

TERMS AND CONDITIONS

QUOTATION

RUBIG US Inc., 4th of April 2013

1. These terms and conditions are an inseparable part of the quotation. An order resulting from this quotation accepts all these terms and conditions, and Rubig US, Inc. rejects any addition to, alteration of, or attempt at alteration of these terms and conditions in any order. This quotation, any order resulting from this quotation and any acceptance of such an order shall be construed according to the laws of the State of Illinois.
2. This quotation is subject to withdrawal without notice. No customer orders are binding upon Rubig US, Inc. unless and until the order's acceptance is confirmed by Rubig US, Inc. and its Credit Department in writing any errors in this quotation may be corrected by Rubig US, Inc.
3. Before Rubig US, Inc. can process an order for production and shipment, the order must clearly state in writing the following:
 - a. Name of the company to be billed
 - b. Address of the company to be billed
 - c. Shipping instructions for order
 - d. Whether order is for resale
 - i. taxable
 - ii. exempt
4. When an order adds to the subject matter of this quotation, Rubig US, Inc. may accept the order or may requote the order.
5. Working drawings or other materials provided by Rubig US, Inc. are provided as general information, which may not relate to the customer's order. Specifications in such materials provided by Rubig US, Inc., unless expressly made binding on Rubig US, Inc., in this quotation. Rubig US, Inc. may alter design or construction details.
6. This quotation, and the drawings, specifications and other materials which Rubig US, Inc. supplies to customer ("materials") are the property of Rubig US, Inc. and shall be kept confidential by the customer. Customer shall return the materials at Rubig US', Inc. request, and the materials may not be used by or transferred to other person or entity without Rubig US', Inc. written permission.
7. The customer may only cancel an order placed with Rubig US, Inc. on the following conditions:
 - a. consent of Rubig US, Inc.
 - b. payment by the customer of the following to Rubig US, Inc.
 - i. for completed products, the contract price.
 - ii. for partially completed products, Rubig US', Inc. actual cost incurred normal. profit for the entire order, as liquidated damages.
 - iii. cancellation charges for purchases based on the order.
 - iv. delivery charges, if customer desires delivery.

On payment of these charges, Rubig US, Inc. will deliver the product to the customer "as is". Such products bear no warranty of any kind.

8. If the customer asks for delay in shipment of a product after Rubig US, Inc. has accepted the order, the purchase price is due and owing thirty (30) days after the product is ready for shipment.

9. Rubig US', Inc. liability, and the liability of any affiliate is limited to the purchase price of the service, product or part that gives rise to the claim.
10. All quotations are F.O.B. shipping point or port of entry unless, other specified by Rubig US, Inc. On Rubig US, Inc. delivery of any product to the carrier for shipment to the customer, the carrier shall be acting for the customer, and the customer shall bear all risk of loss to the product. Until Rubig US, Inc. has been paid in full, Rubig US, Inc. may stop any product in transit and repossess it, notwithstanding delivery to a carrier.

PRICES

1. Rubig US, Inc. quotes all prices in United States currency. The customer must pay for all orders in United States currency, unless otherwise agreed by Rubig US, Inc. in writing.
2. Rubig US, Inc. quotes all prices F.O.B, shipping point or port of entry, freight collect, unless otherwise agreed by Rubig US, Inc. in writing.
3. All sales are subject to applicable federal, state, county or city use, sales excise or other tax. Customer agrees to pay applicable taxes, or to provide Rubig US, Inc. with proof of tax exemption acceptance to relevant tax authority.
4. At the customer's request, Rubig US, Inc. will charge customer for those services at its regular service rates then in effect. The services will be scheduled as Rubig US, Inc. personnel are available, subject to the mutual agreement of Rubig US, Inc. and customer.
5. Prices subject to change without notice.

PAYMENT TERMS

1. Unless otherwise specially stated in this quotation (which specific statement shall be controlling), open credit is granted to the customer, subject to credit approval at the time of acceptance of order. Open credit payment terms are net 30 days.
2. Rubig US, Inc. may withdraw open credit terms at any time, without notice. After such withdrawal or when customer has not been granted open credit, customer must pay in advance or pay cash in delivery, at Rubig US, Inc. option, for any further orders or any portions of orders.
3. Customer agrees to pay Rubig US, Inc.'s reasonable attorneys' fees and other costs of collection incurred because customer's failure to perform the terms of this quotation or to pay for an accepted order in accord with its terms.
4. Rubig US, Inc. may assess a service charge on invoices or other charges not paid when due.
5. Rubig US, Inc. may stop work on any order or stop delivery on any order if customer has failed to perform terms of this quotation.
6. Rubig US, Inc. damages for customer's failure to perform the terms of this quotation and any accepted order shall include, but not be limited to, Rubig US, Inc.'s actual cost plus its normal profit for all work in progress.
7. All products remain the property of Rubig US, Inc. until customer has performed all the terms of his quotation. Rubig US, Inc. retains a security interest in all products unit paid in full. Customer agrees to execute and to cooperate in preparing all documents necessary and convenient to creation and perfection of Rubig US, Inc.'s security interest.

RETURNED MERCHANDISE

1. Customer may not return Rubig US, Inc. products without a Rubig Return Material Authorization Number. Rubig US, Inc. may re-ship unauthorized returns and without a Rubig Return Material Authorization Number to the customer at the customer's expense.
2. All merchandise to be returned must be shipped prepaid, F.O.B. Rubig US, Inc.
3. Rubig US, Inc. may deduct a restocking charge from any credit to the customer for returned merchandise.

WARRANTY

1. All Rubig US, Inc. warranties are provided to the customer upon request. Rubig US, Inc. makes no other warranties, express or implied by law or usage. Customer expressly waives any warranties other than those provided by Rubig US, Inc. Rubig US, Inc. makes no warranty of merchantability or fitness for a particular purpose, and any description of Rubig US, Inc.'s goods or services in this Quotation is to identify those goods or services, and is not a warranty.
2. As described in Rubig US, Inc.'s warranties, Rubig US, Inc. liability is limited repair or replacement of the products must first be authorized in writing Rubig US, Inc. before Rubig US, Inc. becomes liable for such repairs or replacement
3. Customer is responsible for the use and operation of Rubig US, Inc.'s products in a safe manner, including using and operating the products according to Rubig US, Inc. manuals and instructions sheets and according to Occupational Safety and Health Administration ("OSHA") or other federal and state standards and regulations. Customer shall not remove from, or allow to be removed from, the product any safety device, warning, manual, instruction sheet or work handling tools.
4. Rubig US, Inc. does not warrant that its products meet OSHA or other federal or state regulations or standards, and Rubig US, Inc. is not liable for any fines, penalties or consequential damages based on those regulations or standards.