

# Remote Control Technology Inc. Terms and Conditions

Effective August 1, 2009

## Acceptance of Order

- A delivery (complete or partial) by Remote Control Technology, Inc. shall constitute customer's acceptance of this order in accordance with all terms, conditions, and provisions thereof.

## Terms of Sale

- No Sales Order will be processed without a Customer Purchase Order (P.O.)
- Standard terms are as follows:
- Standard NET 30 Days from the date of the invoice. (No Discount)
  - 1 – 30 days late a friendly reminder will be sent out.
  - 30 – 60 days late a collection letter will be sent out and a Finance Charge of 1 ½ % will be assessed per month, 18% annually.
  - 60 – 90 days late a demand letter will be sent out and after 90 days, the customer will be placed on C.O.D.
- A service charge of \$50.00 per check will be imposed for each check returned unpaid and the loss of total cash discount.
- Accounts responsible for unpaid checks will be contacted immediately by letter or telephone and be given 15 days to resolve payment. Failure to do so may result in the check being turned over to the local police department for investigation, and pursued to the full extent of the law.
- WA State customers who are not distributors will be charged sales tax on all items unless a completed Resale Certificate is on file with Remote Control Technology, Inc.

## Shipping

- All items are shipped F.O.B.
- Shipping costs as follows:
  - There will be a flat rate of \$15 for shipping UPS Ground in the continental United States.
  - Any shipping outside of the continental United States will be \$15 plus Actual Cost.
  - Any shipping other than Standard will be \$15 plus Actual Cost.
  - Any shipping other than UPS will be \$15 plus Actual Cost.
  - All Non-Warranty Repairs are \$15 per system.
  - No additional charges will be applied for customers shipping on their own UPS account number.

## Returns/Exchanges

- There will be a 20% restocking fee on all authorized, undamaged, and new products. Used and /or installed products cannot be returned or exchanged.
- The customer must request an RMA form within 60 days of original invoice date.
- All credits issued will be on account only – No cash refunds will be issued.
- No credit will be issued for shipping and handling.
- Remote Control Technology, Inc. must be notified of any shipment damage or missing parts within 10 days of receipt or no action will be taken. If equipment is damaged, save all shipping cartons for damage inspection by carrier.

## Pricing

- Prices are subject to change without notice.
- Orders received with prices other than those authorized will not be processed without the proper approval.

## Existing Accounts

- Customer will notify Remote Control Technology, Inc. in writing anytime there is a change of billing name, address, phone number principals, ownership, or any other information given on the original credit application.

## Indemnity

- Contractor/Purchaser/Installer agrees to indemnify and hold harmless Remote Control Technology, Inc. against all losses, causes of action, liabilities, costs, expenses, claims and damages, including all expenses of litigation, reasonable attorney's fees, and court costs that Remote Control Technology, Inc. may sustain or become liable for due to injury or death of any person, or for damage to any property, arising out of or in connection with, or incidental to the work done by Contractor/Purchaser/Installer under this Agreement, regardless of whether such injuries, death, or damages are caused in whole or in part by the negligence of Remote Control Technology, Inc. Both Remote Control Technology, Inc. and Contractor/Purchaser/Installer expressly intend that the indemnity of Contractor/Purchaser/Installer is to indemnify and protect Remote Control Technology, Inc. from the consequence of Remote Control Technology, Inc. own negligence.

## Intent

- By purchasing products from Remote Control Technology, Inc. you are in agreement that this product is NOT to be used in life safety applications. Furthermore, by purchasing products from Remote Control Technology, Inc. you intend to use the product as described.