

Reiloy USA Terms & Conditions

TERMS & CONDITIONS

Including Limitation of Warranties

(1) Warranty Applicable to Products Manufactured or Rebuilt by Reiloy USA.

Reiloy USA hereby provides a limited warranty to the original Purchaser thereof that all products manufactured or rebuilt by Reiloy USA will be free of defects in materials or workmanship supplied by Reiloy USA. If drawings or blueprints are provided by the Purchaser for the purpose of manufacturing a custom product, Reiloy USA warrants that such product will be manufactured to the specifications set forth in the drawing or blueprint provided. Reiloy USA is not responsible for machinery components not manufactured or rebuilt by Reiloy USA, nor is Reiloy USA responsible for machinery operation, resins used, temperatures, pressures or other variables in the Purchaser's molding, blow molding or extruding process. Accordingly, Reiloy USA and Purchaser expressly agree that no Warranty is provided by Reiloy USA for the successful molding, blow molding or extruding of products by the Purchaser.

(2) Warranty Period and Liability.

Reiloy USA's warranties, as stated above, extend only for a six (6) month period from the date of shipment to the Purchaser; such warranties to remain in effect only if the items manufactured or rebuilt by Reiloy USA are used in accordance with sound accepted industry practices and procedures, excluding normal wear and usage. Except as provided below, Reiloy USA's liability under these warranties is limited to deliver to the initial Purchaser replacement manufactured or rebuilt products determined by Reiloy USA to be defective, with freight to be paid by Reiloy USA.

(3) Limitation of Remedies.

Reiloy USA's liability is limited to the terms of the express warranties contained herein. Reiloy USA and Purchaser agree that the Purchaser's sole and exclusive remedy against Reiloy USA shall be for the repair or replacement of defective products as provided therein. The Purchaser agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to property, or any other incident of consequential loss) shall be available to him and in no event may Purchaser make any claim against Reiloy USA for an amount greater than the purchase price of such defective products manufactured by Reiloy USA.

(4) Terms

Reiloy USA's terms are Net 30, Freight Collect. All international shipping terms of sale are DAT (Delivered at Terminal) and costs are invoiced to Buyer.

(5) No Modification of Terms.

There are no warranties other than stated in Paragraph 1 hereof. No additions or modifications of this statement may be made except by a written statement signed by an officer of Reiloy USA.

(6) Severability and Governing Law.

If any provision of these Terms and Conditions is held to be invalid, the remainder of the terms and conditions so stated herein shall not be affected thereby. The Laws of the State of Kansas shall govern with respect to any matters or disputes arising out of this Agreement.