



Dear Potential Vendor:

Thank you for your interest in establishing an account with RockMe Apparel. To process your application, we require:

- A fully completed and signed application with 4 trade references and banking information
- Accurate vendor references including account, phone and fax numbers. Please list references that validate your involvement in the trade industry.
- A copy of your resale certificate
- Opening order of \$250 minimum (credit card or cash payment will expedite this order)

The approval of your application and the establishment of credit terms is a 2 step process. Your application will be initially reviewed by our Sales Manager and then upon acceptance forwarded onto the Credit Department to establish your payment terms. Upon credit approval, you will be notified of your terms and credit limit.

If you are providing a separate company credit reference sheet, please ensure all provided fax numbers, business names and account numbers are current. We have found that applicants providing complete and accurate information enjoy a much quicker approval process. Our accounting department will make every effort to establish your credit line, however please understand that the speed of this process often relies on the proper completion, detail, and legibility of the application you provide.

We appreciate your understanding and your business. Please feel free to contact Vincent at (888) 628-6503 or via email Vincent@RockMeApparel.com to check on the status of your application. Please fax completed applications to (888)-628-6503

Sincerely,

Vincent Pak
Director of Sales and Merchandising

RockMe Apparel
824 E. 9th St
Los Angeles, CA 90021
Tel: 888-628-6503

You may type information directly onto this form & print
Use this Cover Sheet to return your information to RockMe Apparel

Please allow 2-3 business days for processing



To: RockMe Apparel New Accounts Department

Phone Number: 1-888-628-6503

Fax to: (888) 628-6503

From:

Company Name _____ Main Contact _____

Phone Number _____ Fax Number _____

Or by Mail: RockMe Apparel
New Accounts
824 E. 9th St
Los Angeles, CA 90021

Checklist: The following must be completed before application will be processed

<input type="checkbox"/> Credit Card Authorization Form (Page 1)	<input type="checkbox"/> Fully completed, dated, & signed Reseller Application (Pages 2 thru 3)
<input type="checkbox"/> Completed and signed Uniform Sales & Use Tax Certificate-Multijurisdiction for each state in which you are registered (Page 6)	
<input type="checkbox"/> Financial Statements (Optional)	<input type="checkbox"/> Other

Credit Card Authorization Form

Your application will not be processed until this form is fully completed and received by "RMA"

Company Name		Card Holder's Name (as shown on statement)	
City, State, & Zip (as shown on statement)		Phone Number	Fax Number
Credit Card: <input type="checkbox"/> Visa <input type="checkbox"/> Master card <input type="checkbox"/> Discover Credit Card Limit \$_____			
Expiration Date	Credit Card#	3- Digit# on back of credit card	
Name of Bank Issuing Credit Card		Issuing Bank's Toll Free #	

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Signature

SIGN HERE

Please Note: The cardholder must be one of the owners/officers named on the reseller application.

This authorization will be used upon approval of your reseller application. Please note that the credit card information will be kept confidential and the signature will be kept as your authorization for RockMe Apparel & Affiliate to debit the mount on the credit card. I hereby authorize "RMA" to charge my credit card for purchases made on behalf of the above company. I further authorize that at any time my account becomes past due that "RMA" may use this card to settle the debts that are owed on behalf of the company. Copy of both size of credit card in addition to a copy of drivers license.

RESELLER APPLICATION

Section 1 – Business Information

Legal Business Name (As it appears on Business License)		Do you now or have you ever had an "RMA" Account <input type="checkbox"/> Yes <input type="checkbox"/> No Account # _____	
Business Trade Name – DBA (Required if using a DBA Name)		Date Business Established	Fed Tax ID#
Business Street Address (Must be actual location of business. No P.O. Boxes)		City	State
Billing Address (if different)		City	State
Business Phone Number (No Cell Phone)		Cell Phone #	Business Toll Free #
Shipping Street Address		City	State
Authorized Purchaser		Email Address	
Authorized Purchaser		Email Address	
This Company is (check one)	<input type="checkbox"/> Public, Stock Symbol _____ If subsidiary of Public Co. Parent Co. Name: _____ <input type="checkbox"/> Private D & B# (If Known) _____ Annual Sales: _____		

Terms Requested <i>*Please choose your preferred method of payment. Regardless of payment terms selected, application processing will not be delayed.</i>	Credit Limit Amount Requested \$ _____ <input type="checkbox"/> Net Terms (Will require "RMA" review and approval.) <input type="checkbox"/> EFT/Direct Debit (Check here if you would like for us to send you information on paying your net terms account by direct debit) <input type="checkbox"/> Credit Card (Discover, Mastercard & Visa only) or Prepay Wire Transfer
	Check if you: for future use <input type="checkbox"/> N/A <input type="checkbox"/> N/A <input type="checkbox"/> N/A

Public Companies – Skip to Section 4

If Private, the company is (check one)	<input type="checkbox"/> C-Corp, State of Incorporation _____ <input type="checkbox"/> S-Corp, State of Incorporation _____ <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership
Is there a Parent Company	<input type="checkbox"/> Yes, Name of Parent Company _____ <input type="checkbox"/> No
Is there a Subsidiary	<input type="checkbox"/> Yes, Name of Subsidiaries (or attach list) _____ <input type="checkbox"/> No
Customer Agrees to Notify " RMA" of any changes of ownership of it's business within ten (10) days, as set for the herein by certified mail to the following address: RockMe Apparel, PO Box 4680, Cerritos, CA 90703 (List all owners with 25% or greater ownership in business, in order by greatest ownership percentage)	
Owner 1 Name	Percentage of Ownership %
Owner 2 Name	Percentage of Ownership %
Owner 3 Name	Percentage of Ownership %
Owner 4 Name	Percentage of Ownership %

Section 2 – Additional Owner Information

The following additional owner information <u>is required</u> , if either of the following circumstances is present:			
1. Company is a Sole Proprietorship or Partnership <u>or</u> 2. Company is requesting net terms and would like "RMA" to consider the personal credit of the owner (s) in their evaluation.			
The undersigned individual (s), who is/are the principal(s) of the credit applicant or a sole proprietor of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by above named business credit grantor in the credit evaluation process.			
Owner 1 Signature		Social Security Number	
Home Street Address		City	State Zip
Owner 2 Signature		Social Security Number	
Home Street Address		City	State Zip

If credit card or pre-pay was requested you may skip to Section 4

Section 3 – Credit Information for Net Terms Request**Section 3A, 3B & 3C are required for ALL Net Terms Requests**

3A Financial statements may be required to extend trade credit. You will be contacted if they are needed, or you may include with this application when returned. Please include a minimum of the prior two year's income statement & balance sheet, and interim financials if available.	
Person to Contact for Information or Financial Questions:	
Name	Title
Phone	Email
<input type="checkbox"/> check here if Financial statements are attached to this application	

3B – Do you currently finance any of your inventory purchases through factors for leverage and/or cash flow?	
<input type="checkbox"/> Yes (Complete information below)	<input type="checkbox"/> NO
Finance Company Name	Finance Company Name
Dealer #	Dealer #
Finance Company Address	Finance Company Address
Finance Company Telephone Number	Finance Company Telephone Number

3C – Trade & Bank References	
<input type="checkbox"/> Check here if you have attached a separate trade and bank reference sheet rather than completing below	
Trade References (Preferably in the Garment Industry)	
1. Company Name	2. Company Name
Company Address	Company Address
Company Phone #	Company Phone #
Company Fax #	Company Fax #
Account Number	Account Number
Contact Name	Contact Name

Section 3C- Con't

Bank Reference		
Bank Name	Account Officer Name (If known)	
Bank Address	Checking Account #	
Bank Telephone #	Savings Account #	
Bank Fax # (if Known)		
Do you have a line of Credit with your Bank?	<input type="checkbox"/> Yes <input type="checkbox"/> NO	Line of Credit Account #

Section 4 – Export Information

Will any of your purchases be for Export?	<input type="checkbox"/> Yes <input type="checkbox"/> NO
If Yes, Please complete and submit the exporter Questionnaire with this application. Exporters must also read the informed Exporter Information. Both of these documents can be found at http://www.RockMeApparel.com In the event you intend to purchase product to be exported by "RMA" to your customer overseas, a separate Internal Fulfillment Agreement(IFA) will be required. Contact RockMe Apparel Sales for more information once your account is established.	



IN ORDER NOT TO DELAY YOUR ORDERING ABILITY, PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED.
PLEASE NOTE: ACCOUNTS THAT HAVE NO SALES ACTIVITY WITHIN A 12 MONTH PERIOD WILL BE DELETED FROM OUR SYSTEM.

This application and agreement is submitted by applicant to RockMe Apparel (LNK Group, Inc.), a California corporation, to obtain trade credit. RockMe Apparel reserves the right to decline credit to any applicant. In the event credit is extended to applicant, RockMe Apparel reserves the right at any time thereafter to change or revoke such credit for any reason, including but not limited to, credit policy changes by RockMe, applicant's financial condition, applicant's payment record, applicant's failure to meet sales volume requirements established by RockMe Apparel, and/or applicant's utilization of such credit limit. All product sales by RockMe to applicant will be subject to "RMA" standard Sales Terms and Conditions as published on "RMA" website at www.RockMeApparel.com at the time of sale. Any variance from those terms and conditions will be effective only if agreed to in writing by "RMA" prior to the time of sale. Customer acknowledges and agrees that "RMA" may send customer marketing and business communications from time to time via various means, including e-mail.

Customer agrees to make payment in full to "RMA" for all amounts due according to "RMA" invoice(s). Customer also agrees to pay "RMA", as interest, an amount equal to 1 1/2% per month, or the maximum provided by law (whichever is less) for invoice amounts that are past due. Should customer default in any such payment(s), "RMA" shall have the right, without notice to customer, to declare all invoice amounts due and payable. In the event "RMA" should commence any action or actions, or otherwise seek to enforce this agreement against customer, customer agrees to pay reasonable attorney(s) fees, court costs, and other expenses incurred by "RMA", whether or not suit is filed. This agreement is strictly confidential and is not transferable or assignable without prior written consent of "RMA". Customer agrees that any change in liability for any debts incurred to "RMA" due to a change in customer's form of business, shall not be effective as to "RMA", until "RMA" receives actual notice of the change by certified mail. This application and agreement shall be construed, interpreted, and enforced under and in accordance with the internal laws of the State of California, excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. Venue shall be in Los Angeles County, California, as determined by RockMe Apparel (RMA).

Signature Section

Applicant hereby agrees to the foregoing and authorizes the release of credit and banking information to RockMe by the references listed on this application. The following must be completed in order to have an account

Owner/Partner/Corporate Officer Name- Please Print **(Required)**

Title **(Required)**



Owner/Partner/Corporate Office Name – Signature **(Required)**

As of this _____ day of _____, 20_____

IMPORTANT TAX INFORMATION – Resale Tax

"RMA" Apparel is a distributor/wholesaler.

To establish and maintain your account, we require that you provide us with a Resale Certificate valid in the state where you are located, as well as any other state in which you are registered, and that you update your certificate(s) on a periodic basis in accordance with state laws and/or "RMA" policy. Our Resale Tax Department will notify you by mail when an updated certificate is required. Failure to provide an updated certificate may result in delayed shipments, rejection of your orders, and/or the closure of your account. Orders that are drop-shipped may be subject to sales tax if you have not provided "RMA" Apparel a Resale Tax Certificate for the ship-to location. The Resale Certificate must include:

1. Legal business name
2. Business trade name(s); DBA
3. Business address and phone number
4. Type of business as registered with your state
5. General description of business
6. State sales registration number of each state in which you are licensed for resale
7. Signature of owner or officer signing application
8. Name and title of person signing certificate
9. Date certificate is signed

"RMA" Apparel has special sales tax requirements for shipments to the following states:

California	Sales tax will be applied to all shipments to the State of California unless a valid California Resale Certificate is provided. If you have any questions, please contact your Sales Representative or the Resale Tax Department prior to requesting "RMA" ship to California on your behalf.
Massachusetts	Sales tax will be applied to all shipments to the State of Massachusetts unless a valid Massachusetts Resale Certificate is provided. If you have any questions, please contact your Sales Representative or the Resale Tax Department prior to requesting "RMA" ship to Massachusetts on your behalf.
Tennessee	Sales tax will be applied to all shipments to the State of Tennessee unless a valid Tennessee Resale Certificate is provided. If you have any questions, please contact your Sales Representative or the Resale Tax Department prior to requesting "RMA" ship to Tennessee on your behalf.
IL/NY/PA	If you will be requesting us to ship product into these states, and you are not registered in these states, additional documentation is required. You will need to provide us with the state specific resale/exemption certificate, completing all required information on the certificate, including a brief explanation as to why you are not registered. State specific forms can be obtained from our New Accounts Department.

If a state in which you are registered for resale does not accept the attached Uniform Sales & Use Tax Certificate – Multijurisdiction, please call our New Accounts Department at (562) 607-7937 to obtain the appropriate form.

Washington Gross Receipts Tax Fee

Washington	All shipments into the State of Washington will be subject to a fee of .00484 calculated on the total sale price of product shipped into Washington. The fee is billed separately, on a monthly invoice.
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UNIFORM SALES & USE TAX CERTIFICATE – MULTI JURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the following notes. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: RockMe APPAREL.
Address: 824 9th St
Los Angeles, CA 90021

Account Number
(For Office Use Only)

I certify that:
Name of Firm: _____ DBA Name: _____
(Required Name of Firm) (Required if Using a DBA)

Is engaged as a registered: **(Required -- Please check all that apply)**

☐ Lessor (See Notes) ☐ Manufacturer ☐ Retailer
☐ Seller (California) ☐ Wholesaler ☐ Other _____

Street Address: _____ City, State, & Zip: _____
(Required Street Address) (Required City,State & Zip)

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients, or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of business: _____
(Required Description of business)

General description of tangible property or taxable services to be purchased from the seller: Men's and Junior Blank T-shirts.

You are required to complete the following for all state(s) in which you are registered unless it is not listed or a state specific form is required as outlined below.

[Click here for Instructions 1-21 regarding Uniform Sales Use Tax Certificate](#)

Alaska, Delaware, Montana, New Hampshire, & Oregon do not require a resale certificate, but we do require this form be completed, with the exception of the tax number, to serve as documentation that product purchased from "RMA" is for resale: .

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
Alabama ²	_____	Louisiana	<u>state specific form required*</u>	Ohio ²⁶	_____
Arizona ²²	_____	Maine ⁹	_____	Oklahoma ¹⁶	_____
Arkansas	_____	Maryland ¹⁰	_____	Pennsylvania	<u>state specific form required*</u>
California ³	_____	Massachusetts	<u>state specific form required*</u>	Rhode Island ¹⁷	_____
Colorado ¹	_____	Michigan ¹¹	_____	South Carolina	_____
Connecticut ⁴	_____	Minnesota ¹²	_____	South Dakota ¹⁸	_____
Dist. of Columbia ⁵	_____	Mississippi	_____	Tennessee	_____
Florida ²³	<u>state specific form required*</u>	Missouri ¹³	_____	Texas ¹⁹	_____
Georgia ⁶	_____	Nebraska ¹⁴	_____	Utah	_____
Hawaii ^{1, 7}	_____	Nevada	_____	Vermont	_____
Idaho	_____	New Jersey	_____	Virginia	<u>state specific form required*</u>
Illinois ^{1, 8}	_____	New Mexico ^{1, 15}	<u>state specific form required*</u>	Washington ²⁰	_____
Indiana	<u>state specific form required*</u>	New York	<u>state specific form required*</u>	West Virginia	<u>state specific form required*</u>
Iowa	_____	North Carolina ²⁵	_____	Wisconsin ²¹	_____
Kansas	_____	North Dakota	_____	Wyoming	<u>state specific form required*</u>
Kentucky ²⁴	_____				

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax, we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order, which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature (Required): _____  (Owner, partner, or corporate officer)

Title : (Required) _____ Date: _____ (Required)

*State specific forms may be downloaded from our website www.RockMeApparel.com with the following exceptions: for a Florida DR-13 form, please contact the Florida Department of Revenue at 941-361-6001; for a New Mexico form, Please contact the New Mexico Taxation and Revenue Department at 505-841-6200. If you have any questions, contact the New Accounts Department at 1-562-607-7937



Terms and Conditions

Purchaser's acceptance of these terms and conditions shall be made by either (i) Purchaser providing a purchase order number to RockMe Apparel(ii)Purchaser's acceptance of any Product from "RMA", whichever occurs first. These terms and condition will apply to merchandise sales from "RMA".

Price & Style Information

Prices are subject to change without notice. All merchandise will be shipped at prices in effect at time of shipping. We encourage you to call or check with customer service at time of purchase to confirm current pricing. RockMe Apparel, reserves the right to change or discontinue styles, colors, sizes, and or fabrics. Prices for backordered products are not guaranteed.

Placing orders and Shipping Information

Prior to placing an order, Purchaser must have an active "RMA" sales account number and purchaser's account must be current and good standing. Most in stock credit-approved orders for standard delivery placed before 1:00 pm will be shipped same day. Credit approval delays may prevent same day shipment. Any and all conditions to an order already placed will be considered a "new order" and written as a new purchase order. Default, delay; or defect, in any one or more of the shipments will not affect the balance of the order. Partial shipments may be made. Article 1 is not responsible for non-delivery, loss, or damage during shipment. Risk of loss will transfer to purchaser upon "RMA" tendering the product for delivery to the carrier. All merchandise is shipped FOB origin. "RMA" will ship merchandise specified by the customer. Purchaser shall examine all products upon receipt and shall notify "RMA", as specified herein, of all discrepancies and refusal to accept delivery of purchased product. Such notice shall be reasonably detailed and explain the discrepancy or why the purchase product was refused. Failure to give such notice within five business days, shall be deemed a waiver of purchaser's rights to claim such discrepancy. Purchaser agrees that such products have been accepted by purchaser as of the date of shipment. Customer Pick Up service is available from: 9:00 am to 4:30 pm [PST] Monday – Friday. Orders not picked up within 3 days of notification that order complete will be restocked with a 15% restocking fee due by the customer. "RMA" makes no warranty, either express or implied on the information. All information is provided to purchaser "as is". "RMA" hereby disclaims any and all warranties, express and implied, relating to information including but not limited to, the implied warranty of merchantability and implied warranty of fitness for a particular purpose.

Credit Terms and Payment

Purchaser shall furnish to "RMA" all financial information reasonably requested by "RMA" from time to time for the purpose of establishing or continuing Purchaser's credit limit. Purchaser agrees that "RMA" shall have the right to decline to extend credit to purchaser and to require that the applicable purchase price be paid prior to shipment. Purchaser shall not deduct any amounts owing from any "RMA" invoice without "RMA" express written approval, which approval shall be contingent upon Purchaser providing all supporting documentation for such deduction as required by "RMA". A service charge of the lesser of one and one half percent (1 ½%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due. Purchaser agrees all orders are shipped on approved credit, through our factor. Standard approved terms are 30 days F.O.B. origin to those customers who meet the credit requirements of our factor. Non anticipation is allowed. Processing of credit applications can take up to two days. We accept cash or cashier's checks, Visa Master Card. and American Express. We do not accept personal or company checks. If you have any questions regarding our payment terms please call our credit department at 888-628-6503

Return Policy

Purchaser must obtain a valid Return Material Authorization ("RMA") number from "RMA" for all returns. Return Authorization will be issued, at "RMA" discretion, in accordance with these terms and conditions. Printed, washed, relabeled or decorated merchandise is non-returnable. Please inspect all goods before printing or decorating. Only goods that have not been altered, dyed, or processed in any way can be considered for return. Sample and discontinued styles items are non-returnable. All claims must be made within five working days from receipt of goods. A proper return authorization from "RMA" is required before any returned goods will be accepted. All return requests must reference invoice number prior to approval. Unauthorized returns will not be accepted and will be refused and return to the customer at the customer's expense. We reserve the right to charge a 15% restocking fee and any applicable shipping charges on all returned or refused orders including pick-up orders. There is a minimum \$10 restocking fee.

Re-label

Re-label orders are available. Please call for price quotes and minimums.

Samples

Samples will be shipped at a per piece unit price, plus freight cost. Samples are available upon request and cannot be returned.

Cancellation and Revision Policy.

All cancellations are subject to "RMA" approval. Cancellations will not be accepted for work in progress on custom orders. Any revisions to orders in process may be subject to a service charge. We may monitor customer service calls for quality assurance purposes. These terms and conditions apply to all orders placed with "RMA", and are in addition to all terms and conditions included on any "RMA". Credit application and/or Bill of Lading.

Taxes

Purchaser shall bear applicable federal, state, municipal, and other government taxes (such as sales, use, etc.) Unless otherwise specified, prices do not include such taxes. Exemption certificates, valid in the place of delivery, must be presented to "RMA" prior to shipment if they are to be honored.

Warranty

IN NO EVENT SHALL "RMA" BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. "RMA" DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PUPOSE. "RMA" MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN.

Patent and trademark indemnity

"RMA" shall have no duty to defend, indemnify, or hold harmless purchaser from and against any or all damages and cost incurred by purchaser arising from the infringement of patents or trademarks or the violation of copyrights by products.

Limitation of liability

"RMA" shall not be liable to purchaser, purchaser's customers, or any other party for any loss, damage, or injury that results from the use or application by purchaser, purchaser's customer, or any other party, of products delivered to purchaser, unless the loss or damage results directly from the intentionally tortuous or fraudulent acts of omissions of "RMA". In no event shall "RMA" be liable to purchaser or any other party for loss, damage, or injury of any kind or nature arising out of or in connection with these terms and conditions, or any agreement into which they are incorporated, or any performance or non performance under these terms and conditions by "RMA", its employees, agents or subcontractors, in excess of the net purchase price of the products or services actually delivered to and paid for by purchaser hereunder, in no event shall "RMA" be liable to purchaser or any other party for indirect, special or consequential damages, including, but not limited to loss of good will, loss of anticipated profits, or other economic loss arising out of or in connection with "RMA" breach of, or failure to perform in accordance with any of these terms and conditions, or the furnishing, installation, servicing, use or performance of any products or information "RMA" shall provide hereunder, even if notification has been given as to the possibility of such damages. Purchaser hereby expressly waives any and all claims for such damages. In no event shall "RMA" have any liability for any products used for aviation, medical, lifesaving, and lifesaving, life sustaining or nuclear applications.

Choice of law/choice of forum

These terms and conditions (and any agreement into which they are incorporated) shall be construed, interpreted and enforced under and in accordance with the internal laws of the State of California, excluding its conflicts or choice of law rule or principle which might refer to the law of another jurisdiction. Purchaser agree to exercise any right or remedy in connection with these terms and conditions exclusively in, and hereby submits to the jurisdiction of the State of California, Courts of Orange County, California will have non-exclusive jurisdiction and venue over any dispute or controversy that arises out of these terms and conditions. The United Nations Convention on Contracts for the international Sale of Goods shall not apply to these terms and conditions.

Binding effect/assignment

These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns. Neither party may assign its rights and/or duties under these terms and conditions without the prior written consent of the other party given at the other party's sole option. Any such attempted assignment shall be void. Notwithstanding the foregoing, "RMA" may assign any purchase order received from Purchaser to a subsidiary or affiliate upon notice to Purchaser.

Partial invalidity

If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provision shall not in any way be effected or impaired thereby.

No Waiver

Failure or delay of "RMA" to exercise a right or power under these terms and conditions shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

Captions

The captions used herein are for reference purposes only and shall have no effect upon the construction or interpretation of any provision herein.