



RUSSO
TRADING COMPANY

"Get Behind the Shield!"

N57 W13282 Carmen Ave.
Menomonee Falls, WI 53051
Phone: 262-432-0877 • Fax: (262) 790-2177
Website: www.RTCProducts.com

RTC Terms and Conditions

1. **Pricing** - Although every effort will be made to notify distributors of price changes, prices are subject to change without notice, and supersedes any printed price lists
2. **Minimum Advertised Pricing (MAP)** – All products distributed by Russo Trading Company (RTC) must be advertised NO lower than the minimum advertised price established by RTC. RTC wants to ensure that all Resellers of its products provide end users with the highest level of customer satisfaction. Certain types of advertising can tarnish RTC's standards and reputation. In order to maintain the value of our products in the marketplace we have updated our MAP Policy.
 - a. It is RTC's policy to cease supplying products to ANY Reseller who advertises RTC products below minimum advertised prices (MAP). **Map pricing is equal to the current suggested retail prices provided in company Retail Price Guide with NO additional discounts.** The advertising pertains to the Internet, including internet sites, pages and links, any other method that uses the hypertext transfer protocol (http) and any internal link to a web-based shopping cart.
 - b. **This MAP Policy applies only to the Reseller's advertised prices, not selling prices. Resellers are free to sell the Company's products at whatever price they choose. The MAP policy is not negotiable and is not an agreement between the Company and any Reseller.**

This MAP Policy requires that a price no less than the MAP price be shown on all Internet Advertising. It does not establish maximum advertised prices...it establishes minimum advertised prices. A Reseller is free, without violating this MAP Policy, to include in an advertisement for the Company's products, a statement that alternative pricing may be made available to customers who contact the Reseller by phone or e-mail. Acceptable statements would include but are not limited to: "Call for our price" or "Call for pricing" or "Email for pricing" or "Alternate pricing available." It is acceptable to show the list price and the MAP, wherein the MAP is referred to as the "Guaranteed low price". Advertising that displays prices below the MAP, violates this Unilateral MAP Policy. Any price with a strike through treatment is not considered a proper display of the MAP and violates this MAP Policy.

Unacceptable statements include any language that states or suggests the advertised offer is less than the MAP, such as: **"Price too low to advertise," "Call for a lower price," "Call for our lower price," "Lower prices are available," "Add to cart for lower price," "Sale price or new low price."** In addition, words such as subtract, less or take away should not be used.

It is a violation of this MAP policy for an advertisement to include phrasing to suggest that a product is being promoted at a price less than the MAP. References to discounts or coupons are strictly prohibited under the policy. Any recalculation of the MAP to be made before the sale occurs also violates this policy.

RTC will monitor compliance with this policy. RTC will immediately stop supplying products to ANY Reseller found to be in violation of the MAP Policy.

3. **Freight** – Prices are "Freight on Board" from Menomonee Falls, WI 53051 and will be added to the invoice using RTC's choice of shipping method, unless otherwise specified on the Purchase Order.
 - a. Freight will not be charged to the ordering party for orders exceeding \$2500.00 In the continental US, \$4,000.00 to Alaska and Hawaii, assuming product is shipped in one shipment (**offer excludes electrical**

machines and select Sigma products). Any costs incurred for expedited shipments or multiple shipments will be the responsibility of the ordering party unless multiple shipments result from backordered product. Please contact your account manager for details.

- b. An extra handling fee of \$40 will be assessed to every pallet required to ship an order
 - c. As part of the "Sales Guarantee," it will be the responsibility of the customer to pay freight for product that is returned to RTC. RTC will in turn cover the freight of the "new" product assuming it meets all criteria set forth in section "2a"
 - d. A drop-ship fee may be applied to any purchase order where the ship to address and name are different than the bill to. A fee of \$10.00 will be added to orders shipped via UPS Ground or equivalent. A fee of \$25.00 will be added to shipments requiring a freight truck
- 4. Minimum Order Requirements** – As a service to our distribution base, RTC does not require a minimum order. We understand that sometimes to service your customers, a smaller order needs to be placed. We do not agree that you should be penalized for going above and beyond to help your customers. Greater discounts are offered when purchasing in case quantities.
- 5. Damaged/Missing Products via Shipping** – Any product that is damaged in shipping, or that does not arrive, must be reported to RTC within 3 business days of receipt of delivery. If an item is damaged in transit you **MUST** take photos of the product and the packaging it arrived in and set it aside. RTC will then file a claim with the carrier and you will be instructed once more details have been gathered.
- 6. Warranty** – RTC stands behind its products, and guarantees they are free from factory defects. Before replacements can be issued, said product must be returned to RTC at the expense of the distributor to be examined by RTC. If the product is deemed defective, a replacement will be issued immediately, and the freight cost of replacing the product will be paid by RTC. Product replacements will not be issued for products that were used other than intended, show excessive wear, for damage caused by faulty equipment they were used on, or for any other reason not deemed a defect during the manufacturing process. Any product given to the end user by the distributor before a determination is made by RTC is done so solely at the discretion of the distributor, and is not guaranteed to be replaced
- 7. Sales Guarantee** – As part of your partnership with RTC, we will offer a 120-day sales guarantee. If after stocking an item for 120 days your sales volume is unacceptable, we will accept a return and issue a credit to be used toward other products. It will be the responsibility of the customer to pay freight for product that is returned to RTC. RTC will in turn cover the freight of the "new" product assuming it meets all criteria set forth in section "2a."
- 8. Payment Terms:** Credit card payments for invoices on account will be charged a 2% processing fee. No processing fee will be charged on credit card payments made at the time of purchase.
- 9. Liability** – RTC will not be held liable for damage and/or injury resulting from use of products manufactured or distributed by RTC.

All policies are in effect immediately. Orders will be fulfilled upon receipt of signed document.

Company: _____

Date: _____

Signature: _____

Title: _____