

## RDI TERMS & CONDITIONS

1. **Pricing:** Prices shown are for quantities per order. Orders may have multiple release dates, but all releases must occur within the calendar year and all release dates are firm upon receipt of order. Prices and product specifications are subject to change without notice at any time. Please verify pricing with a Royal Distributors, Inc. (RDI) customer service agent when placing an order.
2. **Warranty:** RDI warrants that its products are free from defects in workmanship and materials. RDI will repair or replace its products that fail to give satisfactory service due to defective workmanship or materials for a period of one year from the date of manufacture (see exclusion below). Repair or replacement shall be at the election of RDI. Instances where the products are not covered include, but are not limited to, the following: neglect, abuse, and faulty installation. RDI shall not be liable for any incidental, special or consequential costs or damages incurred by the purchaser or others including, without limitation, lost profits, revenues, anticipated sales, business opportunities, goodwill, or interruption of business and any other injury or damage. Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitations exclusion may not apply to you. This warranty is your exclusive remedy and is in place of all other rights and remedies. You may have other rights, which vary from state to state or country.
3. **Returns Procedure:** To return items that fail to perform satisfactorily in the field, call a RDI customer service agent for a RMA number. Goods returned to RDI without an RMA number will be returned to you. Special order items are non-returnable. Items returned in new condition within 30 days of the initial ship date, with RDI's authorization (RMA#), are subject to a 20% restocking fee.
4. **Terms:** Terms of sale are COD until RDI's credit dept. has performed a credit check and approved new accounts for credit with the exception of credit card purchases, which are not subject to account approval. Terms are Net 30, unless otherwise negotiated, such as early payment terms of 2% 10, Net 30.
5. **Collections:** After 30 days, a RDI collection agent will make contact regarding payment status, after 45 days your account will be reviewed for COD status. Accounts that run over 60 days are automatically placed on COD for future orders, and pending shipments will be delayed until the account is current. The site of venue is Ann Arbor, Michigan for all accounts that need to be litigated for non-payment.
6. **Purchase Orders:** The standard lead-time for all Herga products is 4-6 weeks to RDI's dock, with the exception of blanket orders or other arrangements made between the customer and RDI. Special order items, such as customization to a product require a 50% deposit in advance. All purchase orders will be confirmed within 48 hours of receipt. If you do not receive a faxed or email confirmation within this time frame, it is the customer's responsibility to follow up. RDI will not be responsible for non-completion of a PO that never received an acknowledgment in writing by a RDI customer service representative. Phoned in orders must also be followed up with a faxed or emailed hard copy to prevent any delays in shipping.
7. **Shipping:** FOB is Ann Arbor, Michigan, and all shipments are sent UPS ground unless otherwise indicated by the customer. Freight is charged to the customer and added to the invoice unless the customer provides an account number for the carrier of their choice.
8. **Remit to & Shipping Address: 3930 Varsity Dr., Ann Arbor, MI 48108  
800-226-8436 OR 951-491-0546 (office) , 951-303-6632 (fax)**