

Ruskin Titus Gulf Standard Terms & Conditions of Sale

Sales by Ruskin Titus Gulf are subject to the following terms and conditions. No terms or conditions appearing in buyers purchase orders that are

Credit Approval: All orders require credit approval prior to acceptance. Any order containing terms of payment that have not specifically been agreed to in writing prior to receipt, will be held pending clarification of terms, and receipt of documents confirming mutually agreed terms. Orders to open account shipment will be held pending receipt of all necessary credit information required to extend open account terms. Orders from customers who have not had previous credit approval can be processed immediately if a check for the appropriate amount accompanies the order.

Terms of Payment: Open account payment terms are net 60 days with no discounts or retainages. These terms are available only on qualified domestic sales (Subject to Credit Approval). All imported/ exported items shall be on 60 days LC

Shipments: All consignments whether Ex-works or FOB, the Buyer assumes all responsibilities of ownership, including but not limited to control, risk of loss or damage; regardless of the time or method of shipping, the form of the shipping documents, the consignee, the method of insuring or the terms of method of payment. The terms Ex-works, F. O. B., C. I. F., etc., refer only to the price and not to the time or place the title to the products passes from Ruskin Titus Gulf to Buyer.

Delivery: Scheduled shipping dates shown in Ruskin Titus Gulf's order acknowledgments are approximate and represent the best estimated of shipping date at the time the order is processed. Ruskin Titus Gulf assumes no obligation to ship on the scheduled date or to advise the Buyer that shipment will be delayed. Ruskin Titus Gulf shall have no liability for any liquidated damages or penalty whatsoever because of failure to ship as scheduled unless specifically agreed to in writing.

Shortages or Deficiencies: Any shortages of deficiencies in material shipped must be reported in writing within 14 calendar days after receipt to be considered by Ruskin Titus Gulf for adjustment.

Warranty: Only Ruskin Titus Gulf's standard "Limited Product Warranty" will apply to new product sales.

Proposals & Price Quotations: Any quotation from Ruskin Titus Gulf to Buyer will be an invitation for an offer from Buyer upon the terms and conditions as stated. Such offer will be accepted only if it is in accordance with these terms and conditions. Ruskin Titus Gulf's acceptance of Buyer's order as evidenced by Ruskin Titus Gulf's order acknowledgment is expressly made conditional on Buyer's agreement to all of the terms and conditions stated, and Ruskin Titus Gulf agrees to furnish the products ordered by the Buyer only upon these terms and conditions.

Prices: Unless otherwise specifically agreed, prices are valid for goods required for delivery within 90 days of acceptance only. Thereafter, Ruskin Titus Gulf will notify Buyer of any price change prior to delivery.

Resale & Reshipments: The Buyer agrees that products purchased will not be reshipped or resold to any persons or places prohibited by the laws of the United Arab Emirates.

Return of Material: Almost all Ruskin Titus Gulf products are fabricated to a customer's specific order. Ruskin Titus Gulf does not maintain a stock of products. Therefore, return of material for credit can not be allowed. No material is to be returned for any reason without prior written authorization from Ruskin Titus Gulf, within the terms of our warranty. Any returned material must be accompanied by a Return Material Authorization Form issued by Ruskin Titus Gulf covering the specific transaction. Material must be returned "Freight Prepaid" unless Returned Material Goods Authorization Form specifically authorizes shipping "Freight Collect."

Product Changes: Because of a continuous program of product improvement and uncontrollable factors such as unavailability of certain materials, Ruskin Titus Gulf reserves the right to make reasonable changes in product design and to supply products of revised design against any order without notice.

Changes to Order Released for Fabrication: Orders may be changed in size and quantities, if made at any time prior to starting of fabrication. Charges for these changes would be assessed relative to the expenses involved. Changes after fabrication has begun will result in charges deemed appropriate by Ruskin Titus Gulf to recover the cost of material and labor expended that can not be utilized because of the change. When shipment of an order is delayed at Buyer's request after material has been ordered or fabrication has begun, partial payment may be required at Ruskin Titus Gulf's option in an amount based on the purchase price and the percentage of work completed at the time delay in shipment was requested. Equipment on which shipment is delayed at the request of the Buyer may cause Ruskin Titus Gulf to incur storage or warehousing expense. In this instance a charge determined appropriate by Ruskin Titus Gulf may be made to the Buyer to offset this storage or warehousing expense.

LIMITED PRODUCT WARRANTY

Products manufactured by Ruskin Titus Gulf are warranted to be free from defects in material and workmanship for a period of 12 months after being installed or placed in service, but in no instance shall the period of warranty be longer than 18 months from the date of original shipment by Ruskin. Ruskin warrants only that it will furnish replacement material, or at its option, repair any products of its manufacture that is proven to Ruskin Titus Gulf's satisfaction to be defective in material or workmanship during this described warranty period. To determine defects Ruskin Titus Gulf may require material claimed defective to be returned freight prepaid to the Ruskin factory that originally shipped the product. If any defects are determined by Ruskin Titus Gulf, freight charges relative to replacement material will be paid by Ruskin Titus Gulf. Products not manufactured by Ruskin Titus Gulf will be warranted by Ruskin Titus Gulf only to the extent that they are warranted to Ruskin Titus Gulf by their manufacturer. Electric motor warranties and claims are administered by the motor manufacturer only. Ruskin Titus Gulf shall have no responsibility for the operation or performance of any products in any manner other than that which the product is usually tested and applied under industry standards, nor for any damage to a product from abuse, misapplication, unauthorized repairs, abrasion, erosion, corrosion, or the like due to abnormal temperatures, or the influence of foreign matter, nor for the design or operation of any system of which any product may be made a part, or for the suitability of any product for any particular application. Ruskin Titus Gulf shall not be liable for any cost or expense, including without limitation, labor expenses, in connection with removal or replacement of alleged defective equipment or any part or portion thereof nor for incidental or consequential damages of any kind, or under any circumstances for any damage beyond the price of the goods sold.

In no event shall Ruskin Titus Gulf or its subcontractors or vendors be liable in contract, tort, warranty, strict liability or other legal theory for any special, indirect, incidental or consequential damages such as, but not limited to, loss of anticipated profits or revenues, non-operation or increased expense of operation of other equipment, or cost of capital. The remedies set forth herein are exclusive and the liability of Ruskin Titus Gulf with respect to any contract or anything done in connection herewith or from the manufacture, sale, delivery, repair, replacement or use of its products covered by or furnished hereunder, whether by contract, tort, warranty, strict liability or other legal theory shall not exceed the purchase price of the product upon which liability is based.

THE FORGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXCEPT THAT OF TITLE, WHETHER WRITTEN, ORAL OR IMPLIED, IN FACT OR IN LAW (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). Correction of non-conformities, whether patent or latent, in the manner and within the period of time provided above, shall constitute fulfillment of all liabilities of Ruskin Titus Gulf whether based on contract, tort, strict liability or other legal theory with respect to Ruskin Titus Gulf's Products. Ruskin Titus Gulf neither assumes, nor does it authorize any person to assume on its behalf, any other liability in connection with the sale of its Products.