

MECO Terms and Conditions

- A. The entire Contract between Seller and Customer is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement. Any and all representations, promises or statements made by employees or representatives of the Seller do not constitute warranties, shall not be relied on by the Customer, and are not part of this Contract. No waiver, alteration or modification of the terms and conditions of this Contract shall be bonding unless in writing and signed by an authorized representative of Seller.
- B. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, are subject to change without notice after that date.
- C. Delivery promises are contingent upon fire, strikes, accidents, availability of materials, acts of God, or other causes beyond Seller's control. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Time for delivery shall not be of the essence of this Contract. The Seller is not liable for any loss or damages resulting from delay, however caused or occasioned.
- D. Delivery, unless otherwise stated, does not include unloading.
- E. The Customer shall make a storage area available to Seller. Any necessary relocation of equipment or installation materials from this designated area will be at Customer's expense.
- F. Seller warrants, for a period of one (1) year from the date of completion of the installation, that the installation of all equipment shall be done in a workmanlike manner in accordance with standard procedures. (THE SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.) The Seller's obligations and liability under this warranty are expressly limited to performing the labor necessary to correct any defect in the installation of the equipment. Neither party shall be liable for special, indirect or consequential damages. The remedies set forth herein are exclusive, and the liability of the Seller, whether in contract, tort or otherwise, shall not, except as expressly provided herein, exceed the price of the installation on which such liability is based. No employee or representative of the Seller is authorized to change this warranty in any way or grant any other warranty. Equipment furnished as part of this proposal is warranted by the manufactures of such equipment, and Seller makes no warranties whatsoever as to such equipment. The Customer shall make all claims for the breach of warranty to the manufacturer offering such warranty, and in the same manner specified by the manufacturer of the equipment with a copy of the claim to the Seller.
- G. Excavation quotations are based upon normal soil conditions. If rock, water, underground lines, or any such obstruction is encountered during excavation, the costs of removing or avoiding the obstruction, or any other costs caused by the obstruction, is not included in the quoted price. The additional cost to Customer shall be based on a time and materials basis, unless other arrangements are made.
- H. Property lines and furnished grades are to be established and verified by the Customer.
- I. Purchaser will be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavations. The Seller shall not be responsible for contamination or loss of product used for ballast, unless contamination or loss of product is due to negligence on the part of Seller. Unless Seller anchors tanks using its recommended method, and warrants in writing that the tanks will not float, the Seller shall be held blameless in the event a tank should float. All expenses for equipment, labor, and materials to reinstall tanks shall be borne by Customer.
- J. Labor, materials and outside services for electrical, blacktop, water and sewer work are not included in this Contract unless specified.
- K. No provision is made in this Contract for special fees, permits, licenses, or similar expenses. If Seller is requested to furnish same, such charges will be added to the contract price. The Customer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in the existing facilities shall be secured and paid for by the Customer.
- L. Delivery to Seller's plant for purposes of convenience or coordination shall be considered "delivery" for billing purposes.
- M. Seller reserves the right to charge to the Customer one and one-half percent (1 1/2%) per month on all past due balances. This represents an annual interest rate of eighteen percent (18%). The Customer agrees to pay Seller attorneys' fees of fifteen percent (15%) and all other costs of collection if its account is placed in the hands of an attorney for collection.
- N. Title to equipment remains vested in Seller until final payment is received. The warranty is void if payment is not made according to the terms of the Contract.
- O. Quotations covering work to be accomplished in locations where lines and conduits presently exist are based upon utilizing these existing lines and conduits unless so stated. Quotations based upon utilizing existing lines or conduits assume that these lines or conduits are good and usable in their present condition. Should it be determined, as the installation progresses, that these existing lines or conduits require any repair, upgrading, or work of any kind, this additional work is not included in the quoted price. The extra will be charged out on a time and material basis, unless other arrangements are made.
- P. Partial payments will be expected as work progresses. Billings will be made as the various phases of the work are completed and as major items of equipment are delivered. Terms on equipment, unless otherwise specified are net 10 days from the date of delivery. **Delivery to our plant for purposes of convenience or co-operation shall be considered "Delivery" for billing purposes.**

Initials: _____

FOLLOWING CHARGES APPLY FOR CREDIT CARD TRANSACTIONS

\$2500 - \$9,999	MC/VISA - 1 %	AMEX - 2 %
\$ 10,000 +	MC/VISA - 2 %	AMEX - 4 %

