



PROVIDING ADVANCED SOLUTIONS FOR MASS TRANSIT

RL Controls, LLC

General Terms and Conditions

Dated: February 21, 2020

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General Terms and Conditions

These Terms and Conditions apply to all of the following terms shall have the following meanings: (a) “Supplies” or “Services” or “Equipment” shall mean RLC’s solution, services; equipment provided to on behalf of RLC or those which with we represent as a distributor or provide on behalf of (b) The terms this “Subcontract”, this “Contract”, this “Purchase Order” or this “Agreement” or this “Invoice” are interchangeable and wherever appearing herein, shall be deemed to mean the contractual instrument, which shall be binding between RLC and any entity that accepts or receives any products or services from RLC.

Price

Prices quoted are for 30-days. RLC reserves the right to change prices or terms after the validity expiration date of its quote or proposal.

Delivery

Delivery is dependent upon receipt of all specifications, final approved drawings, materials, inputs, purchase orders and other items to identify a request for, and any other details essential to the proper execution of the request.

Services agreed to and established to meet the scope required such as installation, oversight, warranty and the skill to meet the intent of the services to be provided. Such delivery of services may be unique, and require specialty training, equipment, and certifications to meet the scope of supply expected and may be at an additional cost if not outlined within the original scope.

Taxes and Duties

All prices are exclusive of SALES and DUTY TAXES. If an entity is exempt from paying certain taxes described above, and then they shall be responsible for providing RLC with a properly executed tax exemption certificate acceptable to the interested taxing authorities prior to shipment of supplies or services contemplated under the Purchase Order.

Terms of Payment

Upon receipt of RLC’s invoices; the prices stipulated in this Contract or Purchase Order for supplies or services delivered all payments are due within 30-days, unless negotiated and agreed to and countersigned by RLC.

Shipping Terms and Risk of Loss

Risk of loss and damage shall transfer to the customer shipping point upon transfer to a common carrier. In the case of picking up in location, as soon as the packing slip is signed or transferred, the responsibility is transferred from RLC to the signee.

Cancelations

No order placed with RLC may be canceled without the prior written consent of RLC, and in no event without payment to RLC for all materials, engineering and fabrication costs of RLC or its Suppliers and any other expenses or commitments incurred by RLC as of the date of cancellation.

Substitutions

RLC may unilaterally substitute or provide alternative products capable of meeting the functional requirements of the application in cases of unplanned obsolescence.

Force Majeure

RLC shall be excused from performance and not be liable for delay in performance or non-performance attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence, including but not limited to: actions or inactions of government, whether in its sovereign or contractual capacity; judicial action; war, civil disturbance, terrorism, insurrection, sabotage, or act of public enemy; labor difficulty or dispute; fire, flood, storm or other act of God; transportation difficulties; others fault or negligence outside the control of RLC; failure or delay in delivery by RLC's suppliers or subcontractors; strike; shortage of energy, materials or labor sufficient to fill its order (in which case RLC may apply or prorate shipments of its products to or among its customers as in its judgment is reasonable under the circumstances) or inability to obtain export licenses or other event or circumstance beyond the control of RLC. In the event of such delays, the delivery date shall be extended accordingly.

Acceptance

Services, materials or equipment supplied by the Contract shall be new, unused and in conformity with the agreed upon specifications. Acceptance constitutes acknowledgment that the supplies or services conform to applicable contract quality and quantity requirements. Accept or reject of supplies as promptly as practicable after receipt. Acceptance shall be deemed to have occurred fifteen (15) days from date of receipt and rejection may not be allowed or authorized. The parties agree that any of the common carrier's proof of delivery methods may be used to verify receipt date.

Title and Remedies

Title shall pass upon acceptance. Customers defaults in paying or performing any of its obligations hereunder or if the financial stability changes, RLC may treat all amounts owing hereunder to be immediately due and payable, may deduct same from any other sums due or to become due, may withhold any shipments due, may require advance payments, or seek other remedies as allowed by law.

Changes

Customers may during the progress of the work, request RLC to perform changes within the general scope of work. In no event will changes be undertaken by RLC, nor additional compensation be paid to RLC, unless and until agreement is reached on the technical and/or commercial impacts of said changes, and the Contract is

modified in writing accordingly. No alteration, modification, release or waiver, of the Purchase Order or any of the Terms and Conditions herein shall be effective unless agreed to in writing and executed by both parties. Customers will promptly modify such changes in Purchase Order within thirty (30) days following agreement on such change.

Insurance

RLC shall maintain adequate insurance policies for all supplied services, material or equipment provided by RLC, or that maybe incorporated into an assembly by RLC. RLC will insure only the material or equipment purchased and in its possession. RLC under a separate agreement will accept free issued equipment for fair and reasonable mark-up to safely secure, handle and inspect. RLC will assume no liability of any products supplied that were not properly handled, installed, or delivered to a 3rd party.

Quotations, Invoice and Purchase Orders

All quotations, invoices and purchase orders are in accordance with RLC's interpretation of the requests, including part numbers, plans and specifications submitted to RLC by the customer. Only the materials shown on RLC's quotation are included, and that will be covered by insurance and product liability. If a quotation, invoice or purchase order is not accepted in its entirety, RLC reserves the right to decline all or any part of the order to or from the customer. All typographic, clerical or other errors are subject to correction.

Ownership

The ownership of all RLC's designs, drawings, engineering concepts and calculations as well as all software and programs utilized by RLC in connection with customer orders shall always remain vested in RLC.

No software, designs, drawings, concepts or documentation of RLC may be reproduced without the prior written consent of RLC. Information provided or exchanged between the parties shall remain the property of the RLC or its suppliers. Each party shall comply with the terms of any non- disclosure agreement executed between the parties.

Limitation of Liability

RLC makes no representation or warranties other than those set forth herein and shall not be liable for customary variations from specifications.

ALL CUSTOMERS ARE EXPRESSLY NOTIFIED THAT UNDER NO CIRCUMSTANCES SHALL RLC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF BENEFICIAL USE, EVEN IF RLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY).

IN NO EVENT WILL RLC'S LIABILITY TO ENTITY THAT IMPLEMENTS, USES OR INSTALLS EQUIPMENT PROVIDED WITHOUT AN APPROVED SIGN-OFF FROM RLC VALIDATING THE PROCESS OR PROCEDURE. ANY PARTY

MAKING CLAIM THAT EXCEEDS THE PRICE PAID FOR THAT PORTION OF THE GOODS SOLD THAT ARE PROVEN TO HAVE CAUSED SAID LOSS OR DAMAGE WILL NOT BE ALLOWED.

Warranty

If RLC or its suppliers equipment fails in normal use because of a defect in workmanship or materials within the agreed or allowed warranty period from the date of shipment, RLC will repair or replace (at RLC's option) the equipment or part with new, reconditioned, or remanufactured equipment or parts without charge to the customer.

RLC shall not be responsible for defects or failures caused by any customer or user that did not follow the guidelines for use, installation that leads to failure in-service, abuse or misuse; defects or failures caused by unauthorized attempts to repair or alter the equipment in any way; improper installation or system maintenance, consequential damages incurred by the user from any cause whatsoever, including, but not limited to transportation, non-RLC repair or service costs, downtime costs, costs for substituting equipment or loss of anticipated profits or revenue.

RLC assumes no responsibility for design characteristics of special equipment called out, manufactured or supplied to specifications supplied by, or other systems that interface with its equipment when outside its scope of supply.

In no case does RLC's guarantee extend to apparatus or components not of its own supply or manufacture other than what's in the agreed scope of supply.

THIS IS RLC'S SOLE AND EXCLUSIVE WARRANTY FOR DEFECTIVE OR NON-CONFORMING SUPPLIES AND IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT TITLE), EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ABOVE LIMITED WARRANTY CONSTITUTES RLC'S SOLE AND EXCLUSIVE LIABILITY HEREUNDER, AND THE TERMS AND CONDITIONS ARE THE CUSTOMERS SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NONCONFORMING SUPPLIES.

Assignment

Neither party shall assign the Purchase Order to any other party without the prior written consent of the other party. Any attempted or purported assignment of the Purchase Order without the other party's prior written consent shall be null and void and not binding.

Survivability

The following provisions shall survive the completion or termination of this Purchase Order: Ownership, Limitation of Liability.

Waiver

Any waiver by either party of a breach or default shall not constitute a general waiver of any other breach or default otherwise occurring.

Enforceability

The parties agree that if any portion of the Purchase Order shall become illegal and/or unenforceable, the remaining portion shall continue to be binding and enforceable provided that the validity of the remaining portion would not defeat the overall business intent of the parties or give one party any substantial financial benefit to the detriment of the other party.

Contract Agreement and Applicable Law

The terms and conditions of sale applicable to this sale shall be exclusively set forth herein and no amendment hereto shall be binding upon RLC unless specifically agreed to in writing by RLC. This includes conflicting terms set forth on the customer's purchase order or other response by the customer, which shall be deemed to be refused by RLC without further notice of objection and shall be of no effect and in any way binding upon RLC.

Negotiations

Are to be negotiated prior to contract or purchase order award from the customer to RL Controls, LLC. Extensive flow-downs, scope change that drive up costs will impact previously submitted pricing and are subject to additional negotiation if required.

For RL Controls, LLC by:

Name: William J. Hennigan

Title: Executive Vice President

Date: 2/21/2020