



Rubber Products Distributors

TERMS AND CONDITIONS

Part Availability - All of the parts listed on this web site may not be in stock and available for immediate shipment. We do try to keep ample inventory on hand to accommodate our customers' demands, however, there are times when lead time is required.

Returned Materials – Merchandise cannot be returned without a Return Material Authorization number. We reserve the right to refuse all unauthorized returns.

Payment Terms - Our standard credit terms are Net 30 Days from invoice. We reserve the right to hold shipments if an accounts receivable balance exceeds 30 days. We also reserve the right to place an account on C.O.D. if we have difficulty collecting a past due balance. We must issue credit prior to receiving payment with a debit taken. We reserve the right to refuse all unauthorized debits. Credit Card payments are accepted. Please contact your Customer Service Representative if you wish to pay by Credit Card.

Freight - All of our shipments are sent F.O.B. Indianapolis, IN unless it is indicated otherwise. We will pre-pay and add the cost of freight to the invoice for all UPS shipments, unless an UPS collect number is provided by the customer. All truck shipments will be sent Freight Collect by a freight-line specified by the customer.

Web Site – The images and information contained on this web site are to be used solely by customers and potential customers of Rubber Products Distributors for the express purpose of purchasing products from Rubber Products Distributors. The images and information on this site cannot be reproduced, republished, or incorporated as part of another web site, with out written consent of Rubber Products Distributors.

Please read below for a complete description of our terms and conditions:

OFFER AND ACCEPTANCE This document constitutes an offer by Rubber Products to sell the goods indicated hereon to the buyer, acceptance of which is expressly limited to asset by the buyer to the terms and conditions stated herein and no others. Any previous offer by the buyer with respect to the goods is hereby rejected. Acceptance of the goods or the failure of the buyer to object to the terms of this offer within ten days after its receipt by the buyer shall constitute acceptance under the terms and conditions stated hereon.

WARRANTY Rubber Products warrants its goods to the original buyer only, against defects in material and workmanship for a period of six months after commencement of use of the product or for a period of twelve months after the date of invoice; whichever is less.

RUBBER PRODUCTS HEREBY DISCLAIMS AND EXCLUDES FROM ANY AGREEMENT MADE BY ACCEPTANCE OF AN ORDER PURSUANT TO THIS QUOTATION, ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

REPAIR should there be any defects in the goods, buyer shall promptly notify seller and on receipt of consent from seller, buyer shall return the defective goods to the factory for inspection. If inspection shows the goods to be defective, Rubber Products at its option, will repair or replace the goods, or refund or credit the invoice price of the goods.

THIS REMEDY SHALL BE THE EXCLUSIVE RIGHT FOR BREACH OF WARRANTY WITH RESPECT TO THE GOODS, RUBBER PRODUCTS SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY WITH RESPECT TO THE GOODS.

PRICE Prices quoted are for continuous runs in the quantities specified, subject to corrections for clerical errors, and are valid for 30 days from date appearing on the face of this form. Any tax or levy hereafter imposed by any governmental authority shall be additional to price quoted.



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Deliveries are contingent upon delays due to defense priorities, material allotments, fires, labor disputes, civil disturbances, or any other cause beyond our control. Delivery of ten percent over or under constitutes fulfillment of the order and does not entitle buyer to any reduction in the price quoted. Inserts supplied by the buyer shall exceed by ten percent the number required to fill the order and shall be delivered F.O.B. our plant.

CLAIMS Buyer's receipt of any material delivered hereunder shall be an unqualified acceptance of and a waiver by buyer of any and all claims with respect to such material unless buyer gives seller notice of claim within thirty (30) days after such receipt. Buyer shall not receive credit for any parts which have been altered or defaced in any way.

RISK OF LOSS Risk of loss or damage to the goods shall be on the buyer from the time seller delivers the goods to a carrier for shipment to the buyer. Without reference to the type of shipment, buyer should make all claims for damage or losses directly to the carrier.

RETURNS Merchandise cannot be returned without a Return Material Authorization number. We reserve the right to refuse all unauthorized returns.

PATENTS Buyer shall, in respect to goods manufactured by seller in accordance with designs, processes, or formulas supplied, determined, or requested by buyer defend, indemnify, and hold harmless seller, its successors and assigns from and against any claim, loss, damage, or expense, including attorney's fees, arising out of any infringement or claim of infringement of any letters patent, trade name, trademark, copyright, or trade secrets by reason of the use of such designs, processes, or formulas. Seller shall promptly notify buyer of such claim of or suit for infringement. At buyer's request, seller shall give buyer control of the defense of such suit, insofar as seller has the authority to do so, and shall furnish information and assistance for the same, all at buyer's expense.

MOLDS We agree to maintain and keep in good operating condition all molds and tools quoted herein during their normal productive life. Molds and tools supplied by the customer will be inspected at our plant, and must be suitable for our operation otherwise this quotation is not valid. It is further agreed that we shall not be liable for any damages or loss to said molds and tools, due to fire, flood, or any other reason beyond our control.

ORDERS All orders are subject to the approval of our Credit Department, and we reserve the right to refuse shipment at any time when in our opinion the financial condition of the buyer warrants it.

CANCELLATION Buyer may, at his option, cancel or revise an order, but he shall be liable to cancellation charges for any tools, molds, and/or materials purchased specifically for said order.

CHANGES No changes in this quotation shall be valid, unless agreed to and signed by an official of our company.

ASSIGNMENT Buyer shall not assign this order or any interest herein including any performance, which may become due hereunder, without seller's written consent.

GENERAL No waiver by the company of any breach or of any provision of this contract shall constitute a waiver of any subsequent breach of such provision or of any other provision. No modification or change in, or departure from, or waiver of the provisions of this agreement shall be valid or binding unless approved by seller in writing. This agreement shall constitute the entire agreement between the parties. The laws of the State of Indiana shall govern this agreement.



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