

# RJG North America Terms and Conditions

Please direct all questions to 231-947-3111

The Terms and Conditions of RJG shall take precedence over any terms or conditions set forth in the customer's purchase order. In the event of a conflict between the two, the provisions outlined in RJG's Terms and Conditions shall govern and prevail in all aspects of the transaction.

## Quotes

- Quotes are valid for 30 days\*
  - \*Prices quoted are based on current tariff rates and trade regulations as of the date of the quote. In the event of any new or increased tariffs, duties, taxes, or other government-imposed fees that impact the cost of goods or materials, RJG reserves the right to adjust pricing accordingly.
- All RJG invoices and packing slips are itemized to match the sales order.
- Quote totals do not include shipping or applicable sales tax charges. Shipping costs will be applied separately. Sales tax charges will be applied if applicable.

## Purchase Orders

A hard copy purchase order is required at the time any order is placed. The PO must include the following information:

- Bill To Address
- Ship To Address
- End User Name and Location (address, city, state, or country of where the RJG product will reside) - A confidentiality agreement may be signed if necessary
- Item Code and/or Description for all items being ordered
- Pricing in US Dollars (RJG will not accept \$0 purchase orders)
- Payment Terms (i.e. Net 30)
- Shipping Method (UPS, FedEx, etc.)
- Freight Collect Number (required for all international shipments)
- Quote number (if applicable)

RJG ships product orders as complete. After a PO is processed, an expected ship date will be provided based on the longest lead time of all the products on the order. ***While we strive to maintain consistent lead times, they are subject to change due to unforeseen circumstances such as supply chain disruptions, production delays, or changes in demand. Although such changes are rare, we recommend allowing for flexibility in your planning. If you'd like to update your order, please let us know within 24 hours of receiving your PO confirmation. While we may still be able to make changes after that time, expedited processing won't be available.***

## Expedited Orders

An expedite request can only be processed within 24 hours as of the date RJG receives and processes a PO. A standard 25% charge will be added to the total order amount being rushed. This fee must be added to the purchase order as a separate line item and the purchase order be resubmitted to RJG. Once we have an updated purchase order reflecting the expedite fee, RJG will prioritize your order. Due to the nature of our business and to ensure the highest quality product, RJG builds orders as they are received. The expedite fee is not paying for a guaranteed ship date, nor is it meant to cover expedited shipping, but rather your prioritization in the production

# RJG North America Terms and Conditions

schedule. Expedited orders are typically fulfilled in half the lead time as of the date RJG receives and processes a PO. Please know we will process the Expedited Order as quickly as possible, however there are external factors that may delay your order that are beyond our control, including but not limited to: Vendors, Suppliers, Shipping Companies, Staffing, Inventory Shortages, Customs, Weather, Natural Disasters, etc. The 25% Expedite Fee is non-refundable and discounts do not apply to the fee. If you require expedited shipping, please note that on the Purchase Order and provide your shipper number. If expedited shipping is requested and no shipper number is provided, RJG will "Prepay and Add" the expedited shipping costs, and this will be reflected on your invoice. (PLEASE NOTE: Prepay & Add is unavailable for international orders due to duties and taxes.) RJG is not responsible for fees that result from external factors.

## Delivery Terms and Conditions

### Buyer's Responsibilities

- The buyer is responsible for all costs related to the transportation of goods from RJG's premises or any other agreed-upon point of delivery.
- The buyer must obtain any required import licenses and permits.
- The buyer is responsible for payment of all applicable export/import duties, taxes, and charges, including those associated with customs clearance.

### RJG's Responsibilities

- RJG bears no responsibility for any costs or risks beyond the point of shipment from its premises.

### Risk Transfer

- The risk of loss or damage to the goods transfers from RJG to the buyer at the time the goods are picked up from RJG's location.
- From the moment of shipment, the buyer assumes all risks and responsibilities associated with the goods.

### USA Shipments

- **Prepay and Add Shipping Terms:** RJG will prepay shipping costs to a carrier of its choice and add the shipping and handling charges to the buyer's invoice. RJG's responsibility ends upon delivery of the goods to the buyer's specified destination.
- **Buyer Shipper Number:** If the buyer provides a preferred carrier and shipper number, RJG will arrange shipment accordingly. RJG's responsibility ends once the goods are picked up from its premises, and all associated costs and liabilities thereafter rest with the buyer.

### International Shipments

Delivery of goods shall be made in accordance with the Ex Works (EXW) Incoterm, as defined by the International Chamber of Commerce (ICC) in the current edition of Incoterms. Under these terms:

- RJG's responsibility for the goods ceases once they have been shipped from RJG's premises.
- The buyer assumes full responsibility for all costs and risks associated with transporting the goods from RJG's premises to their final destination, including but not limited to transportation, export customs clearance, duties, taxes, and insurance.

# **RJG North America Terms and Conditions**

## **Payment Terms**

- Payment terms are Net 30 Days unless otherwise specified by RJG.
- HST (Harmonized Sales Tax) or state sales tax will be charged, if applicable.
- Subscription payments are due yearly with RJG. If the payments are not received on time, the software will be removed.

## **Returns, Exchanges, and Cancellations**

- A product must be returned or exchanged within 90 days of the ship date and is subject to a 15% restocking charge.
- If 90 days have passed since the ship date, RJG will not offer credit or exchange.
- For product to be eligible for refunds or exchanges, it must be in unused and/or undamaged condition
- An authorized RMA number from RJG is required for refund or exchange. To obtain Authorized RMA number email: support@rjginc.com
- To exchange an item, RJG will ask for a new purchase order for the new product. A credit will be issued for the exchanged product less a 15% restock fee. The credit will be posted to the account after the product has been returned and evaluated to be unused and undamaged.
- Cancellations may be subject to the 15% restock fee, depending on the order's status in the production process.

## **Exempt Product**

The following are exempt from refunds, exchanges, and cancellations:

- CPQ items (Custom Product Quote)
- CCL items (Custom Length Products)

## **Warranty**

WARRANTY, DISCLAIMER, AND RELEASE: RJG will, at its option, repair or replace goods supplied by it which are found to be defective in material or workmanship, FOB Traverse City, Michigan, provided that, within the above-stated periods, purchaser must give specific written notice of any and all alleged defect(s) to RJG and makes the product(s) available for an examination by RJG to evaluate, to its satisfaction, the existence of any such claimed defects. Regarding consulting, training and other services performed by RJG, RJG warrants only that its services will be performed in good faith, with qualified personnel, in a workmanlike manner. The customer's exclusive remedy for any breach of warranty shall be limited to the repair of the defect or replacement as provided herein. In no event shall RJG be liable for any incidental, special or consequential damages resulting from said defects. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, RELATED TO ANY AND ALL GOODS, SERVICES, TRAINING AND/OR CONSULTING PROVIDED BY RJG, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The above-described warranty is based on normal and proper use by the buyer. This warranty shall not apply to any goods which have been repaired or altered without RJG's approval, nor which have been subject to misuse, negligence, poor maintenance, or accident, nor to any goods which shall not have been operated in accordance with RJG's or instructions. Except for the express terms of the above warranty, purchaser shall release and hold harmless RJG, its agents, employees, and related entities, for all liability arising out of use, sale, or other disposition of the goods sold and/or services, consulting and/or training provided, including but not limited to negligence or other legal liability.

# **RJG North America Terms and Conditions**

## **The applicable warranty periods are as follows:**

- Cavity Pressure Sensors described as Strain Gage and Piezo are covered under a (3) Year Warranty from ship date.
- All other products are covered under a (1) Year Warranty from the ship date.

## **Equipment Notes**

- Quotes do not include an installation service provided by RJG.
- Customers or third parties are not permitted to apply any pricing discounts upon invoice payment unless the discount is explicitly stated as a line item on the quote.
- The handling fee is \$10 per \$1,000 ordered unless customer supplies shipper account number at the time of order.
- Your machine may require a program change to implement our systems. RJG pricing does not represent and RJG is not responsible for any additional charges that may be incurred from your machine manufacturer.

## **Training and Consulting**

### **Hours**

- One day is defined as 8am to 5pm where course content and/or consulting is being facilitated.
- The In-Plant training/consulting rate is for one trainer up to 9 hours per day.
- Classroom setup that occurs outside of the standard training day is at the discretion of the trainer and is included in the training rate.
- Any deviation from the standard training day will need to be approved in advance and in writing.
- Additional course facilitation time outside of the standard training day or consulting will be invoiced at \$1300 per 4 hour increments. Hourly rates are not available.

### **Cancellations and Early Course Departure:**

- RJG will invoice 100% of the course/consulting fee if the cancellation request is received 0-7 calendar days prior to the start date of the course/consulting.
- RJG will invoice 50% of the course/consulting fee if the cancellation request is received 8-20 calendar days prior to the start date of the course/consulting.
- RJG will not invoice any part of the course/consulting fee if the cancellation request is received 21 days prior to the start date of the course/consulting.
- Requests to move training/consulting to a different date are considered a cancellation of the original date, and the above cancellation fees will apply.
- Participants who leave a course before its completion or have inconsistent attendance will not be eligible to receive a course certificate and must retake the course in its entirety for their next certificate opportunity.
- If RJG must cancel a training/consulting event, 100% of the training/consulting fee will be reimbursed
- RJG will not reimburse airfare, hotel, car rental, food, beverage, or any other travel associated expenses, including those expenses incurred by non-refundable travel.
- If trainer airfare has already been purchased, a \$500 ticket change fee will be included on the invoice (plus any difference in fare if the training/consulting has been rescheduled).

# RJG North America Terms and Conditions

## Safety

- Long sleeves and long pants are required when working on molding machines in the lab.
- Shorts and sandals are strictly prohibited. Steel toe shoes are highly recommended.
- Sleeves and safety glasses with side shields will be provided for use during the class, if applicable.

## Special Accommodations

If you have a disability or a physical or mental health condition that may affect your ability to participate in your selected RJG® training course, we are committed to providing reasonable accommodations. To request accommodations, please complete the [Reasonable Accommodation Form](#)

***Due to the safety-sensitive nature of our courses, RJG®, Inc. expressly reserves the right to refuse entry into any course, regardless of course location, to any person whom the instructor reasonably suspects is under the influence of illegal drugs, alcohol, or any legally prescribed medication, that may impair that person's ability to participate in the course or operate heavy machinery. Weapons, smoking, vaping, photography and video recording, alcohol and illegal drugs are expressly prohibited from all RJG, Inc. training courses for the safety and protection of the students, staff, and employees.***