

RTS

PLAY

Residential Play Catalog

version 8.2

Residential Playground Components
t. 800-663-2803 | www.rtsplay.com
e. info@rtsplay.com



About RTS

RTS Play is a manufacturer/distributor of high quality play components. With over 35 years experience in the playground industry we have exceptionally high standards, unique designs and commitment to safety. We pride ourselves with developing long-standing supplier and customer relationships, providing the most innovative products through quality, service and competitive pricing.

RTS Play's parent company, RTS Companies Inc. is an ISO 9001:2015 certified company. RTS Companies Inc. is a leading manufacturer of plastic playground components across North America.

Safety must come first. All RTS Play's equipment is manufactured to comply with the most current CSA and ASTM standards. RTS Play is a member in good standing with IPEMA, the International Play Equipment Manufacturers Association. Testing and validation is an ongoing process as existing, modified and new products are continuously being tested and certified.

All efforts are made to use the best material and processes available to maximize the longevity of our products. Our molded products are manufactured on computer directed machines using polyethylene resin with the highest UV package in the industry.

We are committed to providing our customers with the highest quality, most durable play equipment backed by an extensive warranty, qualified sales and engineering team and dedication to customer service.

Products and Services

- Drawings and Specifications
- Quality Control - Quality Assurance
- Molded-in Inserts and Graphics
- Assembly
- Spin Welding
- U.L., U.N., C.S.A. Certification



RTS Residential Play

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Ability to Provide Excellent Service

RTS manufactures quality rotational molded playground components at our facilities. Our main manufacturing facility is in Austinburg, Ohio USA, and our second facility is located in St. Clements, Ontario Canada. Facilities north and south of the U.S. border help us to effectively service the North American market.

Our years of expertise and knowledge gained from servicing dedicated playground customers provides us with a wealth of information concerning your needs. But it does not stop there -- your insights and comments are essential in building a successful business partnership. Our goal is to provide quality components and exemplary service to you, our customer. Our ability to attain this goal is dependent on your input.

We look forward to hearing from you!

Playground Component Information

Component Availability / Shipping Lead Time

Component availability is divided into two groups, categorized by primary and secondary colors. All components are available in either primary or secondary colors as per the following criteria:

Our “in-stock” program includes all components in primary colors. Primary color lead time is 1 to 2 weeks delivery.

Secondary color lead time will be confirmed at the time the order is placed. In general, secondary color lead time will be 3 to 4 weeks or less.

Please assist us by placing your order with as much advance notice as possible. We will put forth the utmost effort to see your components are delivered on time.



Component Orders

Please refer to the part number and color number shown on the price list. Designation by part and colour number on your purchase order will help minimize confusion and assure your order is filled properly.

Example: Part No. $\underbrace{7510-03000X}_{\text{Product}}-\overbrace{01-00}^{\text{Color}}_{\text{Material}}$ designates a Red 30" x 30 deg Elbow
03000X where X can be any alphabet

Orders may be sent via:

Mail:

RTS Companies US Inc.
2900 Industrial Park Drive
Austinburg, Ohio
USA 44010-0183

RTS Companies Inc.
1027 Industrial Place
St. Clements, Ontario
Canada N0B 2M0

Phone:

1-888-641-3077 (USA) | 1-800-663-2803 (Canada)

Email:

info@rtsplay.com

Fax:

1-519-699-0027

Please include your desired shipping date, contact person and telephone number should we have any questions.

Terms of Sale

All sales are Net 30 days, Austinburg, Ohio or St. Clements, Ontario subject to RTS Standard Terms and Conditions.

Establishment of account on or above terms is subject to verification of credit. A credit application will be forwarded to you upon request. Credit verification usually requires one week.



RTS Residentail Play

Color Selection Chart - Effective Jan. 1st, 2022

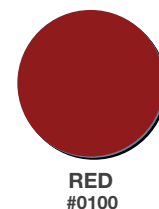
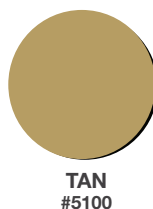
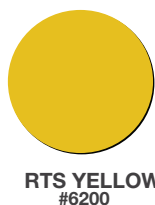
RTS Standard Colors

RTS Standard Colors comprise our “in-stock” inventory program. Components, unless otherwise noted are available in Standard Colors. Standard Color components are normally available for immediate or short term shipping of two weeks or less.



RTS Secondary Colors

RTS Secondary Colors are available for orders with a minimum of 10 of the same colour per order. Please contact RTS Sales for details or to receive a quote.



*** Upcharge required, please contact customer service.**

Note** Colors not exactly as shown. Not all colors available for all products. Please call Customer Service for selection.



Residential Slides



A. Mini Rocket Wave Slide

Dimensions: 5' Deck Mounting Height
Double Blow Molded HDPE
Part No. 7069-05100B-XX-XX



B. 5' Deck/10' Super Slide

Dimensions: 5.5' Deck Mounting Height
Double Wall Rotomolded HDPE
Part No. 7071-05501A-XX-XX



Residential Slides



C. 5' Deck / 10' Rocket Slide

Dimensions: 5' Deck Mounting Height
Part No. 7067-05100A-XX-XX

D. 6' Deck / 12' Rocket Slide

Dimensions: 6' Deck Mounting Height
Part No. 7067-06100A-XX-XX

E. 7' Deck / 14' Rocket Slide

Dimensions: 7' Deck Mounting Height
Part No. 7067-07100A-XX-XX



F. 6' Deck / 12' Rocket Wave Slide

Dimensions: 6' Deck Mounting Height
Part No. 7068-06100A-XX-XX



Residential Tube Slides

Tube Slides



A. 5' Twister Tube Slide

Dimensions: 24" diameter, left turn with single piece sections for 5' deck mounting height.
Mounting Panel - 32.5" W x 35" H

Slide Assembly Part No.
7710-02305A-XX-82

Includes all plastic slide components, assembly instructions and slide assembly hardware.



B. 7' Clockwise Spiral Tube Slide

Dimensions: 24" diameter, single piece sections for 7' deck mounting height.
Mounting Panel - 32.5" W x 35" H

Slide Assembly Part No.
7710-02007A-XX-82

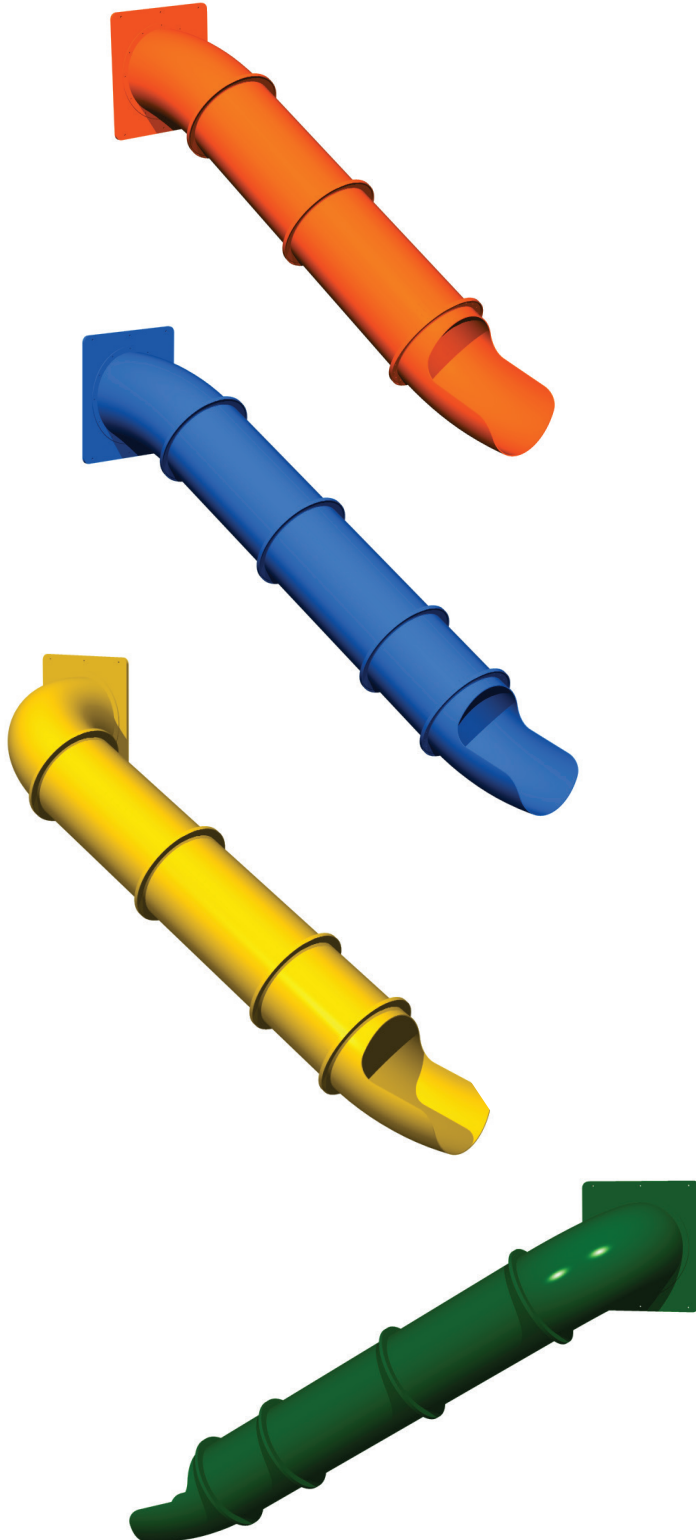
Includes all plastic slide components, assembly instructions and slide assembly hardware.

Note: 5' Twister Tube Slide and 7' Clockwise Spiral Tube Slide are full tube assemblies that ship in double stacked boxes on one skid.



Residential Tube Slides

Tube Slides



A. 6' Straight Slide*

Dimensions:
24" x 6'

Roto-Molded Entry Part No.
7705-12406A-XX-XX
CNC Panel Entry Part No.
7705-02406A-XX-XX

B. 7' Straight Slide*

Dimensions:
24" x 7'

Roto-Molded Entry Part No.
7705-12407A-XX-XX
CNC Panel Entry Part No.
7705-02407A-XX-XX

C. 90° Left Exit Slide*

Dimensions:
24" x 7'

Roto-Molded Entry Part No.
7706-12407A-XX-XX
CNC Panel Entry Part No.
7706-02407A-XX-XX

D. 90° Right Exit Slide*

Dimensions:
24" x 7'

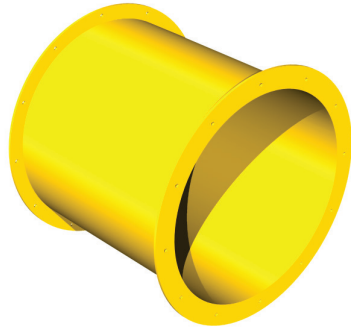
Roto-Molded Entry Part No.
7706-12417A-XX-XX
CNC Panel Entry Part No.
7706-02417A-XX-XX

*Note: Foot brace required; not included with assembly.



Crawl Tubes & Elbows

Crawl Tubes



A. 24" Straight Tube

Dimensions:
24"

Male/Female - Drilled with 12-hole
pattern per side
Part No. 7508-02424T-XX-XX

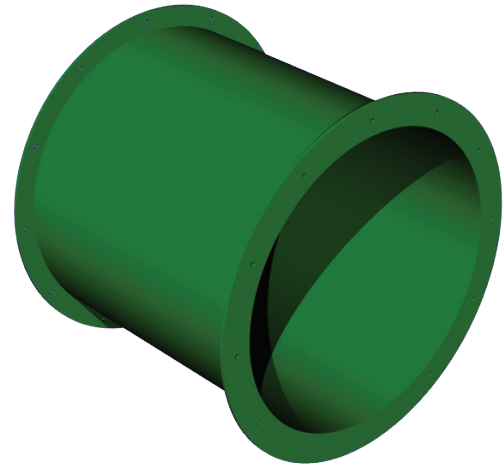
Male / Female - Not drilled
Part No. 7508-22424T-XX-XX

B. 43" Straight Tube

Dimensions:
43"

Male/Female - Drilled with 12-hole
pattern per side
Part No. 7513-02443T-XX-XX

Male / Female - Not drilled
Part No. 7513-22443T-XX-XX



Elbows



A. 10 Deg. Flanged Elbow

Dimensions: 24"

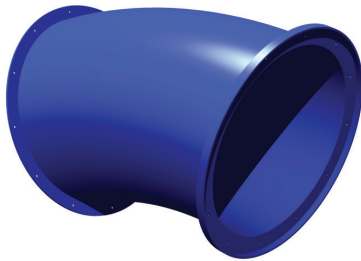
Male/Female - Drilled with 12-hole
pattern per side
Part No. 7509-02410T-XX-XX

Male / Female - Not drilled
Part No. 7509-22410T-XX-XX



Elbows & Exits

Elbows



B. 30 Deg. Flanged Entry Elbow

Dimensions: 24"

Male/Female - Drilled with 12-hole pattern per side
Part No. 7511-02430T-XX-XX

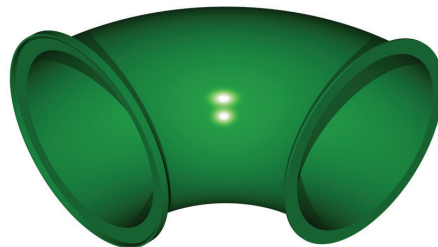
Male / Female - Not drilled
Part No. 7511-22430T-XX-XX

C. 90 Deg. Flanged Elbow

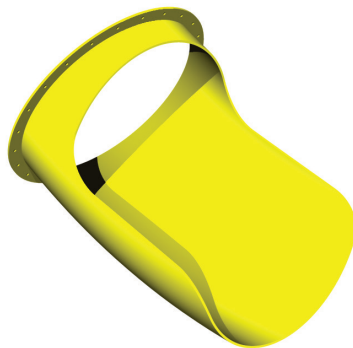
Dimensions: 24"

Male/Female - Drilled with 12-hole pattern per side
Part No. 7526-02490T-XX-XX

Male / Female - Not drilled
Part No. 7526-22401T-XX-XX



Exits



A. 30 Deg. Flanged Exit

Dimensions: 24"

Male/Female - Drilled with 24-hole pattern per side
Part No. 7512-02430T-XX-XX

Male / Female - Not drilled
Part No. 7512-22430T-XX-XX

B. 24" Double Wall Slide Exit Chute

Dimensions: 24"

Male/Female - Not drilled
Part No. 7537-02401T-XX-00





Entry Panels & Crawl Tubes

Entry Panels

A. Tube Slide Entry Panel CNC Poly Sheet 3/8"

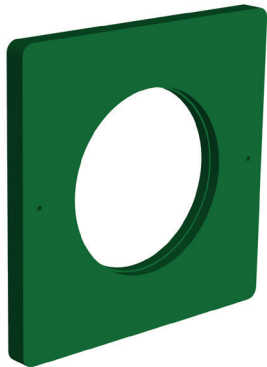
Dimensions:
24" x 3/8" thick
Pre-drilled holes for dome, no
mounting holes

Part No.
7900-09575C-XX-XX



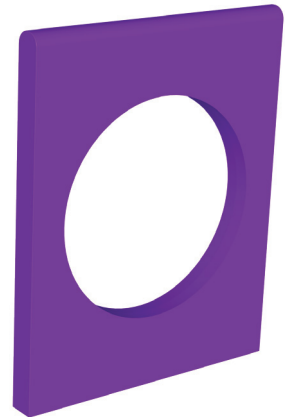
B. 24" Diameter Entry Panel Double Wall Rotomolded Panel

Dimensions:
40.5" x 40.5" x 3"
Part No.
7500-02400T-XX-XX



C. 24" Diameter x 3" Flat Entry Panel Double Wall Rotomolded Panel

Dimensions:
31" x 39" x 3"
Part No.
7500-02403T-XX-XX



Crawl Tubes

A. Crawl Tubes

Dimensions:
24" diameter

4' Part No.
7701-82404A-XX-XX
5' Part No.
7701-82405A-XX-XX



Dimensions:
24" x 86" tube with single bell
end used with rotomolded
panels only
Part No.
7505-52486T-XX-XX

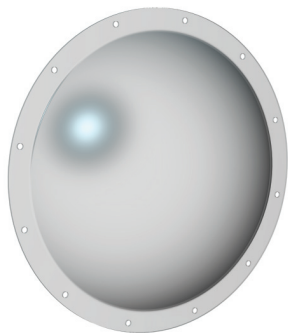
Includes:
2 Panels (31" W x 39" H), and 1pc tube with hardware





Domes & Components

Domes & Components



A. 24" Bubble Dome

Dimensions:
24" Dia.

Part No.
7999-00019B-00-00



B. 30" O.D. Molded Poly Tire

Part No.
7400-00016T-XX-XX



C. 24" Bubble Tube

Dimensions:
24"

Part No.
7750-00024A-XX-XX



A. One Piece Ribbed Hex Roof

Double Wall
Dimensions: 8' x 8'

Part No.
7317-00101T-XX-XX

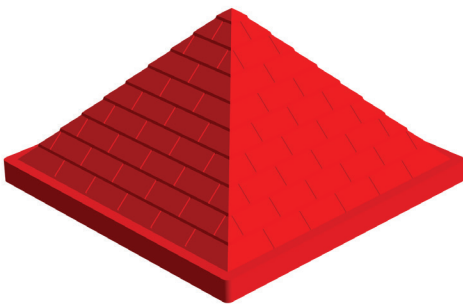


B. Traditional 5' Ribbed Roof

Single Wall	Double Wall
Dimensions: 5' x 5' x 25.5"	Dimensions: 5' x 5' x 25.5"

Part No.
7300-00002T-XX-XX

Part No.
7305-00002T-XX-XX



C. One Piece 4' Shingled Square Roof

Single Wall	Double Wall
Dimensions: 4' x 4' x 31.5"	Dimensions: 4' x 4' x 31.5"

Part No.
7300-00001T-XX-XX

Part No.
7305-00001T-XX-XX



Climbers

Rock Climbing Wall



Real Life Rock Climbing Experience

Bone & Fossil Imprints on Back
Side of Unit

Available in 57"
Deck Height

Polyethylene Construction

Back View



Residential Rock Climbing Wall
Part No. 7200-07057T-XX-XX



Build it in minutes - looks like real stone!

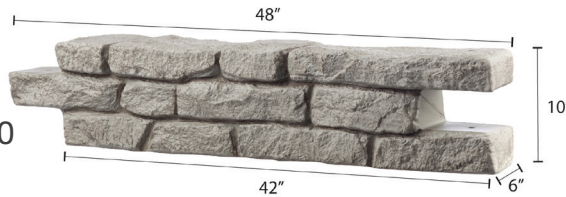


- Wall height options: 10" or double stacked 20"
- Durable, granite-look plastic with secondary finish
- Each module weighs only 9 pounds
- 10 year UV stabilized HDPE

Straight No Spike

Dimensions: 48" x 10"

Part No. 5506-00100A-00-00



Curved No Spike

Dimensions: 30" x 10"

Part No. 5506-00200A-00-00



3-End Rocks

Dimensions: 6" x 6"

w/18" Spike

Part No. 5506-00310A-00-81

w/28" Spike

Part No. 5506-00320A-00-81



28" Galvanized Spike

Part No. 5506-00103B-00-28

18" Steel Spike Raw

Part No. 5506-00102B-00-25





Landscape Rocks

Polyethylene Landscape Rocks



Left Triangle

Dimensions: 36"L x 27"W x 14"H
Part No. 5620-00101T-XX-XX



Right Triangle

Dimensions: 36"L x 27"W x 14"H
Part No. 5621-00101T-XX-XX



Large Rock

Dimensions: 42"L x 17"W x 13"H
Part No. 5622-00101T-XX-XX



Extra Large Rock

Dimensions: 42"L x 34"W x 13"H
Part No. 5623-00101T-XX-XX



Side Profile



Top Profile

GRAY / ARMOR STONE

OAK / ARMOR STONE



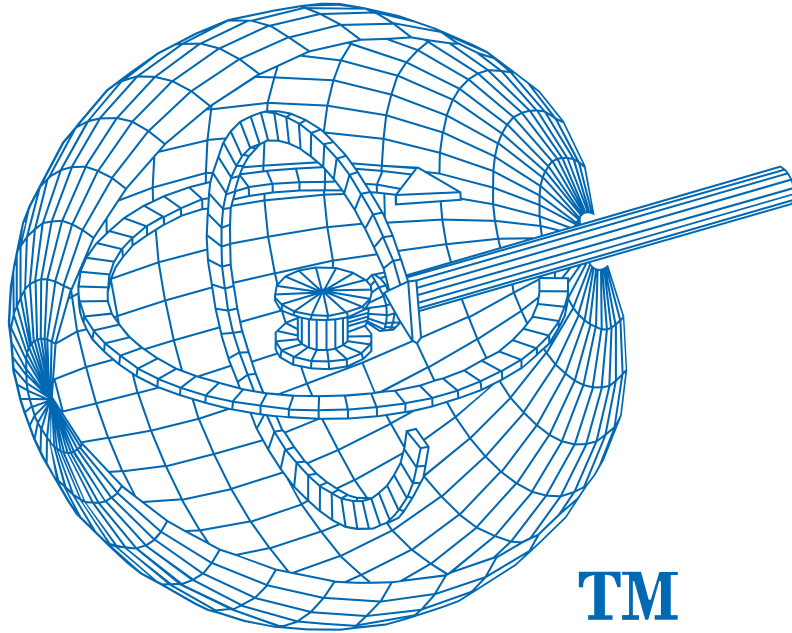


RTS Play

Terms and Conditions

TERMS AND CONDITIONS – RTS COMPANIES INC. (“RTS”)

1. The sole terms and conditions applicable to the sales agreement (this “contract”) between RTS and the purchaser named on the face hereof (“Buyer”) concerning the sale of the goods described on the face hereof are those set forth herein and on the reverse side hereof, and any different or additional terms or conditions appearing in Buyer’s purchase order or other documents or communications concerning the goods shall be ineffective and not a part of this contract. Any acceptance by RTS of any oral or written order from Buyer is subject to and includes these Terms and Conditions of Sale and is expressly conditioned upon Buyer’s assent to any terms and conditions of sale herein which are additional to or different from any terms or conditions of sale contained in any order or communication submitted by Buyer. Except as expressly provided below, no order may be changed or cancelled by Buyer after acknowledgment by RTS as set forth herein without RTS’ written consent. RTS reserves to its sole judgment and discretion when and under what circumstances it will approve any order cancellations or changes.
2. In the event of war, fire, flood, strike, labor trouble, accident, riot, act of government authority, act of God, failure of equipment, machinery or manufacturing processes, or delay in transportation or the procurement of materials, or of any other contingency beyond the reasonable control of RTS interfering with the production, supply or transportation of the goods or type of goods sold under this contract, or with the supply to RTS of any component material thereof, RTS may, at its sole option, delay delivery of the goods, in which event this contract shall remain otherwise unaffected, or, whether or not RTS has formerly exercised its option to delay delivery, terminate this contract without liability to it, such termination to be effective upon RTS posting written notice thereof to Buyer in the manner provided below. RTS may during any period of shortage due to any of the aforesaid causes prorate its supply of such goods for itself, for its own manufacturing uses or for the uses of any consumer, including those with which RTS may be directly or indirectly associated, in such manner as RTS may deem reasonable and practicable.
3. Unless otherwise stated on the face hereof, it is understood that the prices specified herein are exclusive of all customs duties, charges for freight and insurance and all excise, sales, use or other applicable taxes, and Buyer agrees that if RTS pays any such duties, charges or taxes in connection with the sale of goods hereunder, Buyer will promptly reimburse RTS for the same upon receipt of an invoice from RTS therefor. It is further understood that RTS shall have the right to make any customary or minor modifications to or substitution for any of the goods sold hereunder which it may deem necessary or advisable, and the Buyer agrees that the goods as so modified or substituted shall be deemed for all purposes of this contract to be the goods sold hereunder. If RTS is prevented from exercising its rights under this paragraph by reason of any law or governmental order, decree or regulation, it may at its sole option terminate this contract, in the manner provided in the preceding paragraph, without liability to it.
4. RTS MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, NATURE OR DESCRIPTION, EXPRESSED OR IMPLIED, CONCERNING THE GOODS SOLD UNDER THIS CONTRACT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY OF THE GOODS SOLD HEREUNDER FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SET OUT IN THIS PARAGRAPH 4. RTS warrants the goods sold under this contract which are of its own manufacture against defects in materials or workmanship, under normal use and service, for a period of one year after the date shipment of the goods, in accordance with and subject to the succeeding terms of this paragraph 4. This warranty applies only to the original purchaser of the goods sold under this contract. RTS does not warrant in any way the goods sold under this contract which are not of its own manufacture, the same being governed by the warranties, if any, of their respective manufacturers. This warranty does not cover defects or failure of the goods sold under this contract resulting, directly or indirectly, from causes or conditions beyond the control of RTS, including, without limitation, misuse, negligence, accident, fire, acts of God, improper installation, improper storage, failure to properly maintain, protect or repair the goods, from work done on the goods by any firm, person or entity other than RTS or from equipment supplied by any firm, person or entity other than RTS. RTS shall be liable under this warranty only if Buyer has inspected the goods promptly upon delivery. If Buyer has given RTS written notice within 10 days after the date of delivery that the material is defective, if the material is proved to have been defective at the time of shipment and, if RTS so requires, if the defective material is returned to RTS, transportation prepaid. The sole obligation of RTS, and the sole remedy of Buyer, under this warranty is limited to furnishing without charge, F.O.B. RTS’ plant of origin, material similar to the defective material or, at RTS’ option, if it has required return of the defective material, the material repaired, or, if it has given written consent to the repair or alteration of the defective material by any other person, to paying the charges of that other person for effecting such repair or alteration.
5. Unless otherwise stated on the face hereof, all deliveries of goods under this contract will be F.O.B. RTS’ plant of origin. Title to and risk of loss of all goods sold under this contract shall pass to Buyer when goods are delivered by RTS to the carrier at RTS’ plant of origin. Buyer declares itself familiar with the nature and use of the goods sold under this contract and from the time of delivery thereof to carrier, assumes all responsibility and liability for loss or damage thereto, for loss or damage to other property caused thereby and for personal injury resulting from the possession or handling thereof. RTS may, prior to shipping the goods sold under this contract, require proof that Buyer has effected adequate insurance to cover its responsibility and liability referred to in the preceding sentence. If RTS has not been provided with such required proof, RTS may, but shall not be required to, and Buyer hereby authorizes RTS to, effect such insurance on behalf of and at the expense of Buyer, and any amount paid by RTS to effect such insurance shall be added to RTS’ invoice as a separate charge to be paid by Buyer. If Buyer is unable or refuses for any reason to accept delivery of any goods on the delivery date specified on the face hereof, Buyer shall pay all costs incurred by RTS as a consequence of such failure or refusal to accept delivery, including, without limitation, handling, storage, insurance and similar charges. Transfer to storage shall be considered delivery for all purposes hereunder, including invoicing and payment, and Buyer shall bear all risks of loss or damage to the goods during storage.
6. RTS shall use commercially reasonable efforts to meet the proposed delivery date to carrier specified on the face hereof, but it is understood that RTS shall not be liable for any failure to effect delivery on the proposed date and any such failure shall not constitute a breach of this Agreement. Buyer shall promptly inspect and test all goods upon delivery. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages or nonconformities in goods are discoverable by testing or inspection upon delivery of goods to Buyer, all obligations of RTS to Buyer with respect to such defects, shortages or nonconformities shall be deemed to be satisfied, and all goods shall be deemed to be free of such defects, shortages or nonconformities, unless Buyer notifies RTS of such defects, shortages or nonconformities in writing within 10 days after the date of delivery.
7. Unless otherwise stated on the face hereof, the terms for payment as to any delivery of goods shall be as specified on RTS’ invoice (or, if not so specified, payment shall be due upon invoicing). Unless otherwise specified, payment shall be made in Canadian dollars. Any amounts payable to RTS hereunder which are not paid when due shall thereafter bear interest at the lower of the rate that is 1.5% per month or the maximum rate permitted by applicable law. Time is of the essence for all payments due hereunder, and if any payment due to RTS is collected at law, or by or through an attorney-at-law or a collection agency, Buyer shall pay all costs of collection, including without limitation, all court costs and reasonable attorneys’ fees. Notwithstanding the terms of payment set forth on the face hereof, if at any time Buyer’s financial responsibility appears unsatisfactory to RTS or if RTS determines that its credit information regarding Buyer is insufficient for it to confirm that the credit has not been impaired, and Buyer fails to provide at RTS’ request satisfactory security in advance of shipment of any goods sold hereunder, RTS may suspend shipment unless provision be made for net cash payment to RTS against bill of lading upon delivery of goods to carrier.
8. If Buyer shall suspend payment or become bankrupt or insolvent before completion of this contract, RTS may, at its sole option, terminate this contract without liability to it, such termination to be effective upon RTS posting written notice thereof to Buyer in the manner provided below, but such termination shall not affect Buyer’s obligation to pay for goods previously delivered to Buyer hereunder. If Buyer fails to perform any of the terms of this contract, RTS may, at its sole option, suspend deliveries until such default is made good or may deem such default as final refusal to accept further deliveries hereunder, whereupon RTS may terminate this contract, in the manner hereinbefore in the paragraph provided, without liability to it and subject to all remedies it may have at law or in equity by way of a claim or claims for damages for breach or otherwise. If Buyer has been permitted by RTS to pay the price of the goods sold hereunder in installments over an aggregate period greater than 30 days from the date of the invoice for the goods, and if Buyer defaults in the payment of any installment, all future installments shall, without notice, proceeding or formality on the part of RTS, become immediately due and payable without limiting any other rights RTS may have under applicable law.
9. RTS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE INSTALLATION OF THE GOODS OR ANY INSTALLATION SERVICES PROVIDED TO BUYER BY ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND RTS WILL NOT BE RESPONSIBLE FOR ANY LIABILITY WITH RESPECT TO SAME. If installation services are provided by an independent contractor of RTS or other third party arranged by RTS, any warranties available from such independent contractor or other third party with respect to such services are hereby assigned to Buyer to the extent permitted by any applicable agreement between RTS and such independent contractor or other third party. If the price of the goods sold hereunder includes installation of those goods by RTS, and if employees of RTS responsible for performing such installation cease to proceed with the same during any period or periods as a result of respecting, in accordance with union rules and regulations, work stoppages by others on the installation site, then Buyer, recognizing that the employees of RTS may be union employees, agrees immediately upon demand to indemnify RTS and save RTS harmless from and against all amounts payable by it to its aforementioned employees in respect of the aforementioned period or periods.
10. In the event that RTS shall provide installation services, RTS’ liability in any case shall not exceed and shall be limited to the amount initially charged for such services.
11. IN NO EVENT SHALL RTS BE LIABLE TO BUYER OR ANY OTHER PERSON, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY), FOR LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, NON-DELIVERY, SERVICING, INSTALLATION, USE, MAINTENANCE, CONDITION OR POSSESSION OF THE GOODS, OR FOR ANY CLAIM MADE AGAINST BUYER BY ANY OTHER PERSON, EVEN IF RTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM. IN NO EVENT SHALL RTS’ LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH SUCH CLAIM IS MADE.
12. This contract, including the terms on the reverse side hereof, the terms and conditions on this side and the provisions of any addendum attached hereto and duly signed by the parties in accordance with this paragraph, constitutes alone the entire understanding between the parties with respect to the purchase and sale of the goods specified on the face hereof, and there are no other terms, conditions, representations or warranties, statutory or otherwise, which are expressed or implied. Variations or amendments to this printed form shall be effective only if specifically agreed upon in writing by both parties; without limiting the generality of the foregoing, no variation or amendment shall be effected by the acknowledgment or acceptance of purchase or shipping orders containing provisions contrary or supplementary to the printed provisions hereof. Notwithstanding but in supplement of the preceding sentence, no addendum, variation or amendment hereto which would have the effect of amending or adding to the printed form of paragraph 4 hereof in any way shall be effective unless signed by the President or a Vice-President of RTS or authorized by an authority in writing signed by the President or a Vice-President of RTS and attached hereto or to a purported amending agreement.
13. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by any such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver by either party of a breach of any of the terms and conditions of this contract by the other party shall be referable to the particular breach waived only and shall in no way be considered to be a waiver of any subsequent or other breach of the same or any other terms and conditions of this contract. All waivers hereunder must be in writing.
14. This contract shall in all respects be interpreted and governed pursuant to, and in accordance with, the laws of the Province of Ontario, without regard to the principles of conflicts of laws. Any suit, action or proceeding with respect to this contract shall be brought in the courts of the Province of Ontario, and the parties hereby consent to the jurisdiction of such courts for the purpose of any such suit, action or proceeding. This contract is not assignable by Buyer but shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and in the case of RTS, its assignees. All notices, requests, demands and other communications required or contemplated hereunder, by one party to the other, shall be in writing and delivered personally or sent by pre-paid, first class, certified or registered mail, return receipt requested, or by facsimile transmission to the intended recipient thereof at the address or facsimile number set forth on the face hereof (or to such other address or facsimile number as either party may from time to time duly notify the other). Any such notice, demand or communication shall be deemed to have been duly given immediately (if given or made in person or by confirmed facsimile) or three days after mailing (if given or made by mail). All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect.
15. Buyer agrees not to set-off or offset against RTS’ invoices amounts that Buyer claims are due to it. Buyer shall bring any claims or causes of action it may have in a separate action and waives any right it may have to offset, set-off or withhold payment for goods delivered by RTS. No action, regardless of form, arising out of or in connection with the sale of goods under this Agreement (other than an action by RTS for any amount due to RTS from Buyer) may be brought more than one year after the cause of action has arisen.



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