

RCJ CONTRACTS LTD

PURCHASE ORDERING: TERMS, CONDITIONS, AND PROCEDURES

1.0 QUOTATIONS AND PRO FORMA

INVOICES:

1.1 All quotations and proforma invoices issued by RCJ CONTRACTS LTD are subject to these Terms and Conditions of Sale.

1.2 Unless otherwise stated in writing thereon, the quotation expires 30 days from date of quotation and may be withdrawn at any time within that period, prior to approval of order, upon written notification to the Client.

1.3 Specifications, pricing, and availability are subject to change at any time. RCJ CONTRACTS LTD will use reasonable efforts to provide the Client with advance notification of such changes.

2.0 APPROVAL OF ORDERS

2.1 All purchase orders must detail specific quantities, prices, and part numbers for the PRODUCTS. All purchase orders must be firm and submitted in a hard copy form either by mail or e-mail. Phone orders will not be accepted. RCJ CONTRACTS LTD will review each purchase order prior, and if accepted an acknowledgment will be emailed to the Client.

2.2 The commitment to fulfil orders is subject to approval by RCJ CONTRACTS LTD credit department.

2.3 ORDER CANCELLATION. The Client has the right to cancel an accepted purchase order (for standard products only) when a written request for cancellation is received by RCJ CONTRACTS LTD from the Client, and the order is cancelled thirty (30) or more calendar days in advance of previously requested and accepted shipment date set forth on purchase order. If the order is cancelled when there is less than thirty (30) calendar days from the written request to the shipment date, the Client agrees to pay RCJ CONTRACTS LTD a 20% handling fee.

3.0 PRICES

3.1 Prices in any price list of RCJ CONTRACTS LTD PRODUCTS do not include vat or any other sales tax, which shall be added to RCJ CONTRACTS LTD invoices if applicable. Any changes in the price of PRODUCTS shall apply as follows: (i) all orders received based on quotations provided prior to the effective date of new pricing will be accepted at previous pricing levels for up to fifty nine (59) days after the effective date of new pricing; (ii) all orders received after the effective date of new pricing which are based on quotations made after the effective date of new pricing shall be subject to the new pricing levels; (iii) price decreases shall apply to all orders received on or after the effective date of the new prices.

3.2 RCJ CONTRACTS LTD may change prices at any time; RCJ CONTRACTS LTD will use reasonable efforts to provide the Client with advance notification of such changes.

3.3 All prices in connection with this Agreement and the Price Book are stated and payable in Pounds Sterling.

3.4 NET PURCHASE PRICE for PRODUCTS shall mean the price charged by RCJ CONTRACTS LTD in the sale of PRODUCTS minus any discounts, PRODUCTS returned for credit, transportation costs, and any direct governmental charge or tax.

4.0 BILLING AND PAYMENT TERMS

4.1 The Client must submit payment with order in the form of BAC's transfer or have credit terms approved by RCJ CONTRACTS LTD credit department.

4.2 If credit terms are not extended, then all orders must be prepaid via BAC's transfer.

4.3 Where credit is extended, invoices will be issued by RCJ CONTRACTS LTD on date of shipment or completion and payment must be made by the Client within 30 days of date of invoice.

4.4 If the Client fails to pay invoice within 30 days, RCJ CONTRACTS LTD will impose a late payment charge as per the late payment act at the maximum rate allowed by law.

4.5 All performance by RCJ CONTRACTS LTD under this Agreement or any other order may be suspended should the Client be delinquent in making payment for PRODUCTS, services, or other items.

4.6 Should the Client become delinquent in making payments for PRODUCT and services, RCJ CONTRACTS LTD reserves the right to place the Client on cash on delivery and/or BAC's transfer terms.

5.0 DELIVERY

5.1 RCJ CONTRACTS LTD shall deliver all PRODUCTS purchased. The Client is responsible for notifying RCJ CONTRACTS LTD in writing of preferred shipping method, freight forwarder and/or any other special instructions for the particular country to which shipment will be made. RCJ CONTRACTS LTD shall not be held responsible for any delays or additional duty charges as a result of the way products are shipped.

5.2 Special shipping instructions must be specified at the time of order placement. If no instructions are given, RCJ CONTRACTS LTD will ship the products via our delivery partners.

5.3 RCJ CONTRACTS LTD will attempt to schedule shipments as closely as possible in accordance with the Client's request. However, RCJ CONTRACTS LTD will not be liable for any damages or charges to the Client or the Client's customers for late delivery.

6.0 TRANSFER OF TITLE

6.1 The title of ownership of materials, PRODUCTS, and software licenses does not transfer from RCJ CONTRACTS LTD to the Client until RCJ CONTRACTS LTD has been paid in full for all material and labour and any RCJ CONTRACTS LTD or applicable software license agreements have been signed by the Client and the end-user and returned to RCJ CONTRACTS LTD

7.0 RETURN OF GOODS

7.1 The Client must obtain a Return Material Authorization (RMA) from RCJ CONTRACTS LTD prior to returning PRODUCTS or components. The Client must make a request for an RMA within 30 days of shipment. RCJ CONTRACTS LTD is not obliged to accept returns of PRODUCT after 30 days from shipment. One RMA number is required for each returned shipment.

7.2 Following receipt of the RMA number, the Client shall ship the PRODUCT (prepaid) to RCJ CONTRACTS LTD within 15 days. If RCJ CONTRACTS LTD has not received the PRODUCT within 15 days of the RMA issue date, the RMA becomes void and receipt of the PRODUCT will be refused by RCJ CONTRACTS LTD. The Client shall return PRODUCTS to RCJ CONTRACTS LTD in original packaging.

7.3 Return PRODUCTS shall be shipped Freight PrePaid, to a destination identified by RCJ CONTRACTS LTD and shall include the RMA Number, a description of item(s) being returned, and reason for the return.

7.4 All special orders or custom PRODUCTS, including nonstandard software features are not subject to return.

7.5 A restocking charge of 25% of the purchase price will be charged for items returned in unused condition with the original packaging intact. RCJ CONTRACTS LTD