

# DEPOSIT INVOICE

**Quote Number**  
**Q95674**

Quote Number  
**Q95674**

Invoice Date  
**12/17/2021**

Customer Number  
**362117**

Remit Payment To:  
OPTO INTERNATIONAL, INC.  
ATTN ACCOUNTS RECEIVABLE  
1325 N. MITTEL BLVD  
WOOD DALE, ILLINOIS 60191  
USA  
*Include Invoice No. " on your payment*

Bill To:  
RCD HOTELS  
DOMBART SA DE CV  
CALLE 27 N 168A COL CENTRO  
PROGRESO YUCATAN  
MEXICO

Ship To:  
RCD HOTELS  
CARRETERA PLAYA DEL CARMEN  
TULUM KM 72 77710  
PUERTO AVENTURAS QUINTANA ROO  
YUCATAN, MEXICO 97320

Total Due: **\$24,607.96**

| Description   | Unit Price        | Ord Qty  | Total             |
|---|-------------------|----------|-------------------|
| Eco Collection Low 1-Module Gondola (ECQS1G-55-WEB1 | \$1,336.00        | 2        | \$2,672.00        |
| Evolve Collection Low 3-Way (EV30-60-Xx-WEB1)       | \$2,062.90        | 2        | \$4,125.80        |
| Evolve Collection Low 2-Module Gondola (EV58-60-Xxx | \$3,630.60        | 5        | \$18,153.00       |
| Eco Collection Low 2-Way (ECQS2W-55-WEB1)           | \$769.40          | 2        | \$1,538.80        |
| Eco Collection Low 4-Way                            | \$1,391.90        | 10       | \$13,919.00       |
| Eco Collection Low 2-Module Linking Gondola - 48"W  | \$2,512.60        | 2        | \$5,025.20        |
| Edge Collection Single Post Focal on Laminated Base | \$294.00          | 2        | \$588.00          |
| Reveal Collection Low 2-Way (RV26-56-xx-WEB1)       | \$596.30          | 1        | \$596.30          |
| Handling  | \$500.00          | 1        | \$500.00          |
| <b>Material Surcharge</b>                           | <b>\$2,097.81</b> | <b>1</b> | <b>\$2,097.81</b> |

**QUOTATION TOTAL: \$49,215.91**  
**50% DEPOSIT REQUIRED: \$24,607.96**

**OPTO International, Inc. Tax ID: 45-3321150**  
**Dombart Tax ID: DOM121009964**



## OPTO INTERNATIONAL, INC. (OPTO) TERMS AND CONDITIONS OF SALE

### 1.0 GENERAL

- 1.1 All quotations and/or contracts are made upon the following conditions and no variation qualification or cancellation of any of them will bind us unless agreed to by us in writing.
- 1.2 These terms and conditions shall govern all our contracts and shall be deemed to supersede any terms and conditions contained in the buyers order. Without prejudice to the foregoing, any disagreement with our terms and conditions must be conveyed to us in writing within **FIVE** days from the date of receipt of our order acknowledgement. Failure to do so will be regarded as acceptance of these terms and conditions in full.
- 1.3 Quotations and prices are subject to withdrawal or alteration without notice.
- 1.4 Our contracts shall be governed by and construed in accordance with Illinois law. Any action or proceedings of any nature on or in any way relating to any contract with us or to any goods supplied under such a contract shall be initiated against us only in the Illinois Courts, and the buyer will not give effect to any award that may be made against us in consequence of any such action or proceedings not initiated in Illinois.

### 2.0 PRICES

- 2.1 All prices are net except where otherwise stated, and do not include shipping charges or taxes unless otherwise stated. Quotations are made and orders accepted on the basis that should costs rise over those prevailing at the date of the contract we reserve the right to increase the price of all undelivered goods to make full allowance therefore or at our discretion to invoice at the price ruling at the date of supply.
- 2.2 Unless otherwise stated, all quotations are F.O.B. Wood Dale, IL.

### 3.0 TERMS OF PAYMENT

- 3.1 The terms stated are an essential feature of the contract and will be strictly complied with.
- 3.2 Unless otherwise stated payment terms on stock and custom orders are 50% of the total goods price due with the purchase order and the remaining balance due C.O.D. Net 30 days applies to approved accounts only.
- 3.3 In the event of our not receiving payment for whatever reason on the due date of any sum, then without prejudice to any other right that we may have, we shall be entitled to claim reasonable attorney's fees and court costs which are incurred in collecting such sum. We shall also be entitled to claim interest on such sum accruing from the due date at the rate of 2% per month.

### 4.0 OWNERSHIP OF THE GOODS

- 4.1 The title in goods produced for the buyer and/or sold by us to the buyer shall remain vested in us and the goods shall be held by the buyer on our behalf as security until full payment of all sums due from the buyer to us is effected. Should the buyer and/or any third party having notice of this provision and having acquired the goods in question be unable to meet its obligations towards us we remain entitled to retrieve our property without cost to ourselves and without delay and without prejudice to any other rights that we may possess.
- 4.2 The buyer shall be entitled to re-sell goods to which the title remains vested in us pursuant to Clause 4.1 either as such or incorporated into other goods, but in such event he shall inform his purchaser of the provisions of Clause 4.1 and the buyer shall hold the proceeds of sale on our behalf as security until full payment of all sums due from the buyer to us is effected.
- 4.3 Returned merchandise will not be accepted without OPTO's written consent and shipping instructions. Unauthorized returns will be returned "Freight Collect". All authorized returns are subject up to a 50% restocking charge for inventoried items. All custom items are final sale.

### 5.0 SPECIFICATION

- 5.1 Except as provided in Clause 5.2 no guarantee is given that goods supplied will conform in detail with any descriptions and illustrations in our catalogue or brochures or with any others on which any quotation may be based or with any samples submitted and none of these shall form part of any contract. We reserve the right to substitute suitable materials for any specified or used in samples.
- 5.2 Drawings and specifications specially prepared for the purposes of a contract shall form part thereof unless we stipulate otherwise. The buyer shall accept variations in size and specification consistent with normal manufacturing tolerances.
- 5.3 If the buyer chooses to make any changes to an order, those changes are subject to OPTO's ability to comply. Additional charges may result when changes are made.

### 6.0 JIGS AND TOOLS

- 6.1 Where tools, dies, molds, patterns and/or jigs are prepared specially for a contract they will remain our property notwithstanding any payments made in regard to them by the buyer directly or indirectly in whole or in part. We undertake for a period of two years from the completion of any quantity contract to maintain in

working order or at our option to replace any such items which have failed or are incapable of production where this has arisen exclusively from any inherent defect or from fair wear and tear. At the end of any two years without use we shall have the right to dispose of such items on giving the buyer three months notice in writing.

### 7.0 SHIPPING

- 7.1 We estimate shipping time in good faith calculating them from the date of our acknowledgement of order and from receipt of all information reasonably required to enable us to put the work in hand. All such times are to be treated as estimates only and are not a condition of any contract and we shall not be liable to the buyer for any loss or damage suffered due to a failure by us to keep to such times.
- 7.2 We shall be entitled to make all partial shipments of any quantity of goods ordered by the buyer and to deliver separate invoices for payment in the usual way in respect of all shipments made.
- 7.3 We reserve the right to suspend delay or cancel the execution of any contract for any cause beyond our reasonable control.
- 7.4 If dispatch or collection of goods ready for delivery is delayed for any reason for which the buyer is responsible, we reserve the right (a) to render an invoice and call for payment on the goods, (b) to render an invoice and call for payment on a storage fee. All risk of loss or damage howsoever caused shall pass to the buyer at the latest upon the expiry of seven days from our written notice that such goods are ready for delivery or collection under the contract.
- 7.5 In the case of goods to be packed, stored or shipped or to be delivered elsewhere than at our own premises all risk of loss or damage howsoever caused in and about such operations shall be borne by the buyer.
- 7.6 Goods will be shipped F.O.B. Wood Dale, IL. Unless otherwise requested by the buyer, goods are forwarded via pre-paid freight carriers, and a freight fee is invoiced to the buyer on the same invoice as the goods. When specified by the buyer, and arranged before shipment, buyer may elect (a) to arrange freight through a third party carrier of the buyer's choosing, (b) pick up the goods from our facility in Wood Dale, IL, or (c) request for freight to be forwarded via pre-paid carrier but invoiced separately. When any of these specifications are made by the buyer, the buyer agrees to allow OPTO to charge a freight handling fee and/or sales tax, where applicable. Additional insurance coverage and premium delivery service options (e.g. Lift Gate or Inside Delivery) on all pre-paid freight shipments are available by special request.

### 8.0 LIABILITY

- 8.1 Our liability in respect of any defect in or failure of goods supplied or in respect of any loss injury or damage directly or indirectly attributable thereto is limited:
- 8.1.1 To any such matter arising from such goods as supplied by us and which have been used solely in accordance with the recommendations as stated in our catalogues and brochures or otherwise as specifically approved by us in writing and furthermore is limited:
- 8.1.2 To the replacement or repair of such goods on return thereof promptly to our works (unless otherwise arranged by us) and is in any event subject to the failure and defects appearing therein under proper use and arising solely from faulty design materials or workmanship within a period of six calendar months after the original goods shall have been first delivered or such shorter period as may be specified at the termination of which all liability on our part ceases.
- Our liability under this clause shall be in lieu of all liability otherwise arising from any warranty or condition whether express or implied by statute or at common law or otherwise howsoever as to the quality or the fitness for any particular purpose of such goods.
- 8.2 Save as herein provided we shall be under no liability in contract tort or otherwise for any injury loss or damage of whatsoever kind or howsoever caused or for anything done or omitted in connection with the goods or any work in connection therewith or any defect inherent latent or otherwise which may exist or subsequently develop and notwithstanding that the same may be due to negligence on the part of ourselves, our employees, servants or agents.
- 8.3 The buyer shall indemnify us against all actions claims or demands by third parties in tort or otherwise arising directly or indirectly in connection with the use functioning condition or state of goods supplied by us.

### 9.0 CLAIMS

- 9.1 All shipments are F.O.B. Wood Dale, IL (i.e., at the customer's own risk). Claims for merchandise damaged or lost in transit must be stated on the bill of lading by the authorized receiving agent and the claim then filed directly by the consignee to the transportation company.
- 9.2 The buyer is advised to inspect goods immediately upon arrival. Any claim for a failure of the goods to be in accordance with the contract which ought to be revealed by a reasonably diligent examination must now be notified to us in writing within **FIVE** days of receipt of such goods.
- 9.3 If no such notice is received within five days the goods will be deemed to be in all respects in accordance with the contract and the buyer will be bound to accept and pay for them.

**OPTO INTERNATIONAL, INC. MODULAR DISPLAYS**

1325 N. Mittel Boulevard | Wood Dale, IL 60191 | T 800.248.OPTO | F 630.860.7311

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