

Ring City, Inc. Terms and Conditions

In this "Order/Receipt Form" ("Agreement") Ring City, Inc. will be referred to as "Seller" and the signee of this document will be referred to as "Buyer"

1. ITEMS PURCHASED. Seller agrees to sell, and Buyer agrees to buy, the following products (the "Goods") listed on the front of this document in accordance with the terms and conditions listed.
2. PAYMENT. Payment shall be made to Ring City, Inc. Buyer agrees to pay to Seller a 30% deposit of the total amount of this order. The balance will be due upon acceptance of this order by Seller. In an event of a partial shipment 50% of the initial deposit will be applied and the balance of that shipment is due upon acceptance of this order by Seller. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 8% percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if the buyer fails to pay for the Goods when due, the Seller at its option may treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.
3. DELIVERY. Seller will arrange for delivery, by carrier chosen by the Buyer.
4. PAYMENT OF TAXES. Buyer agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding income taxes. Seller will charge sales tax accordingly unless the copy or the Buyer's sales tax permit is provided.
5. WARRANTIES. Seller warrants that the Goods shall be free of substantive defects in material and workmanship. The Seller makes no warranties, expressed or implied, except as specifically stated above. SUCH WARRANTIES, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Seller's liability, if any, for defective Goods, is limited to replacement, repair or refund of the defective Goods, at Seller's option. Seller agrees to indemnify, hold harmless, and protect Buyer, its affiliated, successors, assignees, customers, and users from any and all claims, demands, suits at law or equity, and all expenses including attorneys' fees, involving infringement or alleged infringement of any patent, trademark, or copyright resulting from the purchase, use, or sale of the Goods.
6. INSPECTION. The Buyer, upon receiving possession of the Goods, shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of this Agreement. If the Buyer, in good faith, determines that all or a portion of the Goods are non-conforming, the Buyer may return the Goods in its original packaging to the Seller at the Buyer's expense. The Buyer must provide written notice to the Seller of the reason for rejecting the Goods within 14 days of receipt of the Goods. The Seller will replace the Goods or credit the Buyer's account upon the return of the Goods.
7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:
 - a. The failure to make a required payment when due.
 - b. The insolvency or bankruptcy of either party.
 - c. The subjecting of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
8. REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or conditions of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Agreement if the default is not cured within 14 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.
9. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, order or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures, the excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
10. ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.
11. CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.
12. NOTICES. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.
13. ASSIGNMENT. Neither party may assign or transfer this Agreement without prior written of the other party, which consent shall not be unreasonably withheld.
14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.
15. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.
16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
17. WAIVER OF AGREEMENTAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
18. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.

Credit Card Information

Card Type: Visa Master Card Discover American Express
Cardholder Name: _____ **Exp. Date:** ____/____/____
Credit Card Number: _____ **Signature Panel Code:** _____

(The signature Panel Code is the last three digits of the numbers located on the back of your card.)

Credit Card Billing:

Name: _____ **This signature certifies my agreement To pay \$ _____ as a deposit and**
Address 1: _____ **the balance of \$ _____ upon shipment of the order to the account of Ring**
Address 2: _____ **City, Inc. Multiple charges may appear due to partial shipments**
City: _____ **State:** _____ **Zip Code:** _____
Country: _____ **X** _____ **Date** _____

Ring City, Inc. Use Only!

Process by : _____ Payment Method _____ Date: ____/____/____