



RICOH TMG TERMS & CONDITIONS

ACCEPTANCE. These are the sole terms and conditions on which an order from Customer for the following products, RICOH StandardSize Roll-4-U™, RICOH TrimLess Roll-4-U™, and RICOH Custom Roll-4-U™ (“Products”) will be accepted by Ricoh Electronics, Inc. (“REI”). No conditions stated by Customer in ordering or accepting Products shall be binding on REI unless expressly accepted in writing by REI.

PRICE TERMS. Prices are F.O.B. point of shipment. All prices are subject to change upon written notice to Customer. All sales, excise or similar taxes, which REI may be required to pay or collect with respect to the Products, shall be paid by Customer, except as otherwise provided by law. The terms of payment will be determined by REI.

SHIPMENT AND TRANSPORTATION TERMS. Unless otherwise provided, REI reserves the right to specify routing of shipments, and freight charges shall be prepaid and billed. If Customer specifies a carrier, the shipment will be made on a “Freight Collect” basis.

OVERRUNS OR UNDERRUNS. Shipments of Products to Customer may contain overruns or underruns not to exceed 10% on quantities ordered and the Customer agrees that the same shall constitute acceptable delivery. REI will bill for actual quantity delivered within this tolerance.

TITLE AND RISK OF LOSS. Delivery will be deemed complete, and title and risk of loss to Products shall pass to Customer upon delivery by REI to the carrier for transportation to Customer. Customer shall bear all risks to Products, including, but not limited to, risk of theft, loss, damage or delay of shipment, which may occur, after Products have been delivered to the carrier. Customer is responsible for filing all loss or damage claims with the carrier.

TRANSIT DAMAGE CLAIM PROCEDURE. “F.O.B. Point of Shipment” is the term of sale. Once a Product leaves REI’s shipping dock, it becomes the property of the Customer. It is the responsibility of the Customer to review the entire shipment at the time of receipt and make note on the freight bill of any damage or missing Product. A signed Bill of Lading without exception verifies that the Customer received the Products complete and without damage. In the event of a transit claim, REI is not responsible for such claim. REI shall not be responsible for any transit damage to the Product.

WARRANTIES AND LIMITATION OF LIABILITY. REI warrants that the Products sold to Customer shall be free from defects in material and workmanship for twelve (12) months from the date of shipment of the Products to Customer. This Warranty does not apply to defects not caused by REI or to Products, which have been modified by someone other than REI or not used in accordance with the Product’s Specifications. To make a claim under this Warranty, Customer must notify REI in writing within the warranty period. Such notice shall include the nature of the defect, serial number of the defective Products and any other relevant information. Customer shall not return Products to REI without prior written authorization from REI. REI’s written authorization will specify what should be returned to REI, the address for such returns and the carrier to be used by Customer for such returns. REI’s sole liability and Customer’s exclusive remedy under this Warranty or otherwise shall be limited to either replacing any Product proven to REI’s satisfaction to be defective and covered by this Warranty or accepting the return of any such Product and refunding or crediting to Customer the purchase price paid by the Customer for such Product at REI’s sole discretion. All costs of labor incurred by Customer or any third party to effect field replacement of the Products shall be the sole responsibility of Customer.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTIES. REI EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCT.

This Warranty extends only to Customer and may not be transferred to any other person or entity. Should Customer transfer this Warranty to any other person or entity, REI’s liability will terminate. REI will not accept Warranty returns from or provide remedies to anyone else.

In no event, whether in contract, tort (including negligence), strict liability, indemnity or otherwise, shall REI be liable for any incidental, consequential, special or indirect damages, nor shall any recovery of any kind against REI be greater in amount than the purchase price of the Products sold to Customer.

PRODUCT DISCONTINUANCE. REI may discontinue manufacturing or selling any products at any time and will give Customer reasonable advance notice of such action. REI will endeavor to fill all purchase orders for Products received by REI prior to its notice of discontinuance of such Products, but it shall not be obligated to fill such purchase orders.

COMPLIANCE. All Products are manufactured in compliance with all applicable requirements of the Fair Labor Standards Act, as amended.

PATENT INDEMNITY. REI will defend Customer and pay any awards against Customer in the event of any lawsuit that claims that a Product sold to Customer constitutes an infringement of any U.S. patent of a third party. The indemnity set forth herein shall only apply if: (i) Customer promptly notifies REI of the filing of the lawsuit; and (ii) REI has full control of the defense and negotiations for settlement or compromise of all claims in the lawsuit. REI shall have no liability to Customer to the extent that the infringement arises out of or relates to: (i) infringing property which is not provided by REI; (ii) the improper use of the Product or the use of the Product in combination with other materials, products, software, equipment or services which are not supplied by REI; (iv) customized portions of a Product designed or produced in accordance with specifications or designs provided by Customer; and (v) alterations or amendments made to the Product which are not made by REI. Subject to the limitations stated herein, if a final injunction shall be obtained against Customer’s use of a Product, REI will, at its expense and option, procure for Customer the right to continue using the Product, or modify the Product to render such non-infringing, or replace such Product with a substantially equivalent non-infringing Product, or accept return of the Product and refund or credit to Customer the purchase price paid by the Customer for the Product.

INDEMNITY. Customer shall defend, hold harmless and indemnify REI from and against any and all losses, claims, liabilities, costs and expenses, including reasonable attorneys’ fees, arising out of or relating to a claim by a third party based on the use or a combination of a Product with any other product not provided or manufactured by REI, or based on Products made in accordance with Customer’s specifications or designs, or a modification of a Product after delivery by REI, or the use of the Product in the practice of a process.

COMPLIANCE WITH EXPORT LAWS. Customer shall comply with all applicable laws and regulations, if it exports or re-exports the Products.

EXCUSABLE DELAYS. Neither party shall be responsible for failure or delay in performing any obligation under these Terms and Conditions due to causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, act of God or public enemy, provided the party so delayed gives written notice of the delay within ten (10) days after the beginning of such cause.

APPLICABLE LAW. The parties agree that these Terms and Conditions shall be deemed to be accepted by Customer in Orange County, California, and all questions concerning the validity, interpretation, or performance of any of its terms and provisions or any rights or obligations of the parties hereto shall be governed by and resolved in accordance with the laws of the State of California.

ARBITRATION. Except for breach of the confidentiality provisions contained herein, any controversy or claim arising out of or relating to these Terms and Conditions or the breach thereof will be submitted to final and binding arbitration before J.A.M.S./ENDISPUTE, or its successor, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. Either party may start the arbitration process by filing a written demand with J.A.M.S./ENDISPUTE, with a copy to the other party. The J.A.M.S./ENDISPUTE’s Comprehensive Arbitration Rules, in effect at the time the demand is filed, shall govern the arbitration. The arbitration shall be held in Orange County, California. Each party will share equally in its costs.

AMENDMENT. No provision of these Terms and Conditions may be amended or otherwise modified except by an instrument in writing signed by duly authorized officers of REI and Customer.

CONFIDENTIALITY. Confidential Information means any information received by a party from the other party that is identified as confidential or under the circumstances of disclosure should be considered confidential. REI and Customer agree to keep all Confidential Information received from the other party confidential and not to disclose such information to a third party.

WAIVER. The failure of either party to enforce at any time, or for any period of time, any provision of these Terms and Conditions shall not be construed as a waiver of the provision or the right of the party to enforce the provision.

NO AUTHORITY. Nothing in these Terms and Conditions shall authorize or empower either party to assume or create any obligation or responsibility whatsoever on behalf of the other party or to bind the other party in any manner, or make any representation, warranty, or commitment on behalf of the other party.