



RED METERS

CONDITIONS OF SALE

Conditions of Sale are applicable to all sales of products and services of Red Meters Tech LLC., hereafter referred to as “Red Meters”. No other conditions of sale shall be binding upon Red Meters, unless specifically agreed in writing by an authorized officer of Red Meters. Representatives of Red Meters are not authorized officials of this provision. Any omission by Red Meters to object to any other Conditions of Sale other than this provision shall not be construed as an acceptance of such other inconsistent provisions, nor as a waiver of these Conditions of Sale.

Official Correspondence: All official correspondence to Red Meters shall include, but not limited to, purchase orders, specifications, samples, drawings, approval documentation, shipping status reports, incorrect equipment claims and warranty claims must be made and addressed to Red Meters LLC. 4700 Millenia Blvd, Suite 175, Orlando FL, 32839.

Acceptance: No purchase order shall be binding upon Red Meters unless first accepted by Red Meters at its principal office Red Meters Tech LLC., 4700 Millenia Blvd, Suite 175, Orlando Florida, 32839, and officially acknowledged in writing.

Terms of Payment: As each unit is manufactured according to bespoke specifications as requested by client, funds are to be placed into Red Meter’s escrow account based on invoice and according to procedures outlined in Red Meter’s order confirmation.

Confidentiality: All proposals, quotations and drawings prepared by Red Meters are confidential and remain the property of Red Meters. Disclosure of all or part of such information to third parties, or use of any such information for purposes other than considering the purchase of the products described or depicted, is prohibited unless agreed in writing by Red Meters.

Taxes: National, or local taxes, tariffs, duties or charges levied on the sale of products or services by Red Meters shall be paid by the purchaser. If Red Meters is required by law to collect any such levies, the purchaser shall pay the amount thereof to Red Meters on demand, or provide Red Meters at the time of purchase an applicable exemption certificate or equivalent documentation.

Pricing: Any price quoted by Red Meters is calculated on the basis of wage and material costs in effect at the time of the quotation and may be subject to increase in accordance with wage or material costs. Written quotations are valid for thirty (30) days from listed quotation date, unless otherwise stated in writing.



Specifications: Red Meters published specifications are subject to change without notice. Please see our website for most up to date specifications.

Local Conditions: Red Meters shall not be responsible for local conditions, codes, or interpretations including, but not limited to, planning and safety for any of our products. The client shall have the sole responsibility for assuring such compliance.

Title of Product Ownership: Title of any products sold by Red Meters order shall not pass to the purchaser, nor a purchaser's official receiver, until due payment in full has been made to Red Meters.

Shipping: Shipping dates are approximate and dependent upon availability of materials and full compliance by the purchaser. Red Meters shall not be subject to any liability due to delay in shipping resulting from strikes, accidents, weather conditions, forces of nature or other conditions beyond Red Meter's control. Red Meters shall not be responsible for damage or loss in transit, and the purchaser of any Red Meters product shall have the sole responsibility to pursue any claims against a carrier.

Shortages Or Incorrect Equipment: Claims by a purchaser of products furnished against an official Red Meters sales order for shortages or incorrect products must be made in writing and received by Red Meters within 10 days after receipt of shipment by the purchaser. Failure to give such written notice to Red Meters shall constitute an acceptance of the shipped products and a waiver by the purchaser of any claim.

Installation: Installation of Red Meter's products shall be at the expense of the purchaser. Red Meters will provide start-up supervision on site in accordance with a Red Meters quotation and purchaser's official order for such. For start-up supervision the purchaser shall provide all necessary skilled or unskilled labor, tools, rigging and appliances with respect to the installation of the products supplied by Red Meters, without responsibility or liability to Red Meters. Should a Red Meters product be installed without S Red Meter's assistance, Red Meter's warranties provided in these Conditions of Sale shall not be applicable in the event of any claim of damage which, in the opinion of Red Meters, results from inadequate or faulty installation.

Warranty: Red Meters warrants its manufactured products with the following terms and conditions only. THESE EXPRESSED WARRANTIES ARE IN LIEU OF ANY OTHER OBLIGATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED OR ARISING BY APPLICATION OF LAW.

- A. Red Meters warrants that all its standard manufactured products shall be free from defects in workmanship and materials for a period of up to one year from date of shipment from Red Meter's factory.



- B. Red Meters warrants that any of its bespoke, non-standard products shall conform to Red Meter's published specifications, drawings, plans, and designs set forth in a Red Meters quotation.
- C. The warranties set forth in a) and b) above are subject to and limited by the following terms:
 - D. Red Meters' warranty with respect to a component or product supplied by others, but supplied in a Red Meters order, shall not exceed the warranty detailed in the other supplier's terms and conditions.
 - E. Red Meters' warranty shall be void if, in the opinion of Red Meters, the product has been mechanically, electrically, or environmentally abused, or if the product has been improperly installed, or if it has been modified from its originally supplied configuration.
 - F. Red Meters' warranty and repairs shall be performed during normal business hours, unless otherwise agreed in writing by Red Meters. Repairs shall be carried out at a Red Meters' facility and assumes reasonable cooperation from owner of the product.

Red Meters DOES NOT ASSUME ANY LIABILITY FOR LOSS, DAMAGE, DELAY, OR ACCIDENT DUE TO OR CAUSED BY ANY DEFECT IN WORKMANSHIP OR MATERIALS OR INFRINGEMENTS OF RED METER'S PATENTS

Returns or Cancellation by Purchaser: Unilateral cancellation of a purchase order, acknowledged as received by Red Meters, shall constitute a breach of contract and shall accordingly be subject to a cancellation charge. This charge shall be of the purchase order value. No approval shall be granted for the return of the products described in the relevant purchase order under any circumstances where the original invoice date is more than one hundred and eighty (180) days prior to the date that a request is made to Red Meters for such approval. No credit will be issued for returned except when an error made by Red Meters is to be corrected.

Governing Law: The interpretation of these Conditions of Sale shall be in accordance with the laws of the State of Florida, USA.