



## RTG FILMS Terms & Conditions of Sale

1. **Orders:** All orders are subject to acceptance by RTG. Confirmation of order will be sent via email by acknowledging order in writing and/or supplying a copy of the internal order (aka Order Confirmation). The products covered by this order cannot be cancelled or altered except with our written consent.
2. **Liability:** No liability shall result from delay in performance or non-performance caused by circumstances beyond the control of the party affected including, but not limited to Act of God, fire, flood, war, government action, accident, labor trouble or shortage, inability to obtain material, equipment or transportation.
3. **Terms: Pricing for Products** quoted by RTG are firm for the time-period as stated, or thirty (30) days from the date of the price quote if no such date is specified.

4. **Product Quantity Tolerance:**

Order Quantity	Over / Under
<1,000lbs	25% / 10%
1,001 – 4,999lbs	15% / 8%
5,000lbs+	10% / 5%

Deliveries within the above tolerances shall be deemed completed deliveries. Buyer shall accept and pay for excess quantities within such permissible overrun tolerances.

5. **Payment Terms:** Net Thirty (30) days from invoice date with approved credit. Any amount not paid within thirty (30) days of the invoice date may result in a 1.5% interest rate per month. RTG may elect to hold further shipments until the invoices are up-to-date.
6. **Shipping:** Unless otherwise stated in writing, all prices are FOB Shipping Point

(Seller's Facility), with the buyer bearing all costs, insurance, freight, and other expenses after the Seller has placed the products in the trailer of the requested carrier.

7. **Delivery/Inspection:** Buyer shall note on Bill-of-Lading (BOL) any damage to product upon receipt. Failure to note damage on BOL shall be conclusive proof that the products have been received in satisfactory condition. RTG must be notified in ten (10) days of any damage so proper claims can be filed.
  - a. If RTG is delivering the product at no cost, RTG files the claim.
  - b. If Buyer selected carrier and is paying the freight, buyer files the claim.
8. **Returns:** RTG will not accept products returned without written authorization. Returned product must be packaged properly to prevent damage.
9. **Safety Stock:** RTG will hold customer stock up to ninety (90) days from order placement (under Safety Stock Program) for customers with approved credit. After that time-period is up, RTG may elect to ship product balance to the customer.
10. **Indemnification:** Buyer shall indemnify and hold RTG harmless for any demand, claim, fee, penalty, fine, action, or other liability made by or with respect to a third party for injury, death, or property damage that arises out of: (a) Buyer's use of the product; or (b) the failure of the Buyer to abide by the obligations hereunder. Notwithstanding the foregoing, the indemnification set forth in (a), above, shall not be applicable to any liability arising directly out of a product defect.