

Terms and Conditions of Sale – REICH USA Corporation

1. **Parties.** As used herein, Reich USA Corporation is the “seller” and the purchasing party is the “buyer”.
2. **Terms and Acceptance.** Unless otherwise stated and agreed upon prior to acceptance of the buyer’s purchase order, our terms are 30 days net cash from the date of shipment with approved credit. All purchase orders from buyer will be confirmed by seller by a written order acknowledgment confirming the contract between the buyer and the seller to engage in such transaction; the terms printed on the order acknowledgment will take precedence over any alternative terms in any other documented connected with this transaction. Any additions to the terms and conditions contained in the purchase order of the buyer that are not agreed upon in writing by the seller are hereby rejected. All products remain the property of the seller until the invoice is paid in full.
3. **Prices.** All prices are f.o.b. Mahwah, New Jersey warehouse loading dock. Prices are firm as stated on the invoice. All other prices are subject to change without prior written notice.
4. **Deliveries.** Deliveries shall be made according to terms agreed on between the purchase order and the order acknowledgement. In the event that the seller cannot meet the required delivery the buyer will be notified in writing. In the case where an order is being air freighted from the factory in Germany, any production delays will be confirmed in writing.
5. **Cancellation.** Orders cannot be cancelled without prior written acceptance of the seller. Made-to-order or special, non-stock items are not cancelable and are subject to a 100% restocking / cancellation charge.
6. **Inspection.** Seller warrants that 100% of goods shipped have been inspected to meet the published product specifications. Buyer should inspect the goods upon receipt and notify seller within 10 days if any discrepancies are found.
7. **Returns.** Only standard, unmodified catalog items will be considered for return. No returns will be accepted after 90 days. Seller will verify the product to be in new condition and not installed. Buyer will receive prior authorization to return items. A restocking / handling charge may apply. Credit only will be issued towards future purchases. There will be no cash refund.
8. **Warranties.** Seller warrants and represents the goods shall be new, unless otherwise specified, and that all such goods will be of merchandise quality, free from all defects in design, workmanship and material and will be for the particular purpose for which they are intended for a period of one year from shipment. Such goods will be provided in strict accordance with all specifications, drawings and designs previously approved by the buyer. As most of the products provided by the seller include rubber, this warranty will not apply to products which have been subject to abuse, misuse, accident, alterations or misapplication. This warranty is expressly in lieu of all other warranties, expressed or implied, and we assume no liability whatsoever for any consequential damages of the buyer or any other party.
9. **Patent.** Seller shall protect and indemnify buyer with respect to any and all claims that goods furnished by the seller do not infringe on any patents, trademarks or copyrights. It is the responsibility of the buyer to protect the seller against claims of patent infringement on products made to the customer’s design or specifications.
10. **Taxes.** The seller shall require that a valid re-sale certificate be presented at the time of purchase, otherwise the required federal, state or local taxes will be required of the buyer to be paid.
11. **Modification.** Buyer shall have the right to make changes with respect to design specifications and delivery dates upon written notice to the seller. An equitable price adjustment shall be made to account for any resulting changes. All changes in price and delivery shall be confirmed in writing.
12. **Force Majeure.** Neither party shall be held liable for failure to deliver, delays in delivery or non-acceptance of delivery resulting from causes beyond the parties control, including, but not limited to, strikes, lockouts, embargoes, war or other outbreaks of hostilities, acts of God, fires, floods, or other disasters. To the extent the affected is prevented from making or taking deliveries, they shall be excused therefrom upon prompt written notice to the other party.
13. **Confidentiality.** The seller and buyer shall keep all information that is provided to the other regarding their products, technical discussions, manufacturing processes, proprietary or economic information, specifications and other data provided to consummate this transaction as confidential. Neither the seller nor the buyer shall use such information provided to the other to benefit a third party and will not divulge, directly or indirectly such information without the prior written consent of the other party.
14. **Damages in Transit.** Since all shipments are being made f.o.b. Mahwah, New Jersey, losses or damages in transit are the responsibility of the buyer and claims should be made against the carrier.
15. **Entire Agreement.** These terms and conditions constitute the entire agreement between the parties, all prior representations and understanding having been merged herein, no modifications or additions to the terms of this agreement shall be binding unless made in writing and signed by the seller.
16. **Law.** This contract shall be governed by and construed according to the laws of the State of New Jersey. Venue for legal disputes between parties shall be exclusive in Bergen County, New Jersey.