



General Terms and Conditions

As used herein, Riekes shall mean Riekes Equipment, Inc. Customer shall mean the person or business purchasing and Equipment shall mean the goods specified in the Order.

1. Offer of Sale

Offers of sale are based on the terms and conditions included in the proposal and those provided below. Unless otherwise provided on the face hereof, offers are available for acceptance for a period of 30 days from the date of the quote. An order by the Customer shall constitute an acceptance of these terms and conditions of sale.

2. Payment Terms

Our standard terms are NET 30 days with approved credit. Unless otherwise specified, full payment of the total amount indicated in the Order shall be made on the date of delivery, or if partial delivery, the portion of such payment for the Equipment on the separate dates of delivery. If equipment is leased, the lease documents must be signed prior to order placement, and the certificate of acceptance must be signed and dated upon delivery of equipment. Any invoices paid with a credit card are subject to a processing fee.

3. Prices

Unless specified otherwise, quoted monthly payments and sale prices are valid for orders placed within 30 days of the date of this quote and for equipment delivery within 120 days of the order. The final monthly payment may vary due to final credit approval. Prices quoted by Riekes are subject to change without notice.

4. Taxes

Sales tax is not included in sale price or monthly lease payment. Except for amounts attributable to Riekes, the Customer shall be solely responsible for all federal, state and local taxes, duties, tariffs or other similar levies arising out of or related to the Equipment order in this Agreement. Customer indemnifies and holds Riekes harmless from the payment of any such taxes, plus any penalties, interest or costs.

5. Sale of Equipment and Delivery

Unless indicated within this quote, all Equipment is sold Freight F.O.B. Factory. In the event that the equipment is delivered more than 120 days after the order was placed, the monthly payment may be subject to adjustment based on changes in the prevailing interest rates. This will be directed to us by the financial institutions and will be detailed in the lease documentation provided at the time of order placement. Riekes is not responsible for loading and unloading.

6. Availability

Customer agrees that all products are subject to availability. The customer also agrees that Riekes, any agent, representative, employee or subsidiary of does not guarantee delivery lead times. All delivery lead times are controlled by the manufacturer. Should Riekes cancel any part of an order, the sole obligation shall be to return any down payment paid by the Customer. If the Customer is delinquent in the payment of any invoice, or is otherwise in breach of this Agreement, Riekes may at its discretion, withhold shipment (including partial shipments) of any order, and may require Customer to prepay future shipments.

Riekes retains the right to suspend performance of any order or require advance payment when, in its opinion, the financial condition of Customer, or other grounds for insecurity warrant such action or it is required by the manufacturer.

7. Warranty and Statement of Quality

Riekes strives to provide our customers with products and services which meet and even exceed their expectations. All used truck sales are warranted for 30 days following the sale date unless otherwise stated.

Riekes warrants that any products or services provided under this Agreement shall conform to the highest industry standards and be free from defects in materials and workmanship. Actual warranties are offered by the manufacturer of the product, and the terms vary.

Warranties may not apply to defects or damages resulting from:

- a. Improper use, installation or maintenance
- b. Unauthorized modifications or alterations

c. Force majeure events or acts of third parties

8. Product Returns

Products shall not be returned to Riekes without its written consent. All costs of return shall be the responsibility of the Customer and include freight incurred and restocking fees.

9. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of Nebraska, without regard to its choice of law provisions. In the event of litigation or other proceedings by Riekes to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by Riekes, including but not limited to, reasonable attorney fees.

10. Force Majeure

Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

11. Binding Effect

This Agreement shall be binding upon each of the parties hereto and each of their respective heirs, administrators, executors, personal representatives and permitted successors and assigns. Except to the extent prohibited by law, no third party shall be the beneficiary to any of the rights or obligations hereunder (including but not limited to, warranty obligations).

12. Riekes Agents

Customer acknowledges that no agent, employee or representative of Riekes has any authority to bind Riekes to any affirmation, promise, representation, or warranty concerning any of the products and, unless such affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against Riekes.

13. Acknowledgement

Customer acknowledges and agrees that this is a non-cancellable transaction. Customer and Riekes Equipment signatures on all necessary documents have been executed. A Customer signature or purchase order signifies acceptance of the details of this quote along with our terms of sale. Fax, docusign or email signatures and POs shall be accepted as original consent.