



RIEKER
INCORPORATED

International Customers and Exporters must list the application and final destination for any product being requested for quotation.

PAYMENT TERMS: Credit card (VISA, MASTERCARD, AMEX), Wire Transfer, International, Company Check in US Funds, NET 30/60 pending approval. Semi-custom orders: New Accounts must Pre-Pay before production begins. Lead times are as posted unless otherwise indicated. Stock items generally ship within 1 week of order. ARO = After Receipt of Order (based on account status), ARP = After Receipt of Payment (International Customers, semi-custom made to order parts, new accounts pending Net Terms approval).

There is a non-deductible \$6.00 Handling Fee per shipment regardless of prepaid or freight collect service. It is the purchaser's responsibility to pay all duties and tax.

BANK FEE: The purchaser will be responsible for any Bank charges incurred for processing wire transfers, Canadian and/or International checks, or letters of credit. We have included in your invoice our bank wire charges: **if Wire Transfer (\$29.00 USD), if International Check (\$10.00 USD)**. Any other fees incurred by other banks are the responsibility of the customer. (Please note that it is common for your bank as well as intermediate banks to charge a fee). Rieker may bill you in addition to this invoice if Rieker is required to pay wire transfer fees incurred at your end.

DISCOUNTED PRICE BASED NET TERMS: Payment received within 30 Days of order, are discounted (the deduction is included in the Net 30 quoted price). If Net 30-Day Terms are extended but payments are not made within 30 Days, the discounted price is subject to change. Net 60 terms are available, which are not discounted. NET 30 Day Pricing means that payment must be received within Day 1 through Day 30. NET 60 Day Pricing means that payment must be received within Day 31 through Day 60. Payments received after the NET Terms extended are subject to additional fees. All prices are based on shipment quantity. Quoted pricing does not include shipping and handling (included in Proforma Invoice).

NET 30-DAY TERMS: are based on the date of the invoice to customers with an established credit rating. Rieker Inc. reserves the right to change its terms of payment at any time without prior notice. We also accept American Express, MasterCard, and Visa credit cards for the payment of invoices. Those who wish to pay with a credit card after utilizing NET TERMS will be subject to a 3% service fee.

A customer whose account is over 30 Days from the date of the invoice will be placed on credit hold. No additional shipments will be made on open account until the past due balance is paid in full. In the event a customer's account is placed with a collection agency, the customer will be liable for, in addition to the original invoice amount, all the collection fees and interest associated with collecting the invoice. After 30 Days and every 30 Days thereafter a finance charge of 1.5% per month (Annual Rate of 18%) will be added to all past due accounts.

CUSTOM ENGINEERING: Rieker is happy to make changes to our inclinometers based on Customer request, however this in no way implies any rights of ownership to the Customer. Custom designed parts are subject to NRE.

TOOLING CHARGES: The tooling charges quoted represent the cost of the tools and fixtures required for making final parts. Tools and fixtures are an integral part of our proprietary fabrication methods and remain the sole property of Rieker Inc. Custom designed parts are subject to NRE.

CANCELLATIONS: Orders may be cancelled or rescheduled by written notice to Rieker inc., if such notice is provided 60 Days in advance of product delivery date. The determined unit price for cancellations will be based on the amount of work in process, raw materials used, tooling expenditures, engineering costs, and other cancellation charges incurred by Rieker Inc., plus handling and overhead costs. All cancellation charges will be determined at time of cancellation. Order changes on products with quantity pricing will be subject to price increases on units previously sold if original order fails to fulfill original promised purchase quantity within the time period specified. Customers may incur additional invoices subject to payment for the price difference between the original pricing and the new pricing based on actual quantity purchased with this order.

SHIPMENTS: Once the total order is shipped, it is considered complete; therefore, additions thereto cannot be made. Under such circumstances, a new order must be placed which will be priced according to the quantity or quantities being ordered. All freight and insurance charges Paid by Rieker Inc. will be added to customer's invoice. (EX Works)

FREIGHT SERVICE: UPS/Standard Service unless otherwise requested by the purchaser. Freight and handling will be prepaid and billed to the purchaser's invoice.

PACKAGING: STANDARD COMMERCIAL

FOB ORIGIN: freight prepaid and charged back (FOB POINT: ASTON, PA, USA)

Seller - Pays freight charges and adds to invoice

Buyer - Bears freight charges

Buyer - Owns goods in transit

Buyer - files claims (if any)



PARTIAL SHIPMENTS: All large quantity orders, placed for the purpose of obtaining a price break and to be drawn against by means of partial shipments, must be completed within one (1) year from the date of the order. Due to the excessive administrative paperwork and production planning involved with long term orders calling for partial shipments, it is the policy of this company not to reschedule orders more than two (2) times, after which Rieker Inc. reserves the right to apply a service charge for rescheduling. The service charge will consist of a fee of 2% of the amount of each remaining shipment, and will be added on each subsequent invoice.

DROP SHIPMENTS: In most cases, Rieker Inc. will drop ship an order to another location. However, the customer must have an established account (Net 30 Days) and must be current on their account. NO drop shipments will be made to locations outside the United States.

REJECTED OR DEFECTIVE MATERIAL: Any material from Rieker Inc., which the customer has rejected or determined defective may be returned to Rieker Inc. - within 30 Days - upon our authorization by prior agreement. When the return of material is thus authorized, transportation charges are to be prepaid. Rejected material must be in the original packaging and packed carefully to prevent any damage in transit in order that Rieker Inc. may properly assess the validity of rejection or defect. After such material has been inspected by Rieker Inc., proper credit or replacement will be issued if the rejection or defect is valid.

RETURNED GOODS: Goods are not to be returned to Rieker Inc. without our authorization by prior agreement (RMA#). Custom items are not eligible to be returned. Only standard off-the-shelf parts can be returned within 30 Days of purchase as long as the item is unused and in the original packaging – subject to restock fee. When the return of goods is thus authorized, transportation charges are to be prepaid by sender, ship via Standard Ground/Economy service unless otherwise noted on RMA. Rieker Inc. will not be responsible for any goods shipped to us without such prior authorization. When the returned goods have been received and inspected by Rieker Inc., proper credit will be issued. Returned goods must be shipped in the original packaging and packaged properly to insure no damage in return transit. Minimum restocking charge is 25%.

LOST, SHORTAGE, OR DAMAGE: All of our products are sold F.O.B., Aston, PA. In case of loss, damage, or shortage due to damage in transit; the customer should immediately notify both the carrier and Rieker Inc., and promptly file a claim with the carrier. Any delay may result in a loss to the customer. Our responsibility for delivery of goods ends when we have consigned material to the carrier. Any shipment lost, damaged or is short upon receipt must be reported within 30 Days to Rieker Inc.

ONE YEAR WARRANTY: Rieker Inc. will guarantee its products from defects in material and workmanship for a period of one (1) year from date of shipment. The manufacturer of this quality instrument warrants that if it is determined this instrument has failed, within twelve months of the date of shipment, due to defect in material or workmanship, Rieker Inc. agrees at its option to repair the item, or to furnish a new unit in exchange for the defective item. No additional warranty is implied beyond repair or replacement of unit. Warranty is void if the item has been altered, modified, abused and/or mishandled by the customer in any manner. IN NO EVENT WILL THE COMPANY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND.

ACCEPTANCE: This is an offer to sell our product on the terms and conditions written above and should not be viewed as an acceptance of any other offer or agreement. Unless expressly agreed, Rieker does not, and will not accept any changed or additional terms included in other documents. Any additional or conflicting terms made a part of or attached to a purchase order will not be considered, and Rieker objects to any such terms. As such, you acknowledge that the terms stated herein are the only terms in effect with respect to your purchase of these instruments. Any purchase order received by Rieker will be considered acceptance of the terms stated in this document only.

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