buyer shall be liable for costs of collection, including reasonable attorneys' fees and court costs, in any action to collect past due amounts.

## 6. CANCELLATIONS AND CHANGES

Accepted orders may not be cancelled, revised, or rescheduled without Seller's prior written consent and upon terms that will fully indemnify Seller against loss. Orders for standard product are subject to a 25% restocking fee if the order is cancelled less than 15 days prior to scheduled shipment. Orders confirmed as NCNR cannot be cancelled or returned.

#### 7. LIMITED WARRANTY & LIMITATION OF LIABILITY

RedRing Sales warrants that the good(s) sold pursuant to a particular order (“Goods”) shall be free from defects in materials and workmanship for a period of 60 days from the date the customer is invoiced for the Goods (“the Warranty Period”). The foregoing warranty shall only be applicable to Goods stored, installed, handled, operated, or otherwise used under normal conditions.

RedRing’s obligation shall be limited to the repair or replacement, in RedRing’s sole discretion, of any such Good (or part/component thereof as RedRing determines) free of charge to the customer. If RedRing determines that the Good cannot be repaired or replaced, RedRing shall credit the customer’s account in an amount equal to the sum the customer paid for it.

#### 8. LIMITATION PERIOD

Subject to any of the limitations expressed in the applicable warranty, no action by Buyer may be brought at any time for any reason against Seller or the manufacturer.

#### 9. FORCE MAJEURE

Seller shall not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's control, including, without limitation, acts of nature, unavailability of supplies or sources of energy, riots, wars, fires, floods, epidemics, lockouts, strikes and slowdowns, delays in delivery by suppliers, or acts or omissions of the Buyer. The Buyer shall be liable for storage charges, including but not limited to all third-party costs and expenses incurred by Seller, in holding or storing products for the Buyer or at the Buyer's request.

#### 10. INSTALLATION

Unless otherwise specified, Seller assumes no obligation to install any products sold or to place any products in working order at Buyer's premises.

#### 11. VALIDITY OF SEPARATE CLAUSES

If any provisions of this agreement shall be held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby.

#### 12. DISPUTE RESOLUTION

Canada, the validity, interpretation, and performance of this Agreement for all Products delivered in Canada, and all Services performed in Canada, shall be governed by, and construed in accordance with the laws of Quebec, without giving effect to conflict of laws principles. Both parties agree that any action, demand, claim or counterclaim relating to the terms and provisions of this Agreement, or to any claimed breach, shall be commenced in a court of competent jurisdiction in the judicial district of Montreal, Quebec, and both parties expressly acknowledge that personal jurisdiction and venue shall lie exclusively and is properly in Montreal, Quebec.

#### 13. ENTIRE AGREEMENT

This Agreement (together with any agreements, policies or terms incorporated by reference) shall constitute the complete, final, and exclusive statement of the terms of the Agreement between the parties with respect to the subject matter of this Agreement and the transactions between the parties and shall not be modified or rescinded, except by a writing signed by Seller and Buyer.