

Terms & Conditions

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Acceptance of the materials by the buyer shall be deemed conclusively to constitute the buyer's acceptance of R.C. Systems, Inc.'s exclusive Terms and Conditions.

Payment Terms

Net 30 Days to customers with established credit.

Prices

All prices are in accordance with R.C. Systems, Inc.'s then current price list. Prices subject to change without notice. Any applicable taxes for products are in addition to quoted prices and shall be paid by customer.

Shipping

All materials are sold FOB Hitchcock, Texas, and are shipped by a freight carrier designated by R.C. Systems, Inc.

Restrictions of Use

Any sale or transfer of a R.C. Systems, Inc. system or device is not a transfer of ownership of the software contained therein or the protocols used therein, but reflects merely the granting of a license for the Customer to use said software and protocols in the ordinary course of business and for the purpose and in the manner for which the software and protocols were designed and produced. Customer agrees not to translate, modify, reverse engineer, disassemble, decompile, or create derivative works based on any of the software received in or with any R.C. Systems, Inc. system or product, or to permit any third party to do so, and will keep confidential the contents of all software and/or documentation of same. The software and protocols may not be copied or transferred to another party or made commercially available in any other device.

Return Material Authorization

All material to be returned must have prior authorization by R.C. Systems, Inc. and a valid Return Material Authorization Number must appear on the shipping label, packing slip, purchase order, and any other related paperwork. Material received without such authorization will be refused at R.C. Systems, Inc.'s receiving dock and returned immediately to the customer.

When requesting authorization to return material, the following information must be provided:

1. Customer purchase order number and date.
2. R.C. Systems, Inc. sales order number and shipping date.
3. Quantity, R.C. Systems, Inc. product number, and description of material to be returned.
4. Reason for return.

The following are the only accepted reasons for return of material:

1. Breach of warranty.
2. Customer order error.
3. R.C. Systems, Inc. order or shipping error.

Returned material is subject to the terms of the R.C. Systems, Inc. warranty. Material to be returned that is not under warranty must have been purchased within 30 days of request for return, returned within 14 days after request, and approved for return as stated previously. Returned material, with the exception of warranty or R.C. Systems, Inc. error, is subject to a 20% restocking charge.

The following nonwarranty materials are not eligible for return:

1. Material that has been used.
2. Specially ordered or produced items.
3. Material that has been altered or abused by the buyer.
4. Products that are known to be contaminated with communicable diseases.

Upon receipt of authorized returned material, an inspection of the material will be conducted by R.C. Systems, Inc. and appropriate action taken. R.C. Systems, Inc.'s decision regarding disposition of returned material is final. All items to be returned shall be shipped prepaid to the following address unless otherwise advised by R.C. Systems, Inc.:

R.C. Systems, Inc.

8621 Hwy 6

Hitchcock, TX 77563

(Include Return Material Authorization Number.)

Factory Repair

Materials in need of factory repair must have prior authorization by R.C. Systems, Inc. before its return. A valid Return Material Authorization number must appear on the shipping label, packing slip, purchase order, and other related paperwork in order to expedite repair.

When requesting a Return Material Authorization number, the following information must be provided:

1. Customer purchase order.
2. Quantity and description of material to be returned.
3. Reason for repair.

R.C. Systems, Inc. products in need of factory repair should be shipped prepaid freight to: R.C. Systems, Inc.

8621 Hwy 6

Hitchcock, TX 77563

Warranty

All new R.C. Systems, Inc. products are guaranteed to be free from defects in workmanship and materials for a period of one (1) year from the date of delivery. All repaired R.C. Systems, Inc. products are guaranteed to be free from defects in workmanship and materials for a period of 90 days from the date of delivery.

The following are exceptions to the length of this warranty:

1. Sensors and accessories are warranted for 90 days from date of delivery.
2. Factory repairs and service exchange replacements are warranted for 90 days from date of delivery.
3. Consumable or disposable goods are warranted at time of delivery only.
4. Information Systems will operate in all material respects in conformity with R.C. Systems, Inc.'s published specifications, under normal use, for a period of 90 days from installation.

R.C. Systems, Inc. is not responsible for normal deterioration, wear, or abuse. In any event, R.C. Systems, Inc. will not be liable beyond the original selling price of said items. This warranty applies only if the following conditions are met:

1. R.C. Systems, Inc. or its qualified representative is promptly notified, in writing, upon detection of the defective material or equipment.
2. Examination by R.C. Systems, Inc. or its qualified representative confirms that the defect is covered by the terms of this warranty.

The exclusive remedy in the event of breach of this warranty shall be limited to repair or replacement of, or credit for, the product, equipment or parts. R.C. Systems, Inc. alone shall choose which of these options is appropriate.

The above is the sole warranty provided by R.C. Systems, Inc. This warranty is in lieu of all other warranties, written or oral, statutory, express or implied, including without limitation the warranty of merchantability, fitness for a particular purpose or non-infringement of patent, trademark, or copyright.

Limitation of Liability

Except as specified in applicable indemnity agreements, R.C. Systems, Inc.'s liability, whether arising from or related to the manufacture and sale of the products, their installation, demonstration, sales representation, use, performance, or otherwise, including any liability based upon R.C. Systems, Inc.'s product warranty, is subject to and limited to the exclusive terms of R.C. Systems, Inc.'s limited warranty, whether based upon breach of warranty or any other cause of action whatsoever, regardless of any fault attributable to R.C. Systems, Inc. and regardless of the form of action. R.C. Systems, Inc. shall in no event be liable for any special, incidental, or consequential damages (including loss of profits) whether or not foreseeable and even if R.C. Systems, Inc. has been advised of the possibility of such loss or damage. R.C. Systems, Inc. disclaims any liability arising from a combination of its product with products from another manufacturer if the combination has not been endorsed by R.C. Systems, Inc. The buyer understands that the remedies noted above are its sole and exclusive remedies.