

GENERAL INFORMATION, TERMS & CONDITIONS

Rams Glen abides by the following practices in processing all orders. Please call us if you have any questions or concerns:

Prices

Prices and quantities are quoted F.O.B. San Marcos, CA 92078 (U.C.C. Terms) and are subject to change without notice. Prices do not include packing, handling, and break-pack charges. Prices do not include any sales, use, excise, privilege, or similar tax, or any export or import tax or duty levied by any government. Purchaser shall pay any such applicable tax and duty.

Terms of Sale

- Net 30 on approval of credit. Initial order requires a 50% deposit with balance due in full upon delivery.
- CA Sales Tax charged when applicable
- Order must be confirmed in writing or by fax
- Payment unless otherwise specified purchase price shall be due in full upon tender of delivery of product. Extension of credit, if any, may be changed or withdrawn by Rams Glen, Inc. at any time.
- Invoices not paid within thirty (30) days after their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance at the rate of one and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever rate is less. Purchaser shall reimburse Rams Glen, Inc. for the cost of collection, including, without limitation, reasonable attorney's fees of any overdue amount owed. Purchaser may not retain or set-off any amounts owed in satisfaction of any claims to the appropriate taxing authorities.
- Upon request, purchaser shall provide a tax exemption certificate.

Orders

Please provide model number or a clear description of product size, color, and finish and/or other design options that you require. Quantities and sizes must be clearly noted. Please provide accurate shipping instructions. All orders received are subject to final acceptance or confirmation. No terms or orders are binding upon Rams Glen, Inc. until so accepted.

Custom Orders

Please provide accurate specifications on all custom orders. For color matching provide fabric or color swatches. Rams Glen, Inc. will provide color match samples of the product and will not proceed with any custom color application without purchaser's signed written approval.

Shipping/Freight

Deliveries are F.O.B. Rams Glen, Inc.'s facility, San Marcos, Ca. 92078 (U.C.C. Terms). All deliveries shall be via common carrier or some other reasonable means chosen by Rams Glen, Inc., if a carrier is not selected by the purchaser. All risk of loss to products shall pass to purchaser upon delivery to a common carrier.

Delivery

Delivery is conditional on the timely receipt by Rams Glen, Inc. of documents necessary for the completion of the order, any down payment, and purchaser's compliance with these terms. Partial deliveries of products are permissible. Rams Glen, Inc. will not be liable for any delay in the performance of orders, or in the delivery of the shipment of products, or for any damages suffered by purchaser by reason of such delay. Delivery is subject to purchaser maintaining credit satisfactory to Rams Glen, Inc. Rams Glen, Inc. may suspend or delay performance of delivery at any time pending receipt of assurances from the purchaser of the ability to pay, including the payment of the purchase price in full or in part, or the payment of any outstanding amounts owed. Rams Glen, Inc. will not be liable for delays or failure to perform due, directly or indirectly beyond its control and acts of any governmental authority, wars, strikes or labor disputes, fires and natural calamities.

Returns & Cancellations

Returns will not be accepted without prior written consent and authorization from Rams Glen, Inc. and must be made within five (5) days after receipt of product. If accepted, freight is to be returned prepaid and any credits or exchanges will be determined upon inspection of the condition of said products. A restocking fee of 25% will be charged on all returns. Purchaser may not cancel or change an order once paid and accepted by Rams Glen, Inc. except with prior written consent and upon terms that will indemnify Rams Glen, Inc., against any loss.

Proprietary Information

Rams Glen, Inc. retains ownership of all intellectual property rights, including, without limitation, patented trademarks, trade names, trade secrets, and copyrights, and of all drawings, illustrations, dimensions, specifications, copyrights, and performance projects, designs, plans, price customer lists, computations, and descriptions prepared or prepared in connection with or relating to products. Purchaser shall not copy or disclose to any other persons or use for any purpose whatsoever any or all of the Proprietary Information without Rams Glen, Inc. prior written consent.

Selection & Application

Purchaser is solely responsible for proper selection and application of products and agrees that s/he will use and apply products for their intended uses only and according to specifications and limitations established by Rams Glen, Inc. Purchaser shall indemnify and hold Rams Glen, Inc. harmless from and against any and all damages, claims, or expenses (including reasonable attorneys fees) arising out or relating to improper selection, application, abuse, or use of products, other than specifications and limitations established by Rams Glen, Inc.