



GROUPE RAGNI North America- Terms & Conditions

ACCEPTANCE OF TERMS: By placing an order with RAGNI GROUP North America, the purchaser unreservedly accepts all conditions set forth below.

FREIGHT TERMS: All shipments are quoted and scheduled under standard freight terms. Single shipments of light fixtures and brackets totaling \$20,000.00 net or more will be freight allowed to any free delivery point within the continental United States. Single shipments of light fixtures and brackets under \$20,000.00 net will be Prepay & Add. Freight charges for partial shipments at the request of the customer shall be Prepay & Add. Shipments outside the Continental United States, Including Alaska and Hawaii, will be prepaid to a port of embarkation. Customer is responsible for Duties and Customs.

Non-Standard Deliveries: Deliveries to residential addresses, limited-access locations without standard receiving capabilities do not fall under standard freight terms. Additional fees assessed by the carrier for such deliveries will be the responsibility of the customer. Any surcharges applied by the carrier for services outside of standard delivery—including, but not limited to, inside delivery, storage, appointment scheduling, delivery equipment or special handling—will be invoiced to the customer at cost.

Rerouting and Redelivery: Any request to reroute a shipment, change the delivery address, or reschedule delivery after the material has shipped will result in additional carrier charges. These charges are the sole responsibility of the customer and will be invoiced accordingly.

PRICES: Prices are subject to change without notice. Merchandise will be invoiced at current published price at time of invoicing. Written quotations are firm for thirty (30) days unless otherwise noted.

PAYMENT TERMS: Payment terms are NET 30 Days.

FREIGHT CLAIMS: Shipments travel at purchaser's risk. Title passes to consignee on delivery to carrier. All claims for loss or damages in transit must be made to the delivering carrier by the consignee. Claims for lost or damages must be reported within (7) days of delivery with photos to substantiate claims.

ROUTING: RAGNI GROUP North America reserves the right to select the carrier on all shipments. Special routing will be made at customer's request providing customer assumes any extra transportation costs.

ACKNOWLEDGED SHIPPING SCHEDULES: The shipment date indicated on the order acknowledgement, if any, is the best approximation of the probable shipment date and shall not be deemed to represent a fixed or guaranteed shipment date. RAGNI GROUP North America shall not be responsible of any penalties or labor charges resulting from delayed shipments due to acts or causes beyond our control, or its ability to ship by the acknowledge date.



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HOLD ORDERS: Order received as a Hold for Release without a requested shipping date will not be processed for production until a formal/written release date is received. For shipment of any type of anchorage, rough-in components, etc. that are released in advance for shipment while the balance of the order remains on hold, the balance of the order is subject to 100% cancellation charges. The release of accompanying components is to be considered confirmation of a guaranteed release on the balance of the order. Once a hold order is released by the purchaser, it will be subject to cancellation charges if returned to hold-for-release status. Pricing on hold order is firm for sixty (60) days, thereafter subject to escalation.

CANCELLATION CHARGE: RAGNI GROUP North America reserves the right to assess a minimum cancellation charge of 50% of the order value if an order is cancelled after it has been placed for manufacturing and/or processed for shipment.

MISCELLANEOUS: Every effort is made to avoid errors and omissions in catalogs, price sheets, and other literature. RAGNI GROUP North America does not assume responsibility for errors or omissions, nor is any warranty implied.

All invoices are subject to federal, state and local taxes. These taxes will be added to the invoice where applicable.

Price and terms are subject to change without notice.

RAGNI GROUP North America will not be held responsible for difference between published weights as compared to actual weights, due to the normal variance in the specific density of metals, glass, and packaging material provided.



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Sample Terms and Conditions for Product Samples

Purpose of Samples

Product samples are provided solely for evaluation, demonstration, and sales support purposes. Samples remain the property of the Company at all times unless otherwise agreed to in writing.

Shipping and Freight

- The Company will cover **outbound freight costs** for shipping samples to the Agency.
- The Agency is responsible for **all return freight costs**, including packaging and insurance, unless otherwise agreed to in writing.

Sample Term and Return Requirement

- Samples are provided for a period of **ninety (90) days** from the date of delivery.
- At the end of the 90-day period, samples must either be:
 - Returned to the Company, or
 - Covered by a **mutually agreed written extension** between the Company and the Agency.
- Failure to return samples or secure an extension may result in invoicing for the full replacement value of the samples.

Care, Use, and Condition of Samples

- The Agency agrees to handle, store, and use the samples with reasonable care and in accordance with the Company's guidelines.
- Samples may not be modified, disassembled, sold, or transferred to third parties without prior written consent from the Company.



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Damage, Loss, or Theft

- The Agency assumes full responsibility for the samples while they are in the Agency's possession.
- Any damage, loss, or theft of samples during this period will be the responsibility of the Agency.
- The Agency agrees to cover all costs associated with repair or replacement, at the Company's discretion, based on the full replacement value.

Insurance

The Agency is responsible for ensuring adequate insurance coverage for the samples while in their possession, including during transport for return shipment.

No Warranty for Sample Use

Samples are provided "as is" for demonstration and evaluation purposes only and are not intended for permanent installation or end-use applications unless otherwise approved in writing by the Company.

Limitation of Liability

The Company shall not be liable for any indirect, incidental, or consequential damages arising from the use or possession of the samples.

Termination

The Company reserves the right to request the return of samples at any time with reasonable notice. The Agency agrees to comply promptly with such requests.

Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws agreed upon between the Company and the Agency.