

REFRIGERATED CONTAINER SERVICES (“RCS”)

TERMS AND CONDITIONS OF SALE

1. The terms and conditions of sale are as set forth herein. Terms and conditions proposed by the Buyer are not applicable unless accepted by Seller in writing. Seller shall not be bound until Buyer's order has been accepted in writing by an authorized officer of Seller
2. Unless stated otherwise, prices are stated in U.S. dollars, are subject to change without notice, and do not include taxes or duties of any kind. These are the obligation of Buyer, and imposition of such upon Seller shall entitle Seller to reimbursement from Buyer. Subject to credit approval, payment shall be made net 30 days from date of invoice unless otherwise agreed in writing. If payment is not timely made, Seller shall have the right to charge interest on the unpaid balance, which shall accrue from the due date at a rate, which is the lesser of 2% per month, or the maximum legal rate. Buyer shall indemnify Seller against any and all expenses of collection arising from Buyer's default.
3. Unless designated otherwise, goods are sold F.C.A. (INCOTERMS 2000) Seller's facility. Risk of loss and title shall transfer upon the earlier of Buyer's payment or Buyer's pick up of the equipment. Seller shall store equipment for up to 21 days after transfer of title without cost to buyer. In the event buyer does not pick up equipment prior to expiration of the free storage period, storage charges of \$1.00 per day per Twenty Foot Equivalent Unit (“TEU”) shall accrue and be payable to Seller prior to release of equipment, unless Buyer has made alternate arrangements with Seller.
4. RCS warrants the goods, which are of Seller's manufacture in accordance with its applicable Manufacturer's Warranty Policy and Limitation of Liability. For any other goods sold hereunder, Seller shall furnish and assign to Buyer only such warranties as Seller receives.
5. Seller's maximum liability for any reason (except for personal injury) under this contract shall consist of the refunding of all moneys paid subject to the right of removal and return of equipment to Seller. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Unless specifically agreed in writing, Seller shall not be liable for corrosion, or the physical or chemical effects of liquids, gases, or other materials used with the goods. Any claim for breach of contract or obligation must be brought within one year after the breach occurs.
6. Work and material in addition to, or different from, that stated herein, and changes in drawings or specifications, shall be subject to Seller's approval and shall entitle Seller to an adjustment in the contract price and schedule. Cancellation shall be subject to Seller's approval, and shall entitle Seller to damages.
7. Unless specifically agreed in writing, shipment dates quoted are estimates, and Seller does not guarantee a particular date for shipment or delivery of the goods. Seller shall not be liable for any losses, damages, or penalties occasioned by late performance, nor for any deviations in performance due to fires, strikes, labor disputes, supplier delays, governmental actions, acts of terrorism, acts of nature, or any other condition beyond Seller's control. Partial shipments are authorized.
8. Seller shall have no liability whatsoever for equipment or component failures or other damages or losses which arise solely as a result of improper installation or incorrect application of the goods.
9. Buyer shall comply with all United States laws, regulations, rules and guidelines dealing with the export, re-export, or transfer of goods, software and technology to the extent applicable to the equipment and services sold hereunder.
10. Any agreement arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York (excluding its choice of law provisions). The provisions of the U.N. Convention on Contracts for the International Sales of Goods shall not be applicable. A determination that any provision of a resulting agreement is ineffective or unenforceable shall not impair the enforceability of other provisions contained herein.

RETURNS AND CANCELLATIONS

Section 1 – Product Return General Guidelines

A request for authorization to return product must be submitted to RCS as outlined below:

Return Product Process

1. Customer requests to return product
2. RCS reviews the products return request and notifies the customer which parts are authorized to return
3. Once authorization is complete, customer receives Acknowledgement stating the dollar amount of the credit, any restocking charges and the correct return shipping address.

Shipping Instructions for Authorized Return Material

An Authorization must be received in order to return any material to RCS

1. All Return Material must include an Acknowledgement for Return Authorization
2. All products must be shipped freight pre-paid, FOB destination to the RCS location where product was ordered, unless communicated otherwise.
3. Small packages must be packaged tightly together, in a large carton. Heavy product must be stored at the bottom of the container or shipped on a separate pallet (examples: coils, compressors and motors).
4. **All products are subject to 100% inspection by RCS upon receipt.** RCS reserves the right to assess repackaging charges if deemed necessary and deduct these charges as applicable from any approved return credit.
5. A 10% penalty will be assessed for the following reasons:
 - A. “Unauthorized” product returned. These will be returned to the customer freight collect or have an additional 10% fee charged.
 - B. Product returned that are used, damaged, broken, un-saleable or superseded will be subject to a **10% penalty on the entire value of the return order.**
 - C. Product with the same product number must be packaged together in the same box (i.e. if you are returning 10 motors, they must all be in the same box not in 3 different boxes). **A 10% penalty will be assessed if like parts are not packaged in the same box**

Section 2 – Non-Returnable Items

1. The following items are **not returnable (unless specified differently)**, and no credit will be allowed. **If any products are sent back without authorization an additional penalty of 10% of the value of the entire order will be assessed.**

- A. Products not purchased from RCS or parts purchased at special “close out” prices
- B. Open or incomplete multipack items
- C. Open or incomplete kits
- D. Product without RCS Service Parts stock number
- E. Damaged, corroded, mishandled or used product
- F. Parts improperly or inadequately packaged
- G. Items RCS has to special order, once order is placed on vendor (items not normally stocked by RCS)
- H. Product returnable under engineering changes, warranty procedure or core return programs.
- I. Low cost items, i.e. any items for which the net unit price is less than \$12.50 and bulk hardware (bolts, washers, etc.). If you have several of the same part number less than \$12.50 totaling more than \$100, you will be eligible for return them.

2. All “unauthorized” product returned to RCS will be returned to the customer freight collect or an additional 10% of the value of the entire order.

Section 3 – Cancelled Orders

Orders cannot be cancelled after 24 hours of the order being submitted to RCS, without written approval from an authorized Manager at RCS