



13009 FM 1764 Hwy 6, Santa Fe TX 77510 PH:409-986-9800, FX:409-986-9880

Terms & Conditions

Acceptance of the materials by the buyer shall be deemed conclusively to constitute the buyer's acceptance of R.C. Systems, Inc.'s exclusive Terms and Conditions.

Payment Terms

Upon credit approval, goods and services may be purchased on Net 30 Days with receipt of deposit when required. Invoices shall be paid in full by the due date to avoid late penalties. R.C. Systems does not accept alternate payment terms without prior approval.

Prices

All prices are in accordance with R.C. Systems, Inc.'s then-current price list. Prices are subject to change without notice. Any applicable taxes for products are in addition to quoted prices and shall be paid by the customer. Canceled orders are subject to a 20% restocking charge for standard products and 30% for custom systems. Notice of cancelation must be submitted in writing.

Shipping

All materials are sold FCA from seller's premises, and are shipped by a freight carrier designated by R.C. Systems, Inc. standard ground services with cargo insurance coverage, on PPA terms. If you do not wish to have your purchase insured while shipped, you must sign the declination agreement sent with your new customer setup forms.

Restrictions of Use

Any sale or transfer of an R.C. Systems, Inc. system or device is not a transfer of ownership of the software contained therein or the protocols used therein but reflects merely the granting of a license for the Customer to use said software and protocols in the ordinary course of business and for the purpose and in the manner for which the software and protocols were designed and produced. Customer agrees not to translate, modify, reverse engineer, disassemble, decompile, or create derivative works based on any of the software received in or with any R.C. Systems, Inc. system or product, or to permit any third party to do so, and will keep confidential the contents of all software and/or documentation of same. The software and protocols may not be copied or transferred to another party or made commercially available in any other device.

Return Material Authorization

All material to be returned must have prior authorization by R.C. Systems, Inc., and a valid Return Material Authorization Number must appear on the shipping label, packing slip, purchase order, and any other related paperwork. Material received without such authorization will be refused at R.C. Systems, Inc.'s receiving dock and returned immediately to the customer. When requesting authorization to return material, the following information must be provided:

1. Customer purchase order number and date.
2. R.C. Systems, Inc. sales order number and shipping date.
3. Quantity, R.C. Systems, Inc. product number, and description of material to be returned.
4. Reason for return.

The following are the only accepted reasons for return of material:

1. Breach of warranty.
2. Customer order error.
3. R.C. Systems, Inc. order or shipping error.

Returned material is subject to the terms of the R.C. Systems, Inc. warranty. Material to be returned that is not under warranty must have been purchased within 30 days of the request for return, returned within 14 days after the request, and approved for return as stated previously. Returned material, with the exception of warranty or R.C. Systems, Inc. error, is subject to a 20% restocking charge for standard products and 30% for custom systems.

The following non-warranty materials are not eligible for return:

1. Material that has been used.
2. Specially ordered or produced items.
3. Material that has been altered or abused by the buyer.
4. Products that are known to be contaminated with communicable diseases.

Upon receipt of authorized returned material, an inspection of the material will be conducted by R.C. Systems, Inc., and appropriate action taken. R.C. Systems, Inc.'s decision regarding the disposition of returned material is final. All items to be returned shall be shipped prepaid (by the customer) to the following address unless otherwise advised by R.C. Systems, Inc.:

R.C. Systems, Inc.
13009 FM 1764 rd

Santa Fe, TX 77510

(Include Return Material Authorization Number.)

Factory Repair

Materials in need of factory repair must have prior authorization by R.C. Systems, Inc. before its return. A valid Return Material Authorization number must appear on the shipping label, packing slip, purchase order, and other related paperwork to expedite repair. When requesting a Return Material Authorization number, the following information must be provided:

1. Customer purchase order.
2. Quantity and description of material to be returned.
3. Reason for repair.

R.C. Systems, Inc. products in need of factory repair should be shipped prepaid by the customer to:

R.C. Systems, Inc.
13009 FM 1764 rd
Santa Fe, TX 77510

Return of repaired material will be paid by R.C. Systems, Inc.

Warranty

R.C. Systems, Inc. products are guaranteed to be free from defects in workmanship and materials for a period of 5 years from the date of delivery excluding items covered by the exceptions listed below. Warranty is for electronics only; consumables are not covered at 5 years. All repaired R.C. Systems, Inc. products are guaranteed to be free from defects in workmanship and materials for a period of 90 days from the date of delivery. Some newly released R.C. Systems products may have different warranty times; please refer to the product datasheet for more information on warranty time.

The following are exceptions to the length of this warranty:

- Accessories are warranted for 90 days from the date of delivery.
- Sensors are consumable parts; the warranty time for different sensors by verified by a sales representative
- Factory repairs and service exchange replacements are warranted for 90 days from the date of delivery.

- Consumable or disposable goods are warranted at the time of delivery only.
- Information Systems will operate in all material respects in conformity with R.C. Systems, Inc.'s published specifications, under normal use, for a period of 90 days from installation.
- Customized products/Systems are warranted for one (1) year from the date of delivery.

R.C. Systems, Inc. is not responsible for normal deterioration, wear, abuse, or any damages caused by exposing the products to conditions out of product specifications, including but not limited to IP rating, temperature, pressure, flow, or chemicals that are not compatible with the material of the products. In any event, R.C. Systems, Inc. will not be liable beyond the original selling price of said items.

This warranty applies only if the following conditions are met:

1. R.C. Systems, Inc. or its qualified representative is promptly notified, in writing, upon detection of the defective material or equipment.
2. Examination by R.C. Systems, Inc. or its qualified representative confirms that the defect is covered by the terms of this warranty.
3. The exclusive remedy in the event of a breach of this warranty shall be limited to repair or replacement of, or credit for, the product, equipment, or parts. R.C. Systems, Inc. alone shall choose which of these options is appropriate.

The above is the sole warranty provided by R.C. Systems, Inc. This warranty is in lieu of all other warranties, written or oral, statutory, express, or implied, including without limitation the warranty of merchantability, fitness for a particular purpose, or non-infringement of patent, trademark, or copyright.

Limitation of Liability

Except as expressly provided in any applicable indemnity agreements, the liability of R.C. Systems, Inc. ("R.C. Systems") in connection with the manufacture, sale, installation, demonstration, representation, use, or performance of its products is strictly limited to the terms set forth in R.C. Systems' Limited Warranty.

This limitation applies to all claims, whether arising in contract, tort, negligence, strict liability, or otherwise, and regardless of any fault attributable to R.C. Systems. In no event shall R.C. Systems be liable for any special, incidental, indirect, or consequential damages, including but not limited to loss of profits, loss of use, or loss of data, even if R.C. Systems has been advised of the possibility of such damages.

R.C. Systems disclaims all liability arising from the use of its products in conjunction with any third-party products not expressly approved or endorsed by R.C. Systems.

The buyer acknowledges and agrees that the remedies provided under R.C. Systems' Limited Warranty constitute the sole and exclusive remedies available for any claim related to the products.