

## Terms & Conditions of Sale

**Limited Liability** Ransom & Randolph Company's (R&R) technical advice, whether verbal or in writing, is designed to assist the user in using R&R's product. Such advice does not expand R&R's limited warranty or relieve the user of testing R&R's products to determine their suitability for the intended uses and procedures. The user assumes all risk and liability for damages arising out of improper use of R&R's product.

In the event of a defect in material or workmanship in R&R's product, R&R's liability is limited, at R&R's option, to replacement of the defective product or part thereof, or reimbursement of the actual cost of the defective product. Failure to give R&R notice of any claim within 30 days of delivery of the product concerned shall constitute a waiver of such claim by Buyer. In order to take advantage of the limited warranty, the defective product must be returned to R&R. In no event shall R&R be liable for any indirect, special, incidental, or consequential damages.

EXCEPT AS EXPRESSLY PROVIDED, THERE ARE NO WARRANTIES, BY R&R, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES WITH RESPECT TO DESCRIPTION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THESE TERMS AND CONDITIONS ARE FINAL AND BINDING, AND MAY NOT BE CHANGED OR MODIFIED EXCEPT IN WRITING, SIGNED BY R&R'S BUSINESS UNIT DIRECTOR, AND NO MODIFICATION SHALL BE EFFECTED BY THE ACKNOWLEDGMENT OR ACCEPTANCE OF PURCHASE ORDER FORMS CONTAINING DIFFERENT TERMS OR CONDITIONS. ALL SALES OF PRODUCTS ARE LIMITED TO AND MADE EXPRESSLY CONDITIONAL ON BUYER'S ACCEPTANCE OF THE FOREGOING TERMS AND CONDITIONS. SELLER EXPRESSLY OBJECTS TO AND REJECTS ANY TERMS AND CONDITIONS THAT MAY BE PROPOSED BY BUYER THAT ARE IN ADDITION TO OR DIFFER FROM THE FOREGOING TERMS AND CONDITIONS. UNLESS A WRITTEN ACKNOWLEDGMENT SIGNED BY R&R'S BUSINESS UNIT DIRECTOR IS EXECUTED, SELLER CONSIDERS BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS.

**FOB Shipping Point Terms** All products are shipped FOB Shipping Point which is defined as the point at which title of goods transfers to the Buyer. Seller may or may not pay freight charges in this instance. In all cases, the Buyer bears the freight charges, owns the goods in transit and files all claims for loss and damage.

**Export Compliance** The product(s) herein are not to be resold or reexported without express consent of Ransom & Randolph and may require authorization from the US Department of Commerce. The purchaser will comply with all US and EU anti-corruption and trade laws and regulations.

The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this purchase Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Executive Order 14024.

The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this purchase Agreement.

Any violation of above paragraphs shall constitute a material breach of an essential element of this purchase Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to: termination of this Agreement and a penalty of 100% of the total value of this purchase Agreement.

The Buyer shall immediately inform the Seller about any problems in applying above requirements including any relevant activities by third parties that could frustrate the purpose of this purchase Agreement. The Buyer shall make available to the Seller information concerning compliance with obligations under this purchase Agreement within two weeks of the simple request of such information.

**ISO Certification** R&R's Maumee, Ohio manufacturing facility is ISO 9001:2008 compliant. To determine if the products you purchase were manufactured in an ISO compliant facility, contact R&R's Quality Assurance Manager.

**Return Policy** Please contact our Customer Service Department prior to returning or refusing product. All returns must be preapproved and issued a Returned Goods Authorization number and paperwork. To receive credit, paperwork must travel with the returned shipment and goods must be returned in good condition and in original packaging. Credit will be issued upon receipt and inspection of goods. R&R reserves the right to refuse shipments returned without proper return authorization. All items accepted for return will be assessed a restocking fee unless otherwise noted. Shipments returned without authorization will automatically be assessed a restocking fee. Any freight charges incurred by R&R for freight returned without authorization will be invoiced to the customer.

Revised 022724