

Thank you for your interest in Ruck Air Movement!
We are excited to help you grow your business.



To get things off to a smooth start we will need the following documents completed and returned so that we can get down to business.

- Completed Account Application
- Terms and Conditions; initialed and signed on both pages
- A copy of your Business License or Seller's Permit
- Minimum Advertised Pricing Policy; completed, signed and initialed

Please return completed paper work by email to sales@ruck-airmovement.com or by fax at **(704) 552-3705**. Once we have received the required paperwork your new account will be ready for purchases. Your first order must be prepaid; refer to the payment options page of this document. If you have any questions, please feel free to call us at **(321) 299-6199** and we will be happy to assist you.

Account Application

The undersigned hereby applies for [prepay] account from Ruck Air Movement

Name of Business:

Check One:

Corporation Limited Liability Company Sole Proprietorship Partnership

Tax I.D. Number or Social Security Number: _____

Year Business Established: _____

Office Location Information:

Contact: _____

Phone: _____

Fax: _____

Street: _____

City: _____

State: _____ Zip: _____

Billing Information:

Contact: _____

Phone: _____

Fax: _____

Street: _____

City: _____

State: _____ Zip: _____

Liftgate Required: Yes No

Shipping or Other Notes (i.e.; days closed):

Name of individual to contact for further credit information:

| Name | Title | Phone # | Email |
|------|-------|---------|-------|
|------|-------|---------|-------|

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Name of Purchaser:

| Name | Title | Phone # | Email |
|------|-------|---------|-------|
|------|-------|---------|-------|

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Name of Accounts Payable Contact:

| Name | Title | Phone # | Email |
|------|-------|---------|-------|
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Name(s) of Store Owner:

| Name | Title | Phone # | Email |
|------|-------|---------|-------|
|------|-------|---------|-------|

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|--|--|--|--|

Trade References:

Name: 1) _____ 2) _____ 3) _____

Address: _____

City/Zip: _____

Phone: _____

General Terms and Conditions of Sale (Page 1 of 4)

Date: _____

Company Name: _____ (“Buyer”)

Address: _____

Applicable Conditions and Scope of Application: Unless otherwise expressly agreed upon in writing, our products and services are exclusively subject to the following General Terms and Conditions of Sale. Ruck Air Movement, Inc. (“Ruck Air Movement”) expressly rejects any different or additional terms or conditions contained in any documents submitted by Buyer. Ruck Air Movement’s provision of credit, acceptance of any purchase order and/or sale of any products are expressly made conditional on Buyer’s assent to this terms and conditions.

Pricing: All prices are subject to change without notice.

Product: We reserve the right to change, modify or improve our products at any time without notice.

Purchase Orders: Purchase Orders must be emailed to sales@ruck-airmovement.com. All orders must be submitted on a Purchase Order that includes no additional terms and conditions. To the extent any terms and conditions are included in a Purchase Order, they are expressly objected to by Ruck Air Movement, Inc. (“Ruck”) and shall be of no force or effect. Sales office hours are Monday through Friday 09:30am to 7:00pm Eastern Standard Time. If you have a sales matter that requires attention outside of these hours you can reach Matt Sherman at (321) 299-6199.

Return Merchandise Authorization: Prior to the return of any products for a warranty claim, customer must first obtain a return merchandise authorization (“RMA”). In order to obtain an RMA, please call our office at (704) 414-6564 or send the request to return the relevant product by fax (704) 552-3705 or email returns@ruck-airmovement.com. Please list each product with serial number and the reason for the return. Please provide the original invoice on which the product was sold to you. Every product return requires a RMA number. We will provide a written RMA confirmation via email which will include return instructions. Please do not send back ANY items. You will need to contact us for a new RMA if you have additional items that you want to send back. Compensation for merchandise will be credited to the customer’s account. No cash refunds.

Express Limited Warranty: Ruck fans are expressly warranted against defects in material and workmanship for a period of three (3) years from date of purchase.

Exceptions To Warranty:

This warranty does not cover defects or failures caused by:

1. Shipping damage, either concealed or visible. Claims must be filed with the carrier.
2. Damage caused by improper installation, wiring, or connection to incorrect electrical voltage.
3. Goods that have been modified or altered.
4. Damage caused by corrosion, abrasion, or severe temperatures.
5. Goods that have had identification labels removed or altered.
6. Goods that have been subjected to improper maintenance, abuse, misuse, abnormal usage, or accident.
7. The cost of removal or reinstallation of a unit when service or warranty work is required.
8. Installation of a unit is done by a third party not designated by Ruck. Warranty does not cover incorrect or faulty installation, or damage to personal property resulting from incorrect or faulty installation.

Initial: _____ Date: _____

General Terms and Conditions of Sale (Page 2 of 4)

This warranty gives specific legal rights and is subject to any applicable consumer protection legislation. Additional rights, which may vary according to local jurisdiction, may also apply. No other warranties, expressed, implied, oral or written, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, shall apply to these goods. No responsibility will be accepted for any consequential or incidental damages, loss of property, revenues or profit, cost of removal, installation or re-installation, personal damage or loss of life, regardless of cause. The exclusive remedy for a breach of this warranty shall be repair or replacement, at the sole option of Ruck Air Movement.

Merchandise Returns: The customer does not have the general right to return the delivered goods, if these were delivered properly and on time. A return (for example because the goods are not required or incorrectly ordered) may take place only after an explicit agreement and approval by Ruck Air Movement (hereinafter referred as "Ruck"). As long as there is no agreement on the return of goods between the customer and Ruck, Ruck reserves the right to refuse acceptance of returned goods. Following the return agreement, the customer will receive a return permit which must be visibly displayed on the outer packaging of the returned goods. The goods can be returned only if;

- they are not special products or special orders,
- the net value of the goods is not under \$500.00,
- the goods are not older than 1 month (from delivery date),
- the goods (including packaging) are in an unused and clean condition, as good as new and fit for resale,
- the customer has properly stored, maintained and treated the goods, and
- the customer bears the shipping costs related to the return of the goods, so that no such costs arise for Ruck.

Ruck reserves the right to evaluate the returned goods. Acceptance of the returned goods does not automatically lead to the acceptance of the return request of the customer. In case of a return of goods, Ruck will calculate a cancellation and restocking fee of 30% of the net value of the goods. The returned goods must arrive at Ruck within 14 days (inland) respectively 1 month (abroad) after the return agreement. If the returned goods are not as new and resalable, the return permit is missing, or they arrive too late at Ruck, Ruck reserves the right to refuse the return, respectively to return the goods to the customer. All related costs will be charged to the customer. Customers' invoices for returned goods cannot be accepted. After the examination and acceptance of the returned goods, the customer will receive a credit note with an amount equal to the value of the returned goods minus the cancellation and restocking fee. This amount will be deducted from future contracts. Together with the issuing of the credit note, the returned goods will become the property of Ruck.

Freight: F.O.B. Charlotte, NC: Freight is prepaid by Ruck Air Movement on all orders over your free freight minimum. On all orders under your free freight minimum, freight charges will be prepaid by Ruck Air Movement and added to your invoice.

Freight Damage and Shortages: At the time of delivery, make sure there are no damages or shortages. If there are, **they must be noted on the Delivery Receipt at the time of delivery.**

If the Bill of Lading is signed as complete / undamaged and at a later time damage or shortages are found, you will be unable to receive compensation.

Financial Terms:

- New Accounts must fill out an account application and will be on a pre-paid basis. If credit terms are requested, a credit application with personal guarantee must be completed, and agree to allow Ruck Air Movement to check vendor references. We also require a copy of the vendor's Seller Permit, Business License and/or Tax Exemption Certificate.

Initial: _____ Date: _____

General Terms and Conditions of Sale (Page 3 of 4)

- Payment of our invoices is due within thirty (30) days from the invoice date. If the Buyer is in default with any payments due, interest shall accrue on all sums due at the lesser of 1.5% per month or the maximum interest allowed under applicable law.
- Ruck Air Movement reserves the right to place the debtor on “Stop Ship” or Prepaid without notice, in the event of default, or remittance(s) with insufficient funds (NSF) at our discretion. A \$25.00 service fee will be assessed for all NSF checks.
- New orders to accounts with past due balances will be held until the account becomes current even if the account is within the established credit terms.
- Payments must be received by Ruck Air Movement in order for held orders to be released. Verbal assurances that a check has been sent will not cause held orders to be released. In this situation, please consider sending a check overnight to expedite shipment of a future order or make payment by ACH.
- Accounts with balances aged over 90 days will be turned over for collection. All of Ruck Air Movement’s collection costs and reasonable attorneys’ fees will be due from the client if such accounts are not paid as agreed.
- If a significant credit line with us is required, we may request a copy of your financial statements and any other information we deem appropriate for evaluation prior to extending credit.
- Buyer is not entitled to make any deductions from amounts due Ruck Air Movement due to any counterclaims or to exercise a right of retention, unless the counterclaims or the right of retention have been acknowledged by Ruck Air Movement in writing or declared valid with final effect in a judicial proceeding.
- Buyer hereby grants Ruck Air Movement a purchase money security interest under § 25-9-103 of the North Carolina Uniform Commercial Code (or any other corresponding law) in the goods purchased from Ruck Air Movement (the “Collateral”) to secure Buyer’s payment obligations to Ruck Air Movement. Buyer hereby irrevocably authorizes Ruck Air Movement to file UCC-1 financing statements to perfect the security interest granted herein and any extensions or amendments thereto. Legal title and ownership of merchandise supplied by Ruck Air Movement, Inc. does not transfer to Buyer until the goods are paid for in full. The merchandise remains the property a collateral of Ruck Air Movement until full payment has been received.

California Proposition 65: Any product manufactured, distributed and/or provided by Ruck Air Movement and obtained or purchased by Buyer, whether for distribution, resale, use or otherwise, shall be labeled in compliance with California Health and Safety Code Section 25249.5 et seq., and any regulations promulgated pursuant thereto ("Prop 65"). Buyer acknowledges that Ruck Air Movement has provided Buyer with all information required by Proposition 65 with respect to products delivered to Buyer by Ruck Air Movement, and Buyer acknowledges receipt of same. Buyer must notify Ruck Air Movement of any sale or offer for sale of any product without a Proposition 65 label. Buyer agrees to certify to Ruck Air Movement Buyer’s compliance with any and all instructions provided in accordance herewith, as required by Proposition 65 and otherwise as Ruck Air Movement may reasonably request from time to time. Buyer agrees to indemnify Ruck Air Movement for all claims, actions and suits arising from any actual or alleged violation of Proposition 65 relating in any way to any product provided by Ruck Air Movement to Buyer.

Applicable Law/Jurisdiction: The relations between us and the Buyer are governed by the laws of the State of North Carolina. Neither the United Nations Convention on the International Sale of Goods (CISG) nor any other existing or future bilateral or international treaties shall be applicable to this contract. Any dispute arising out of or in connection with this contract shall be in a state or federal court situated in Charlotte, North Carolina.

Initial: _____ Date: _____

General Terms and Conditions of Sale (Page 4 of 4)

Buyer hereby irrevocably consents to the exclusive personal jurisdiction of such courts and expressly waives any objection based on *forum non conveniens* or any objection to venue of any such action. The prevailing party in any dispute shall be entitled to reimbursement of reasonable attorneys' fees.

Concluding Provisions: Any alterations or amendments to this contract, including this clause, must be made in writing and signed by Buyer and Ruck Air Movement in order to be valid. This shall also apply to any supplementary and additional agreements. If a provision herein is or becomes partly or completely invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this contract. The invalid provision shall be replaced by a valid provision reflecting in an economic respect as closely as legally possible the objectives of the invalid provision.

Company Name _____

Signed _____ Print Name/Title _____

Date _____

Minimum Advertised Pricing Policy (Page 1 of 3)

Ruck Air Movement (“RUCK”) actively supports the advertising and promotion of its products by its domestic dealers and sales representatives.

Effective November 1, 2018, a Minimum Advertised Price (“MAP”) on all RUCK products will be in effect. This policy applies only to U.S. and Canadian dealers. We have implemented this MAP policy to preserve our strong reputation for providing customers with high value products and valued after sales support. We greatly appreciate the efforts of all resellers to distribute our products and support their customers.

The MAP policy shall work under the following guidelines:

1. The MAP for all RUCK products shall be no more than 30% less than the published MSRP price provided on the most recent RUCK USA Price Sheet. MAP pricing is established by RUCK and may be adjusted by RUCK in its sole and absolute discretion.
2. The MAP policy applies to all advertisements of RUCK products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, Internet or similar electronic media, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
3. The inclusion in advertising of free or discounted products (whether made by RUCK or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
4. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
5. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to a consumer within the dealer’s retail location or over the telephone. RUCK dealers remain free to sell these products at any prices they choose.
6. MAP does not establish maximum advertised prices. All dealers and sales representatives may advertise RUCK products at any price in excess of the MAP. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.
7. RUCK’s MAP policy does not in any way limit the ability of any dealer to advertise that “they have the lowest prices” or, they “will meet or beat any competitors price,” that consumers should “call for a price” or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.
8. RUCK may, in its sole discretion, from time to time offer cooperative advertising or other promotional assistance with respect to RUCK products. Participation by any dealer or sales representative in any such cooperative advertising or promotional assistance shall be conditioned on strict compliance with the MAP (both prior to and during any such cooperative advertising or other promotional assistance).
9. RUCK does not intend to do business with dealers who degrade the image of RUCK and its products. RUCK may, in its sole discretion, refuse to sell to dealers that do not abide by the MAP. RUCK will not provide prior notice or issue warnings before taking any action under this policy.

Initial: _____ Date: _____

Minimum Advertised Pricing Policy (Page 2 of 3)

This MAP policy has been established by Ruck Air Movement to help ensure the legacy of our brands as a top producer of high performance, high quality HVAC products and to protect the reputation of our name and products. Please indicate your receipt and understanding of this policy by signing and listing the name of your company below.

Initial: _____ Date: _____

Minimum Advertised Pricing Policy (Page 3 of 3)

Sales representatives of Ruck Air Movement products will supply a copy of the RUCK MAP policy to any new or existing reseller to be completed, acknowledged and returned to Ruck Air Movement. This form shall be signed and returned to Ruck Air Movement to acknowledge the reseller's receipt and understanding of the MAP spelled out in this document.

Agreed to by: _____

Dealership Name: _____

Dealer Principal Name Printed: _____

Dealer Principal Signature: _____ Date: _____

Dealer Address: _____

Phone: _____

Email: _____

Website URL and/or Instagram: _____

Initial: _____ Date: _____

Payment Options

ACH DEBIT* (Complete the ACH Debit Form Below)

Bank Name: Bank of America
Account Name: Ruck Air Movement, Inc.
Account Location: Charlotte, NC
Account Number: 237039495679
Routing Number: 026009593

* You may also complete a direct deposit at any Bank of America branch – please note: Cash or money order payments are not accepted

WIRE TRANSFER

Bank Name: Bank of America
Account Name: Ruck Air Movement, Inc.
Account Location: Charlotte, NC
Account Number: 237039495679
Routing Number: 026009593

MAIL CHECK

Remit to: Ruck Air Movement, Inc.
Mailed to: Ruck Air Movement, Inc.
6000 Fairview Road
Suite 1200
Charlotte, NC 28210

RUCK AIR MOVEMENT, INC.

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Company Name ID _____ Account Number _____

I (we) hereby authorize Ruck Air Movement, Inc. (hereinafter, the "Company") to initiate debit entries from my (our) Checking Account/ Savings Account (select one) indicated below at the depository financial institution named below (hereinafter, the "Bank") and to debit the same from such account. I (we) acknowledge that the origination of ACH transactions from my (our) account must comply with all applicable state and federal laws.

Depository Name: _____ Branch: _____
City: _____ State: _____ Zip: _____
Routing Number: _____ Account Number: _____

This authorization is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Company and the Bank a reasonable opportunity to act thereon.

Name(s) _____ ID Number _____
(Please Print)
Date _____ Signature _____

*Please return to Ruck Air Movement via email: sales@ruck-airmovement.com or fax (704) 552-3705