

4theCycle LLC · d/b/a RP Industrial Supply Intnl

SUPPLIER DECLARATION OF CONFORMITY AND RESPONSIBILITY

Issued under the International Distributor Terms of Sale · Quality and specification accountability

Document	Supplier Declaration of Conformity and Responsibility
Governing T&Cs	International Distributor Terms of Sale — 4theCycle LLC d/b/a RP Industrial Supply Intnl (“RPIS”) / EPS
Distributor / Seller	4theCycle LLC, d/b/a RP Industrial Supply Intnl (“RPIS”)
Buyer	EPS, Kingdom of Saudi Arabia (“EPS”)
Supplier	[Legal name of Supplier as stated on the RPIS quotation] (“Supplier”)
Quotation / Order	Quotation No. _____ PO / Order No. _____ Date _____
Goods	[Description / model / quantity as on the quotation]
Plant (FOB point)	[Supplier plant / city / state / country]

This Declaration is a companion instrument to the International Distributor Terms of Sale between RPIS and EPS (the “Terms”). It does not replace the Terms. If there is a conflict on Supplier’s quality, specification, warranty, claim, or indemnity duties, the Terms control as between RPIS and EPS, and this Declaration controls as a direct undertaking by Supplier to RPIS and, as an intended third-party beneficiary of Sections 4 through 8 of this Declaration, to EPS.

1. Purpose

RPIS is purchasing the Goods from Supplier as a title-taking international distributor and is reselling the Goods to EPS. Supplier issues this Declaration to confirm that Supplier—not RPIS—is one hundred percent (100%) accountable for conformity of the Goods to specification, for quality and workmanship, and for corrective action. The Profit limitation in the Terms caps RPIS’s liability to EPS only. It does not cap, reduce, or excuse Supplier’s liability.

2. Identification of Supplier

The undersigned Supplier is the manufacturer or vendor named on the RPIS quotation referenced above. Supplier’s full legal name, form of entity, principal address, and authorized signatory are stated in the signature block. If a trade name appears on product literature, the legal entity signing this Declaration is the obligated party.

3. Specifications

“Specifications” means the technical description, models, standards, drawings, data sheets, performance criteria, quantities, and packing requirements stated or referenced in the RPIS quotation and accepted by Supplier, including any written clarification issued by Supplier before tender FOB the Plant.

Supplier has reviewed the Specifications. Supplier is solely responsible for determining that it can manufacture, inspect, pack, and tender Goods that meet the Specifications. Circulation of Specifications by RPIS does not transfer that responsibility to RPIS and is not a design obligation of RPIS.

4. Declaration of Conformity

Supplier declares and undertakes that:

- the Goods delivered FOB the Plant shall conform, in quantity, description, quality, and performance, to the Specifications;
- “meet specifications” means material compliance with the Specifications at the time Supplier tenders the Goods FOB the Plant into RPIS’s possession;
- Supplier shall manufacture, inspect, and pack the Goods using processes adequate to achieve that conformity;
- Supplier shall tender complete, safely packed Goods at the Plant; and
- for each shipment, Supplier shall issue or support the shipment certificate in Annex A, or an equivalent packing-list certification, stating that the Goods in that shipment meet the Specifications.

A signed packing list, bill of lading, or commercial invoice is not a substitute for this Declaration, but each such document is consistent with it.

5. One Hundred Percent Quality Accountability

Supplier—not RPIS—is the guarantor of quality. Supplier is one hundred percent (100%) accountable to RPIS and to EPS for:

- conformity to the Specifications;
- defects in design (to the extent of Supplier’s design), materials, and workmanship;
- shortages or incorrect items tendered at the Plant that are not solely the result of a written change accepted after tender;
- adequate export packing for the stated mode of transport, so far as packing is Supplier’s scope at the Plant; and
- all corrective action required under Section 7, at Supplier’s cost.

Taking title by RPIS at the Plant, RPIS’s coordination of delivery, invoices, and packing lists, and RPIS’s intake of claims do not shift quality risk to RPIS and do not make RPIS a co-guarantor.

6. Warranty

Unless Supplier’s separate written warranty states a longer period or a broader remedy, Supplier warrants that the Goods will be free from defects in materials and workmanship, and will meet the Specifications, for one (1) year from tender FOB the Plant.

The exclusive quality remedy is replacement of defective or non-conforming material, or such other remedy as Supplier and EPS agree in writing, after Supplier’s review of a claim transferred by RPIS. Supplier shall not void the warranty for a defect that existed at Plant tender. The warranty does not cover improper storage, installation, use, maintenance, alteration, or application other than in accordance with Supplier’s written instructions, if those instructions were furnished with the Goods.

Supplier authorizes RPIS to assign and pass through this warranty to EPS without recourse to RPIS. Recourse for quality remains against Supplier.

7. Claims Process and Corrective Action

Non-Conformity claims will be submitted by EPS to RPIS. RPIS will transfer the claim file to Supplier. Supplier shall:

- acknowledge receipt of a complete claim file within five (5) business days;
- investigate in good faith;
- propose corrective action—repair, replacement, credit, or a reasoned rejection of the claim—within a commercially reasonable time; and
- perform agreed corrective action at Supplier’s cost, including Supplier-side handling. Freight for warranty movement is allocated as Supplier and EPS agree and, failing agreement, as stated in the Terms.

RPIS will relay information, circulate Supplier’s proposal to EPS, and follow up. RPIS does not decide technical merit and does not fund cure. Supplier shall not require RPIS to pay for replacement Goods, rework, or field costs as a condition of performing corrective action.

8. Indemnity of RPIS

Supplier shall indemnify, defend, and hold harmless RPIS and its members, managers, officers, employees, and agents from and against claims, losses, damages, costs, and reasonable attorneys’ fees arising out of:

- the Goods’ design (to the extent of Supplier’s design), manufacture, materials, workmanship, or packing at the Plant;
- any failure of the Goods to meet the Specifications;
- any quality, product-liability, personal-injury, or property-damage claim relating to the Goods as manufactured or tendered by Supplier; and
- any claim by EPS or a downstream user that treats RPIS as manufacturer or quality guarantor because RPIS took title or performed distributor functions.

This indemnity is the back-to-back protection that allows RPIS to cap its own liability to EPS at Profit under the Terms. It survives delivery, payment, and expiration of the warranty period for claims arising out of Goods tendered under the referenced quotation.

9. Title, Delivery Basis, and Documents

Supplier acknowledges the delivery and title structure in the Terms: Supplier tenders FOB the Plant; title passes from Supplier to RPIS when the Goods are placed in RPIS’s possession at the Plant; RPIS then resells and transfers title to EPS after payment as the Terms provide. Risk as between Supplier and RPIS passes at Plant tender except for Non-Conformity existing at tender.

Supplier shall provide RPIS, at or before pickup, the commercial invoice for Supplier’s price to RPIS, a packing list, and any certificate of origin or other export document reasonably required. Supplier agrees that RPIS may compile those documents with RPIS’s resale invoice and packing cover for EPS. Compiling documents does not make RPIS the manufacturer.

10. No Reliance on RPIS as Designer or Tester

Supplier has not relied on RPIS to design, test, certify, or approve the Goods. Any sample, drawing, or data sheet that RPIS forwarded originated from Supplier or was approved by Supplier. Suitability of the Specifications for

EPS's project in the Kingdom of Saudi Arabia is for EPS to confirm against the stated Specifications. Supplier remains accountable for meeting those stated Specifications.

11. Term, Governing Law, and Miscellaneous

This Declaration applies to the quotation and order identified above and to all shipments of those Goods. It may be used for later quotations between the same parties by inserting the new quotation and order numbers in a signed supplement or in Annex A.

This Declaration is governed by the laws of the State of Oklahoma, United States of America, without regard to conflict-of-laws rules, matching the Terms. Disputes involving RPIS under this Declaration shall be resolved in the state or federal courts located in the State of Oklahoma.

If a provision is held invalid, it shall be modified to the minimum extent necessary to make it valid, or severed. This Declaration may be signed in counterparts, including electronic signature. The English version controls.

12. Supplier Signature

By signing, Supplier confirms that it has read the Terms as they apply to Supplier's quality, specification, warranty, claim, and indemnity duties, and agrees to this Declaration.

SUPPLIER

Legal name: _____
Entity type / jurisdiction: _____
Address: _____
Signature: _____
Name / title: _____
Date: _____

ACKNOWLEDGED — RPIS

4theCycle LLC
d/b/a RP Industrial Supply Intl
Signature: _____
Name / title: _____
Date: _____

Optional EPS receipt (not required for this Declaration to bind Supplier): EPS confirms it has received a copy and will submit Non-Conformity claims to RPIS under the Terms.

EPS signature / name / date: _____

Annex A — Per-Shipment Certificate of Conformity

Complete one certificate for each shipment released FOB the Plant. Attach to the packing list.

Shipment date	
Quotation / PO	
Packing list / invoice no.	
Goods / quantity	
Plant	

Supplier certifies that the Goods in this shipment, at the time of tender FOB the Plant, conform to the Specifications for the quotation identified above, have been inspected by Supplier to the extent of Supplier's

standard factory inspection, and are the Goods Supplier is obligated to supply under the Declaration of Conformity and Responsibility.

Any known exception (state "None" if none): _____

Supplier authorized signer: _____ Title: _____

Signature: _____ Date: _____

Annex B — Notarial Acknowledgment (optional)

Use this block if the Declaration will be notarized or later presented with an apostille. This Annex does not itself constitute an apostille. An apostille is issued only by a competent authority under the Hague Convention of 5 October 1961.

State of _____

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, who proved to me through satisfactory evidence of identification to be the person whose name is signed on this Supplier Declaration of Conformity and Responsibility, and who acknowledged that he or she signed it as the voluntary act of Supplier in the capacity stated.

Notary Public signature: _____

Printed name: _____ Commission expires: _____

[Notary seal]

This instrument is a commercial declaration prepared as a drafting aid. It is not a substitute for advice from licensed counsel. Official public documents (including a United States apostille) should remain separate exhibits and should not be altered.