

Ritrama, Inc.
Legal Head Office & Administrati

Legal Head Office & Administrative Office 1896 Moore Duncan Hwy Moore, SC 29369 U.S.A. Tax ID: 41-0846790 info-us@ritrama.com northamerica ritrama.com Production Center 1898 Moore Duncan Hwy Moore, SC 29369 U.S.A. Ph: +1 (864) 586-4101 Fax: +1 (864) 640-8800 Production Center 800 Kasota Ave Minneapolis, MN 55414-2814 U.S.A. Ph: +1 (612) 378-2277 Fax: +1 (612) 378-9327 Production Center 341 Eddy Road Cleveland, OH 44108 U.S.A. Ph: +1 (216) 851-2300 Fax: +1 (216) 851-1938

RITRAMA Inc. CONDITIONS OF SALE

- 1. The price of the material covered hereunder shall be Seller's established price in effect at the time the material covered by this order is shipped to Buyer. Where prices are F.O.B. Seller's shipping point, Seller may at its option deliver in its own equipment. In such cases, the lowest applicable common carrier charges for delivery by truck shall be added to the price, and title shall pass on delivery to Buyer.
- 2. Except as provided in Condition 7 hereof, Seller makes no warranty of any kind, express or implied, except that the material sold hereunder shall be of merchantable quality, and the Buyer assumes all risk and liability for results obtained by the use of the material, whether used singly or in combination with other products.
- 3. No claims will be allowed after material has been treated, processed or altered in any manner. No claim of any kind, whether as to material delivered or for non-delivery of material shall be greater in amount than the purchase price of the material in respect of which such damages are claimed; and failure to give notice of claim within three (3) months from date of delivery, shall constitute a waiver by Buyer of all claims in respect of such material. The remedy hereby provided shall be the exclusive and sole remedy of the Buyer; any right of the Buyer to consequential damages is excluded.
- 4. Seller reserves the right to charge interest on all bills not paid at maturity. Terms shown on front of this invoice are from the date of invoice and are not contingent upon delivery. In the event Buyer fails to fulfill the terms of payment, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make future deliveries except upon receipt of cash or satisfactory security.
- 5. Buyer shall reimburse the Seller for all taxes, excises or other charges in which the Seller may be required to pay to any government (national, state or local) upon the sale, production or transportation of the material sold hereunder.
- 6. No liability shall result from delay in performance; or nonperformance, caused by circumstances beyond the control of the party affected, including but not limited to, acts of God, fire, flood, war, government action, accident, labor trouble or shortage, inability to obtain material, equipment, or transportation. Quantities so affected may be eliminated from the order without liability but the order shall remain otherwise unaffected.
- 7. In the event of inability, for any reason, to supply the total demands for the material specified in Buyer's order, Seller may allocate its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as Seller may deem fair or practical without liability for any failure of performance which may result there from.
- 8. Seller warrants that the use or sale of the material delivered hereunder will not infringe the claims of any United States patent covering the material itself, but does not warrant against infringement by reason of the use thereof in combination with other material or in the operation of any process.



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- 9. This order is not assignable or transferable by Buyer, in whole or in part, except with written consent of Seller.
- 10. Except as provided in Condition 6 hereof, no item of this order manufactured or in process of manufacture shall be subject to cancellation, deferred delivery, alteration or change in specification.
- 11. Upon request, Seller will furnish such technical advice as it has available as to the use of its product by Buyer; but it is expressly understood, however, that all such technical advice is given gratis and Seller assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.
- 12. This instrument contains all the terms and conditions with respect to the sale and purchase of the material named herein and no modification of these terms and conditions shall be of any force or effect unless in writing and signed by the party claimed to be bound thereby.