



TERMS AND CONDITIONS

For purposes of this document, **USA RIMSA LLC** shall hereinafter be referred to as "**RIMSA.**"

A. Quotation Validity

This quotation shall remain valid for **thirty (30) calendar days**, unless otherwise expressly stated in writing.

Notwithstanding the foregoing, RIMSA reserves the right to modify quoted prices at any time prior to the Customer's written acceptance of this quotation due to fluctuations in material costs, inventory availability, manufacturer pricing, transportation costs, or other factors beyond RIMSA's reasonable control.

B. Special Orders and Custom-Fabricated Products

Special Orders, Configured Orders, and equipment or materials specially manufactured or fabricated for the Customer are **NON-CANCELLABLE** and **NON-RETURNABLE**, unless expressly authorized in writing by RIMSA.

C. Pricing, Taxes, and Additional Charges

All quoted prices are subject to change without prior notice until the order has been confirmed.

Sales tax, freight, handling, delivery, and any other applicable charges shall be determined upon order confirmation and shall be the responsibility of the Customer.

D. Delivery of Merchandise

The Customer agrees to accept delivery of all Special Orders, Configured Orders, and/or specially fabricated materials within **five (5) calendar days** of the agreed delivery date.

Should the Customer fail or refuse to accept delivery, RIMSA reserves the right to:

- Charge the full purchase price of the order.
- Assess storage charges.
- Assess freight and redelivery charges.
- Recover any additional costs resulting from the Customer's failure to accept delivery.

E. Limitation of Liability

Under no circumstances shall RIMSA be liable for indirect, incidental, special, consequential, or punitive damages, including but not limited to:

- Loss of profits;



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- Loss of revenue;
- Loss of business opportunities;
- Business interruption; or
- Third-party claims.

RIMSA's liability shall be limited exclusively to the transferable warranties provided by the applicable manufacturer.

F. Delivery Times

Delivery dates are estimates only and may vary due to:

- Manufacturer availability;
- Product specifications;
- Order volume;
- Project complexity;
- Transportation delays;
- Raw material availability; or
- Circumstances beyond RIMSA's reasonable control.

RIMSA shall not be responsible for delays resulting from such circumstances.

G. Credit Approval

All orders are subject to RIMSA's credit approval.

RIMSA reserves the right to modify, suspend, or revoke credit terms at any time at its sole discretion.

H. Payment Terms

Unless otherwise agreed to in writing, all sales shall be made in accordance with the Customer's approved credit terms.

Past-due accounts may be subject to late charges, interest, additional fees, and suspension of future deliveries until the account is brought current.

I. Warranties

RIMSA makes no warranties, express or implied, other than those provided by the applicable manufacturer.

All implied warranties, including warranties of:

- Merchantability; and
- Fitness for a particular purpose,

are expressly disclaimed.



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Manufacturer warranties shall be the sole warranties applicable where available.

This warranty policy supersedes any warranty contained in plans, specifications, purchase orders, or other documents prepared by third parties unless expressly accepted in writing by RIMSA.

J. Performance Bonds and Payment Bonds

Performance Bonds, Payment Bonds, Bid Bonds, Maintenance Bonds, or any other surety bond required by the Customer are **not included** in this quotation unless expressly identified as a separate line item or otherwise stated in writing.

Any costs associated with obtaining such bonds, including premiums, fees, underwriting expenses, or related charges, shall be the responsibility of the Customer unless otherwise agreed to in writing by RIMSA.

When required by the contract, and unless otherwise agreed in writing, RIMSA shall obtain the required Performance Bond, Payment Bond, or other applicable surety bond through a licensed surety company following execution of the contract and completion of all underwriting requirements.

The issuance of any bond shall not expand or modify RIMSA's obligations beyond those expressly set forth in the applicable contract and the terms of the issued bond. Unless expressly included in the quotation, the cost of any required surety bond shall be quoted separately and shall be added to the contract price.

RETURN POLICY

K. Return Policy

RIMSA is committed to maintaining a fair, transparent, and consistent return process in accordance with each manufacturer's return policies.

L. Return Authorization

All returns must receive prior written authorization from RIMSA before any merchandise is returned.

Issuance of a Return Authorization does not guarantee final acceptance of the returned merchandise.

M. Condition of Returned Merchandise

Returned merchandise must be:

- Unused;
- Complete;
- In its original packaging; and
- In resalable condition.



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RIMSA reserves the right to reject any return that does not meet these requirements.

N. Restocking Fee

Approved returns may be subject to a **15% to 20% restocking fee**, depending on the product and the applicable manufacturer's return policy.

O. Non-Returnable Products

Returns will not be accepted for:

- Electrical components;
- Custom-manufactured products;
- Special-order items;
- Customized products;
- Installed products;
- Modified products;
- Damaged products;
- Used products; or
- Products no longer in resalable condition.

P. Damaged or Incorrect Shipments

Merchandise received damaged or shipped in error must be reported to RIMSA immediately upon receipt.

The Customer must retain the original packaging and provide photographs or other supporting documentation when requested in order to process the claim.

Q. Warranty Claims

Warranty claims shall be administered in accordance with the applicable manufacturer's warranty policies.

Unless expressly provided otherwise by the manufacturer, all costs associated with:

- Removal;
- Reinstallation;
- Labor;
- Transportation;
- Shipping;
- Freight; and
- Any other related expenses

shall be the sole responsibility of the Customer unless otherwise covered by the applicable manufacturer's written warranty.

R. HVAC Equipment Warranty



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Manufacturer warranty coverage for HVAC equipment generally requires installation by a properly licensed HVAC contractor in accordance with:

- The manufacturer's installation instructions;
- Applicable building codes; and
- Accepted industry standards.

Failure to comply with these requirements may partially or completely void the manufacturer's warranty.

S. Force Majeure

RIMSA shall not be liable for any delay or failure to perform its obligations to the extent such delay or failure results from circumstances beyond its reasonable control, including but not limited to:

- Natural disasters;
- Fires;
- Floods;
- Hurricanes;
- Pandemics;
- Labor disputes;
- Strikes;
- Supply chain disruptions;
- Material shortages;
- Government actions; or
- Any other force majeure event.

T. Clerical and Typographical Errors

RIMSA reserves the right to correct at any time any typographical, clerical, mathematical, pricing, or administrative errors contained in quotations, price lists, purchase orders, invoices, or any other documents issued by RIMSA.

U. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of the **State of Texas**.

Any dispute arising out of or relating to the interpretation or enforcement of these Terms and Conditions shall be subject to the exclusive jurisdiction of the competent courts located in **Webb County, Texas**, unless otherwise required by applicable law.