

## Terms of Sales

**IMPORTANT NOTICE: BY PURCHASING THIS RICOH PRODUCT, YOU ARE AGREEING TO IMPORTANT LEGAL TERMS AND CONDITIONS, INCLUDING A CLASS ACTION WAIVER. PLEASE REVIEW CAREFULLY.**

### **General Terms and Conditions of Sale.**

“Ricoh DTG Store” is an operating name for Ricoh Printing Systems America, Inc. (“**RPSA**”) on the web at [www.store.ricohdtg.com](http://www.store.ricohdtg.com). RPSA operates the DTG Store and is the seller of Ricoh DTG products on this website (“**Site**”).

In the following Terms of Sale (“**Terms**”), “Ricoh DTG,” “we” and “us” refer to RPSA, and “you” and “customer” refers to the purchaser (together, the “**parties**,” and each, a “**party**”).

These Terms apply to all purchases of Printers and Products (defined below) made through this website or by phone (not Reseller customers). Please read these Terms carefully before accessing our website (“**Site**”). We may change these Terms from time to time and we will provide notice of these changes to you via the e-mail address provided to us through your Customer Account. By accessing and browsing this Site, as well as by placing orders (“**Orders**”) through this Site, you agree to accept, without limitation or qualification, these Terms. If you do not agree to these Terms, then you may not access this Site or submit an Order on this Site or by phone.

Please note that we are unable to ship to P.O. boxes, APO, FPO, or on-USA address including Canada and U.S. territories or provinces.

### **Printers and Products Defined.**

- Printers include the Ricoh Ri100, Ricoh Ri1000 and Ricoh Ri2000 Printers.
- Products\* include consumables, parts and accessories related to the Printers.

\*Third-Party Products are products sold by Ricoh DTG but supported and warranted by a third-party (not all Third-Party Products are warranted by their manufacturer).

**Orders.** Your Order must be placed using the Order form provided on this Site. You must complete all information requested on the form for the Order to be processed. All Orders are subject to acceptance by Ricoh DTG.

### **Purchase and Payments.**

Prices. The price for a product is the price in effect at the time we receive your order. The price listed online does not include costs for shipping, shipping insurance or sales tax. We may change prices from time to time. Occasionally this Site may have an incorrect price for an item. If that happens, we will notify you before the item is shipped.

All prices are in U.S. Dollars.

Sales Tax. Prices listed on this Site do not include sales tax. Items sold on [Store.RicohDtg.com](http://Store.RicohDtg.com) are subject to tax.

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Tax-Exempt Purchases. Purchasers who qualify to make their purchases on a tax-exempt basis can request a Tax Exempt account by clicking [here](#).

Paying for Your Order. You may pay for your Orders with a major credit card issued in the United States of America, with billing address in the United States. Currently, we accept Visa, Mastercard, American Express. We cannot accept checks, cash, money Orders or COD as payment. Sales tax will be added to the price of purchases as deemed required by us (see Tax section above).

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your Order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

Payment Authorization. By entering into any transaction through this Site, you warrant and represent that all information you provide is true and correct (including, without limitation, your credit card information and billing address), that any credit card transactions submitted by you are authorized, and that you are the legal holder of any credit card used to enter into any transaction through this Site. You further agree to promptly update your account and payment information, including e-mail address, payment method, and payment card expiration date, so that we may complete your transactions and contact you as needed.

If, in our sole discretion, we determine that (i) your means of payment is not valid, (ii) a transaction is not authorized, (iii) your means of payment cannot be processed or verified at the time of any charge, (iv) a charge is disputed for any reason other than failure by us to deliver the product purchased by you, (v) you have abused or misused promotions or promotion codes, or (vi) you have otherwise used this Site to enter into an improper transaction, we reserve the right to immediately terminate any pending transactions, suspend your access to this Site, and terminate all of our obligations hereunder. By entering into any transaction through this Site, you consent to receiving email communications from us regarding this transaction, including purchase receipts, notices, or transactional messages.

Cancellation/Change of Order By RPSA. We reserve the right to cancel any Order placed through this Site. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per Order. These restrictions may include Orders placed by or under the same customer account, the same payment method, and/or Orders that use the same billing or shipping address. We reserve the right to limit or prohibit Orders that, in our sole judgment, appear to be placed by dealers, former or current reseller or distributors.

Communication Regarding Your Order. You acknowledge and agree that all purchase receipts, purchase-related communications, agreements, notices, disclosures, and other email communications that we provide to you electronically satisfy any legal requirement that such communications be in writing, and that you may retain copies of these communications for your record keeping purposes. Further, you acknowledge and agree that all purchase receipts and purchase-related communications will be provided electronically only, and paper copies of receipts will not be provided.

Payment Issues. Ricoh DTG may exercise any lawful remedy if a dispute arises over a payment. Without limiting the preceding sentence, if your credit card institution refuses to pay us, we may cancel the Order

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or delay shipment. We may also deduct, from any amount due to you, any sums you owe Ricoh DTG or its affiliates. We will also be entitled to all reasonable costs of collection, including attorney's fees.

Title. Title to the Printer and Products shall pass to you upon full payment for same being made to us. Until and unless full payment has been made, we reserve title to all Printer and Products sold hereunder as security for the performance of your obligations. Should you default in payment of any charges hereunder when due, we may remove and repossess all Printers and Products sold hereunder with or without notice or demand, in addition to exercising such other rights and remedies as may be conferred on us by law.

### **Return & Exchanges.**

All sales are final, and no refund will be issued.

### **Order Cancellation.**

We ship promptly after receipt of an Order, so we cannot cancel an Order.

### **Usage of Coupon Codes/Discount Codes.**

Limited one (1) time use per coupon and/or discount code per customer. Discounts will be applied at checkout. Online offers have no cash value and are not redeemable for cash. Not valid on previous purchases or when combined with any promotional offers.

### **Campaigns, Promotions, Contests.**

We reserve the right to cancel, change or restructure any and/or all promotions, sales, contests, surveys, etc. at any time and for any reason.

### **Resale of Printers and Products.**

You may resell your printer or product; however, the warranty associated with the Printer and Product will no longer be valid (see Warranty).

### **Error on the Site.**

Ricoh DTG reserves the right to revoke any stated offer, cancel any Order and correct errors, inaccuracies or omissions on the Site at any time even after an Order has been submitted and whether or not the Order has been confirmed and/or your credit card charged. In the event that your credit card has already been charged and your Order is cancelled, Ricoh DTG will refund the amount of the charge to the original pay type.

### **Manufacturer & Third-Party Products Warranty.**

Please see our Manufacturer & Third-Party Products Warranty section for details.

### **Shipping Information.**

Shipping Charges; Risk of Loss; Carrier Designation. We will deliver the Printer and Products by shipment to your designated address. All shipping and related insurance charges will be paid by you.

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Upon our delivery to the freight carrier, you assume the risk of loss to the Printer and Products, and risk of delayed delivery.

The mode of transportation shall be designated by us. We use our preferred freight company for all shipments, which shall change from time to time.

Delivery Dates. If everything you Order is in stock, we generally ship your Order within one (1) business day of receipt of your Order and verification of your credit card.

Estimated delivery dates are based upon Orders received by Noon PST, Monday through Friday, excluding holidays. If your Order is placed and approved before Noon PST Monday through Friday, it will generally ship on the same day from our warehouse. Orders placed after Noon on Friday generally ship on Monday. No Orders are shipped or delivered on weekends or holidays. We cannot guarantee any particular delivery date. Items ordered together may ship separately.

### Important Notes:

- You must provide a street address. FedEx will not deliver to P.O. boxes, APO or FPO addresses including U.S. Territories/Provinces.
- Orders shipping FedEx Standard Overnight and FedEx 2-Day will be delivered on a business day, Monday through Friday. There are no deliveries on Saturday or Sunday.
- FedEx Standard Overnight shipping is not available to Alaska or Hawaii.
- FedEx Ground delivery takes approximately 2-7 business days once your Order has been processed. Please note that this may not account for service delays from our preferred Ricoh DTG carrier.

Although we recognize many of our customers travel outside of the United States, we are unable to ship to addresses outside of the U.S. If you need products for your travel outside of the U.S., please plan your needs in advance of travel or arrange for a U.S. address to serve as your package forwarder.

Oversized Shipping Charges. Due to weight or package dimensions, certain items can only be shipped by truck freight. The Ricoh DTG Store ships Orders containing oversized items via our preferred Ricoh DTG carrier. Our preferred Ricoh DTG carrier will contact you via telephone when your merchandise arrives at their terminal to setup a delivery appointment.

- Residential
  - Deliveries to Residential addresses will require a truck with a liftgate to complete the delivery; a liftgate is used to move oversized freight from the truck's floor to ground level.
  - Our preferred Ricoh DTG carrier will deliver the Order to the curbside of your residence, but they are not responsible for bringing the merchandise into your home, uncrating, installing or removing packing materials.
- Commercial
  - If your delivery address has a loading dock; you will be responsible for providing necessary equipment for off-loading merchandise in your Order.

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- If your delivery address does not have a loading dock; a truck with a liftgate will be required to complete the delivery. Our preferred Ricoh DTG carrier will deliver the Order to the curbside of your business, but they are not responsible for bringing the merchandise into your location, uncrating, installing or removing packing materials.

Back Orders. On this Site we try to offer only items currently in stock. However, it is possible that an item will not be in stock. If this happens there will be a pop-up window indicating the approximate availability timeframe, and you will not be able to add the item to your cart. We will not ship the item unless you return to our Site and reorder the item. We regret that it is not always possible to estimate when out-of-stock items will return to stock.

### **Training; Proper Installation; Operation and Maintenance.**

You are required to obtain training in Order to learn the proper installation, operation and maintenance of the Printer. You must attend our free virtual training program (“RicoH DTG University”) within thirty (30) days of the delivery of Printer, as well as our 3-Part on-boarding webinar series (“Webinar Series”) within forty-five (45) days of the delivery of Printer. You are solely responsible for proper installation, operation and maintenance of the Printer and Products at your place of business.

### **Online Customer Account.**

To purchase Printers and Products, we require you to first register for a customer account (“**Account**”). You agree to provide accurate, current, and complete information during the registration process, and to update such information to keep it accurate, current, and complete. We reserve the right to not accept an Order, cancel an Order, or terminate accounts, in our sole discretion.

Confidentiality. If you create an Account, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer or device, and you agree to accept responsibility for all activities that occur under your registration, Account and/or password. We therefore urge you not to share your Account credentials with anyone. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security, including, but not limited to, if you lose your user name or password. You agree to be responsible for any use of this Site or portions of it using your username, password or other security information. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name or password whether chosen by you or provided by us, at any time if you have violated any provision of these Terms.

Shopping Online; Product and Pricing Information. In order to shop on this Site, simply select the product you want to purchase, the desired quantity, and click “ADD TO CART.” When you’ve completed shopping, click the “CHECKOUT” button and follow the instructions to checkout and complete your Order. Please note that you may change the contents or edit the quantities of items in your shopping cart until you click “PLACE ORDER”, after which your Order will be processed. You must agree to these Terms to complete your Order. After submitting your Order, if accepted, a confirmation page will be displayed and your Order number will be provided. You will also receive an email confirmation shortly after your Order has been submitted. If your email confirmation does not arrive within 48 hours after you have placed your Order (be sure to also check your Spam folder), please contact us via e-mail

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(fulfillment@ricohdtg.com) for assistance. You may track your Order by using your tracking number included in your shipping confirmation email.

### **Export Laws and Regulations.**

Neither party shall commit any act or request the other party to commit any act which would violate either the letter or spirit of the export control laws or regulations of the United States, or other applicable export control laws, rules of regulations, and neither party shall fail to take any action reasonable within its capacity to assure compliance with such laws, rules or regulations, as applicable. You represent and warrant that you shall not, directly or indirectly, export, re-export, or transship Printers and Products (i) in violation of any applicable U.S. export control laws and regulations or applicable export control laws promulgated and administered by the government of any country having jurisdiction over the parties or the transaction(s) contemplated herein and (ii) for the purposes of distributing international peace and security. We shall have the right to refuse to accept your Orders for Printers and Products or to refuse to deliver Printers and Products to fulfill any previously accepted Order from you, if we determine, in good faith, that such proposed sale or other disposition of the Printers and Products poses an unreasonable risk of (i) violation of any applicable export control law or regulation or (ii) disturbing international peace and security.

In the event we refuse to deliver Printers and Products to fulfill previously accepted Order from you as set forth in the paragraph immediately preceding, or the necessary export or re-export authorizations are not obtained within a reasonable period of time, we, at our option, may cancel the Order, without penalty. You shall not use, sell, transfer or otherwise make available any goods/technology to be supplied by us and/or its information under these Terms to any firm(s), any corporation(s), and/or any person(s) that are related to the research and development of unlawful manufacturing and use of ordinary, nuclear, chemical, biological weapons and/or missile technology.

You agree to maintain cargo security through the export process, by maintaining proper management of the exported Printers and Products and preventing theft of the exported Printers and Products throughout the export process.

### **Class Action Waiver.**

YOU WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

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### **Waiver of Liability and Indemnification.**

You hereby release, waive, discharge and covenant not to sue us, our officers, agents or employees from any and all liability, claims, demands, actions and causes of action of any kind of nature arising out of or related to any loss, damage or injury, including death, that you or any of your employees, consultants, independent contractors or other third parties and/or property may sustain resulting from or in any way connected to training related to Printer and Products provided by us under these Terms, resulting from or in any way connected to the Printer or Products provided by RPSA under these Terms, or use, or inability to use, this Site, regardless of whether such loss is caused by our negligence and regardless of whether such liability arises in tort, contract, strict liability or otherwise. Under no circumstances shall we be liable for any direct, indirect, incidental, special or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### **Miscellaneous Terms**

No Assignment. You may not assign these Terms nor any Order related thereto and you may not delegate your duties under these Terms, in whole or in part, without our prior written consent. Any assignment or purported assignment to which written consent is not given shall be void. We may assign the Terms without your consent provided that such assignment is to an affiliated company forming part of the Ricoh Group of companies.

No Waiver. The waiver by either party of any default by the other party shall not waive subsequent defaults by such other party of the same or different kind.

Modification. No addition, modification, amendment or waiver of any provision of these Terms shall be binding or enforceable unless executed in writing by both parties.

Severability. If one or more provision(s) of these Terms or any part thereof shall be declared or adjudged to be illegal, invalid, or unenforceable under any applicable law by any court, governmental agency or arbitrational tribunal with jurisdiction over the parties, such illegal, invalid or unenforceable provision(s) shall be omitted, or upon the request of either party, the provision(s) may be reformed and construed in a manner that will be valid and enforceable to the maximum extent permitted by law. All other provisions or requirements of these Terms shall continue in full force and effect without regard to the aforesaid omitted clause.

Force Majeure. Other than for the requirements for you to make payment when due, neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to unforeseen circumstances or to causes beyond such party's control, including, but not limited to, resulting from shortage of products, fire, explosion, flood, storm, widespread natural disaster, acts of God, governmental acts, orders or regulations, war, hostilities, civil disturbance, strike, labor difficulties, accidents, machinery breakdown, transportation contingencies, difficulty in obtaining parts, supplies or shipping facilities or delay of carriers. We shall not be liable for any failure to perform or delay in delivery of the Printer and Products due to causes beyond our reasonable control, and, in any such circumstances, we shall have the absolute right in our sole discretion without any liability to terminate the Order in whole or in part.

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Governing Law; Forum Selection. The terms herein shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. In the event of any disputes arising under or related to these terms, the exclusive jurisdiction and venue for the resolution of any and all such disputes shall be the Superior Court of the State of California for the County of Ventura. In the event that any of the provisions herein are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.

### **Update of Terms.**

Ricoh DTG may from time to time revise these Terms by updating this posting. Please visit this page periodically to review the current Terms because they are binding on you. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages on the Site.

### **Questions Related to Your Purchase.**

If you have any questions or concerns when placing an Order or if you wish to inquire about a previously placed Order, please email us at [fulfillment@ricohdtg.com](mailto:fulfillment@ricohdtg.com) using your Order number.