

Standard Terms and Conditions of Sale

- 1. Terms of Payment: Unless prior arrangements are made to establish credit terms RSG Products Inc., all sales are prepaid in full prior to shipment. Payment may be made via cash, check or electronic transfer to RSG Products Inc. prior to delivery.
- **2. Buyer's Deposit:** A 50% deposit is required to process an order for an air conditioning kit. The deposit is non-refundable and will be applied to the final price of the kit.
- **3. Taxes / Other Charges:** Prices of the specified products are exclusive of all city, state, federal and international taxes, duties, levies or charges of any kind, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes or other charges. Whenever applicable, any taxes or other charges shall be added to the invoice as a separate charge to be paid by Buyer.
- **4. Shipment and Packaging:** All products will be suitably packed, marked and shipped F.O.B. RSG Products Inc. Fort Worth Texas, in accordance with standard packaging procedures.
- **5. Delays:** RSG Products Inc. will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delays.
- **6. Technical Advice:** RSG Products Inc. technical support staff is available for telephone consultation concerning the products it manufactures; however, RSG Products does not warrant or guarantee such advice.
- **7. Aircraft Variation:** Due to aircraft manufacturing variations, alterations and other factors, there are differences between aircraft of a certain make and model. Because of these variations, RSG Products Inc. does not guarantee that Buyer has purchased the correct product or that a specified product will fit the intended aircraft. Further, RSG Products does not guarantee the number of labor hours required to install its products.
- 8. Returns: All sales are final unless a return is approved at the sole discretion of RSG Products Inc. If RSG Products Inc. does agree to accept a return, 25% restocking fee will be charged for all parts returned. If RSG Products Inc. does agree to accept a return, 50% restocking fee will be charged for all AC Kits returned. All items returned to RSG Products Inc. must be sent freight prepaid and must have a return material authorization (RMA) number clearly marked on the shipping container.
- **9. No Fault Found:** If items are sent to RSG Products Inc. for evaluation and no problem is found, or if Buyer elects not to make the required repairs, then Buyer shall be responsible for the payment of \$300 evaluation fee.
- **10. Certificate of Conformity:** RSG Products Inc. will provide a Certificate of Conformity with each product assuring that the product has been manufactured according to its approved design drawings. Any additional assurances or certifications shall be at the expense of Buyer and shall be added to the invoice as a separate charge to be paid by Buyer.
- 11. Failed Products: Should any product prove defective, RSG Products Inc. will either replace the item or adjust the matter fairly and promptly, but under no circumstances shall RSG Products be liable for consequential or other damages, losses, or expenses in connections with or by reason of the use or liability to use products purchased for any purpose.
- 12. Patents: Buyer shall hold RSG Products Inc. harmless from, and release and not make claim or suit against RSG Products because of any suits, claims, losses, or other liability made against, or suffered by, Buyer arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary right, at common law, or claim of unfair trade or of unfair competition, resulting from, or occasioned by Buyer's use, possession, sale, or delivery of the products sold to Buyer by RSG Products Inc.
- 13. Warranty Registration and Claims: The terms RSG Products Inc. Limited Warranty is written on the Warranty Registration Card and published on the Rotorcraft Service Group, website www.rotorcraftservices.com. The registration form must be completed and returned to RSG Products Inc. within 1 month of receipt of a product. Failure to complete the Warranty Registration Card may result in denial of a claim. In order to process a warranty claim, complete the Warranty Claim Form found under Customer Support on our website and e-mail to info@rotorcraftservices.com or fax to +1 817 624 6603, or call RSG Products Inc. at +1 817-624 6600. A Warranty Claim without a Return Material Authorization (RMA) Number will cause delays and a possible denial of the claim.



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14. Acceptance: This is not a firm offer and may be changed or revoked at any time. Acceptance of this offer is expressly limited to the exact terms contained herein, or as may be changed by a prior written contract between the Buyer and RSG Products Inc., and any attempt to alter or omit any of such terms shall be deemed a rejection and a counteroffer.