



THE LEADING MANUFACTURER OF
WIRE & CABLE PREPARATION TOOLS

TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS OF SALE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN RIPLEY AND CUSTOMER RELATED TO THE SUPPLY OF RIPLEY PRODUCTS AND SUPERSEDE ALL PRIOR DOCUMENTS AND AGREEMENTS BETWEEN RIPLEY AND CUSTOMER UNLESS SUCH AGREEMENTS HAVE BEEN SIGNED BY BOTH PARTIES AND BY THEIR TERMS ARE STILL IN EFFECT. NO AGENT, SALESPERSON OR OTHER PARTY IS AUTHORIZED TO BIND RIPLEY BY ANY AGREEMENT, WARRANTY, STATEMENT, PROMISE OR UNDERSTANDING NOT EXPRESSED IN THESE TERMS AND CONDITIONS.

These Terms and Conditions are exclusive and shall apply in lieu of all other terms and conditions appearing on customer's purchase order or other customer documentation. Customer agrees that RIPLEY's acceptance of customer's order or quotation is limited to and governed exclusively by these RIPLEY Terms and Conditions. Neither RIPLEY's commencement of performance nor shipment of products shall be deemed to constitute acceptance of any additional or different terms and conditions proposed by customer. RIPLEY's failure to object to provisions contained in any order or other document of customer shall not be construed as a waiver by RIPLEY of these Terms and Conditions or an acceptance of any terms and conditions of customer, which are hereby rejected by RIPLEY.

Price Policy

Orders become effective only when accepted by RIPLEY. RIPLEY reserves the right to change prices without notice due to, but not limited to, increases in labor, energy and raw material costs except in cases where prices are stipulated as part of a contract. Prices and discounts are rounded to two decimal points.

Terms of Payment

Standard terms are net thirty (30) days from date of invoice with approved credit unless prepayment terms apply. Accounts with invoice(s) outstanding longer than sixty (60) days will require prepayment when the purchase order is placed, and/or full payment of outstanding invoice(s), prior to order acceptance by RIPLEY.

Special production orders may be subject to a prepaid deposit of cost of materials to release order to production.

Ordering Minimums

For tools, devices, accessories or spare parts the order should meet \$100. Anything below the minimum will receive a \$50 handling charge.

Cancellations and Changes

No cancellation or order change will be accepted on orders in production, or scheduled for production within thirty (30) days of shipment date unless approved by RIPLEY. For any changes or cancellations on less than thirty (30) days' notice, customer is liable for all costs of unique parts and other applicable costs incurred by RIPLEY.

Blanket orders are non-cancelable. Scheduled release dates are required with purchase orders for blanket order acceptance. Customer agrees to take delivery of total order quantity within one year of acceptance of order by RIPLEY. Forty-five (45) days' advance notice is required to change a scheduled release date.

Special production units are non-cancelable. Changes may be subject to charges for unique parts and other applicable costs incurred by RIPLEY.

Warranty

RIPLEY warrants its products against defective materials and workmanship for a period of two years from date of shipment from the RIPLEY factory provided the product is utilized in accordance with instructions and specified ratings. ODM brand the warranty does not cover devices which have been mishandled, destroyed, disassembled or otherwise abused. The warranty covers only items with serial numbers (non-consumable items). RIPLEY will cover



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shipping costs one-way ground for returned items covered under warranty.

THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY RIPLEY IN CONNECTION WITH THE PRODUCTS. RIPLEY DISCLAIMS ALL OTHER WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. RIPLEY'S ENTIRE RESPONSIBILITY, AND CUSTOMER'S EXCLUSIVE REMEDIES, FOR ANY BREACH OF WARRANTY IS LIMITED, AT RIPLEY'S OPTION, TO RIPLEY REPAIRING OR REPLACING THE AFFECTED PRODUCTS.

RIPLEY'S ENTIRE AND AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER FOR BREACH OF WARRANTY OR CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL NOT EXCEED CUSTOMER'S PAYMENTS TO RIPLEY FOR THE PRODUCTS PURCHASED UNDER THESE TERMS AND CONDITIONS THAT CREATE SUCH LIABILITY. RIPLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THESE TERMS AND CONDITIONS, THE PRODUCTS, OR THE SALE, USE, OR QUALITY OF THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, LOST SAVINGS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS, AND WHETHER OR NOT RIPLEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RIPLEY WILL NOT BE RESPONSIBLE FOR DAMAGE TO ANY APPARATUS CAUSED BY IMPROPER INSTALLATION, OPERATION OR MAINTENANCE.

Shipping

Domestic shipments are F.C.A. factory. International shipments are Ex Works unless otherwise agreed upon and title and risk of loss shall pass to customer upon shipment. Shipping charges to open accounts are prepaid and charges are added to the invoice. All others are shipped collect. Customers with previous calendar year purchases exceeding \$20,000 of Cablematic and Miller products are eligible for freight allowance. RIPLEY shall not charge these customers for freight cost (freight allowance) for product shipments aggregating \$750 or more within the Continental United States. Other RIPLEY branded products are excluded from this allowance. Method and routes are selected by RIPLEY, unless otherwise agreed upon in writing.

Lost, Damaged, or Delayed Shipments, or Shipment Discrepancies

Special care is exercised in packing for shipment. However, RIPLEY assumes no responsibility for delay, breakage, or damage after shipment leaves the RIPLEY factory. All claims for breakage and damage should be made directly to the carrier. RIPLEY will provide reasonable assistance to customer in securing satisfactory adjustments from the carrier to such claims. RIPLEY is not liable for loss, damage, detention, or delay resulting from causes beyond its reasonable control, or its inability to obtain necessary labor, materials, or manufacturing facilities. Discrepancies in quantities and/or items received must be reported to RIPLEY within 5 business days of receipt.

Returned Goods Policy: *Return Goods Without Authorization Will Not Be Processed*

Any Utility Tool item that is cable size specific are non-returnable. Products under warranty may be returned for credit **ONLY IF and AFTER** written permission has been given by RIPLEY. Credit will be issued only upon receipt and evaluation of the product. Non-defective returned products will be subject to a thirty percent (30%) restocking charge. Returned products must be in as-new condition, in the original packaging and less than one year from the date of the original invoice. RIPLEY reserves the right to limit the reimbursement per calendar year on non-defective returned items. Products returned in less than as-new condition, or returned without written authorization, will be returned at customer's expense. Returned products must be sent prepaid to the RIPLEY factory. RMA numbers provided by RIPLEY are required on exterior package labeling and packing slips.

Repairs: *Return Goods Without Authorization Will Not Be Processed*

All repairs must be authorized by RIPLEY **PRIOR** to the return. An RPR number would be provided once approved and



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the shipment must be sent prepaid to the RIPLEY factory accompanied by a letter stating the nature of the trouble as completely as possible. Individual items must each be tagged with the symptom(s) of failure. Units found to be not under warranty will be returned at customer's expense. Units returned under warranty with no problem found may be subject to charges. RPR numbers provided by RIPLEY are required on exterior package labeling and packing slips.

ODM branded product may be returned for one free recalibration during the warranty periods. Customer prepays shipping both ways for the calibration services. Calibration services rendered beyond the warranty period or after the first recalibration will be subject to a fee of \$75 per item. Recalibration of three or more items in the same order could receive a discounted fee of \$60 per item.

Taxes

Prices do not include federal, state, local or excise taxes based upon production, sale or transportation of the merchandise. Taxes and excises, where applicable, are the responsibility of customer.

Intellectual Property

Each party retains exclusive ownership and right to control all of its intellectual property, including but not limited to its technologies, inventions, technical data, know how, trademarks and patents, and nothing in these Terms and Conditions shall constitute a license of any of the same.

Governing Law; Disputes

These Terms and Conditions shall be governed by the laws of the State of Ohio without regard to any of its conflicts of laws principles. No provisions of the United Nations Convention on Contracts for the International Sale of Goods shall apply to these Terms and Conditions. Any controversy or claim arising out of or relating to these Terms and Condition, or breach hereof, shall be settled by arbitration held in Cuyahoga County, OH in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may seek equitable relief, including injunctive relief, in any court in the State of Connecticut without the necessity of proof of actual damages or the posting of a bond or other security.