

TERMS OF SALE

1. ACCEPTANCE OF ORDER:

We accept your order for the part products or device listed on your Sales Confirmation. You have read and fully understand and agree to the terms set forth on the Sales Confirmation. No different or additional terms will be accepted by (RTR) Royal Train Ride, Inc. without written consent of authorized (RTR) personnel. (RTR) is not responsible for clerical or typographical errors made on any of its documents, quotations, or literature.

2. PAYMENT:

Payment shall be made on all (RTR) products as follows:

- a) Partial payment equal to 50% must be paid to (RTR) at time of order to reserve a production space on the production schedule.
- b) Orders placed without a deposit will not be started until a secured deposit has been received.
- c) The ship date listed on the sales confirmation will reflect the date the deposit is received. For each day a deposit has not been received an additional day may be added to the ship date.
- d) Final payments on all orders must be received at least 48 hours prior to the listed ship date on the sales confirmation.
- e) (RTR) is not responsible for monitoring final payments. It's the customers' responsibility to keep track of the date their product is due to ship and making arrangements with (RTR) for the final payment before the scheduled ship date.
- f) Final payment must be received in the form of certified funds, money order, bank wire transfer, cash, or credit card number.

3. SHIPPING:

- a) The ship date indicated on your sales confirmation refers to the estimated time the product will be completed.
- b) Delay of deposit on an order or the delay in receiving necessary (customer supplied) artwork will reflect a possible delay in the on-time completion of your order.
- c) (RTR) utilizes the services of several common carriers to handle the delivery of their products.
- d) Whenever possible (RTR) will offer the discounts afforded to (RTR) to the customer for their shipments through the specified carriers (RTR) deals with.
- e) Unless a carrier is specified by customer, (RTR) will use, at its direction, its best way carrier to get the product to the customer.
- f) (RTR) is not responsible for delays in shipping due to weather, union strikes, fires, floods, freight embargoes, and acts of governments.
- g) Shipments requiring a lift gate style truck to unload (RTR) products maybe subject to additional shipping charges.
- h) Damages caused by shipper are not the responsibility of (RTR). Freight carriers Policies for handling of damaged goods during shipping must be followed to assure that claims are handled properly in the event that RTR must collect back damaged shipment to repair. This will assure that RTR is reimbursed for any expensed incurred in the repair of damaged goods.

4. INSPECTION:

Buyer shall inspect the product(s) promptly after receipt and shall notify (RTR) in writing of any issues within fifteen (15) days after Buyer discovers or should have discovered the facts upon which the claim is based.

Failure of Buyer to give written notice of a issue within the inspection time period shall be deemed to be a waiver of a claim for defective products, a waiver of the right to reject the goods, and conclusive proof that the product(s) were received by Buyer without defect(s).

5. TAXES AND DUTY:

All charges are subject to the federal, state, and local taxes if any. Customer shall pay such taxes imposed on this order, and all penalties and interest, if any, accrued therewith. All duty and or taxes owed for international orders will be paid by customer to custom authorities for their respectful country.

6. DISCLAIMER:

(RTR) DISCLAIMS ANY RESPONSIBILITY WHATSOEVER TO BUYER OR TO ANY OTHER PERSON OR DAMAGE TO OR LOSS OF PROPERTY OR VALUE CAUSED BY ANY PRODUCT WHICH HAS BEEN SUBJECT TO MISUSE, NEGLIGENCE, OR ACCIDENT; OR MISAPPLIED; OR MODIFIED; OR REPAIRED BY UNAUTHORIZED PERSONS; OR IMPROPERLY INSTALLED OR MAINTAINED.

7. COPYRIGHTS:

All logos, product names, trademarks, artwork, literature, photographs, and designs used for the purpose of producing (RTR) products are proprietary and the sole property of (RTR). Any unauthorized reproductions of any of these items constitute a copyright infringement and are punishable by law.

8. MODIFICATIONS:

Prices are subject to adjustment if Buyer requests changes in specification, quantities, or delivery requirements. All paragraphs of this Confirmation of Order shall apply to the goods to which such changes apply, and no modification of the terms and conditions hereof shall be binding on (RTR) unless contained in writing signed by authorized (RTR) personnel and expressly stating both that such terms are being modified and the nature of such modification. This order cannot be changed after 5 business days from date of order without acceptance by (RTR). Any changes requested are subject to re-quotation of the final cost of the item purchased.

9. CANCELLATION:

Buyers may cancel this order, in whole or in part, upon written notice to (RTR) within 72 hours from the date of order. Buyer may be liable for the payment of any cancellation charges resulting from cancellation incurred by (RTR).

10. RETURN POLICY:

For any item purchased from (RTR) customer has 72 hours from the date of receiving item to contact (RTR) for a refund and return authorization. A restocking fee of twenty-five percent (25%) of the price of the item(s) returned will be paid by Customer. Customer will be responsible for any and all charges for the shipping of the item(s) returned. The items must be in an unused condition when returned. (RTR) WILL NOT ACCEPT RETURNS FOR ANY CUSTOM MANUFACTURED PRODUCTS. This includes, customer name tags added to item(s), custom designs, and custom colors orders not standard on the item(s) produced by (RTR).

11. GOVERNING LAW/ JURISDICTION AND VENUE:

In the event of litigation between the parties concerning the order or any product(s) shipped to Customer hereunder, such action shall be governed by the laws of New Jersey, U.S.A. Venue shall be in Essex County, New Jersey, and the action shall be brought in the New Jersey or federal courts of appropriate jurisdiction.

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Special Notice to Royal Express, Royal Ranger, Royal Tram & Royal Racer Purchaser

Royal Train Rides, Inc. offers its products with either gas or electric tractor power units. Royal Train Rides is **NOT** responsible for any malfunction of the tractor unit itself due to the fact that we do not manufacture the unit, just resell it. Repair and upkeep are the responsibility of the purchaser of the equipment. Acceptance of the product after purchase is considered acceptance of this waiver of responsibility.

Royal Train Rides **HIGHLY** recommends that you as the end user immediately fill out any and all warranty forms and register your tractor immediately with the manufacturer when you receive your new Royal Product.

It is further recommended that as the end user you contact and develop a relationship with the authorized factory service provider in your area. These actions will ensure you a long and successful usage of the equipment with minimal or no down time.

Agreed and Understood

Customer

__/__/__

Date