



R and T of West Michigan, Inc.
6955 East Paris Industrial Court
Caledonia, MI 49316
Ph: 616.698.9931 Fax: 616.698.9937
www.rtmachineservices.com

**STANDARD TERMS AND CONDITIONS OF QUOTATIONS
OF R AND T OF WEST MICHIGAN, INC. ("R and T")**

- 1. Entire Agreement; No Conflicting Terms.** THE TERMS AND CONDITIONS CONTAINED HEREIN ARE THE ONLY TERMS AND CONDITIONS UPON WHICH R AND T WILL SELL ANY PRODUCTS OR SERVICES. THEREFORE, R AND T'S AGREEMENT TO PROVIDE PRODUCTS OR SERVICES IS EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ASSENT TO THESE TERMS AND CONDITIONS EVEN IF THEY ARE ADDITIONAL TO OR DIFFERENT FROM ANY OF CUSTOMER'S PROPOSALS. R AND T IS UNWILLING TO PROCEED UNLESS CUSTOMER ASSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN.
- 2. Warranty Terms.**
 - a. Disclaimer:** EXCEPT FOR COMPLETE REBUILDS AND PARTIAL REPAIRS, IDENTIFIED AS SUCH IN THE QUOTATION, AS STATED AT SECTIONS 2(B) AND (C) BELOW, R AND T MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT OR SERVICE SUPPLIED TO CUSTOMER, AND R AND T EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, WARRANTY OF TITLE, WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY, AND WARRANTY OF WORKMANLIKE PERFORMANCE. EXCEPT AS EXPRESSLY STATED BELOW, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS."
 - b. Complete Rebuilds:** A one-year warranty applies to all labor and parts provided by R and T for complete rebuilds. This warranty does not apply to over tonnage operation or if customer fails to properly maintain the rebuilt machine including lubrication in accordance with manufacturer's specification or tampers with any related electrical system. The warranty also does not include OEM, factory, and other contractors' parts and materials.
 - c. Partial Repairs:** A 90-day limited warranty applies to all labor and parts provided by R and T for repairs to only specific parts of the press. This warranty does not apply to over tonnage operation or if customer fails to properly maintain the repaired machine including lubrication in accordance with manufacturer's specification or tampers with any related electrical system. The warranty also does not include OEM, factory, and other contractors' parts and materials.
- 3. Limitation of Liability.** CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY BREACH OF CONTRACT OR WARRANTY BY R AND T IS THE RIGHT TO RECOVER THE AMOUNT CUSTOMER PAID FOR THE PRODUCTS OR SERVICES. IN NO EVENT WILL R AND T BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS, DAMAGES RELATED TO BUSINESS INTERRUPTION, OR DAMAGE – PERCEIVED OR REAL – TO REPUTATION OR GOODWILL.
- 4. Period of Limitations for Claims.** Unless a different time period is specified by the warranty provisions at Section 2 above, if customer wishes to make any claim for breach of contract or any other reason relating to the services or products provided by R and T, customer must file such claim with a court of law no later than ninety (90) days from the date the product was received or service provided. Notwithstanding this provision, if customer wishes to make a claim for breach of warranty, customer must file such claim with a court of law within the applicable warranty period as provided at Section 2 above. If customer does not file such claim within the applicable period, customer will be forever barred from making any legal or equitable claim relating in any way to the contract, warranty, or the parties' relationship. Customer is also barred from making any claim unless it first puts R and T on written notice of the alleged breach and allows R and T 30 days to cure.
- 5. Legal Expenses and Costs.** In the event of any dispute arising out of any services or products provided to customer by R and T, customer agrees to reimburse R and T for all attorneys' fees and legal costs incurred as a result of such dispute, including, without limitation, all non-litigation fees and costs, and all fees and costs incurred in connection with any litigation, arbitration, mediation, or any other dispute resolution proceeding relating to such dispute, including, without limitation, all such fees and costs incurred in any collection, appellate, or other post-judgment proceeding.
- 6. Disputes to be Resolved in Kent County, Michigan.** Customer agrees that the exclusive venue for any litigation, arbitration, mediation, or any other proceeding relating to a dispute between customer and R and T is the County of Kent, State of Michigan, USA. Customer consents to the state and federal courts of the State of Michigan exercising personal jurisdiction over customer, regardless of customer's citizenship, principal place of business, and location of other offices, employees, or facilities.
- 7. Finance Charge:** In addition to all other sums due, if customer fails to timely make any payment in full when due, customer will be liable to R and T for a finance charge of 1.5% per month, which will begin to accrue on the 31st day after the date of the invoice.
- 8. Entire Agreement; Signed Amendments Only.** This Quotation and these terms and conditions constitute the entire agreement of the parties with respect to the subject matter addressed herein and completely integrate any and all prior and contemporaneous written and oral agreements addressing the same subject. This Quotation and these terms and conditions cannot be modified in any way unless reduced to writing and signed by an authorized representative of R and T and customer.