

Standard Terms and Condition of Sale

M-B Companies, Inc. ("Seller") agrees to sell products, parts or components to ("Buyer") on the terms and conditions set out in these Terms and Conditions (the "Terms and Conditions").

Placement of Orders: Processing of an order will not commence until Seller has received written confirmation. If Buyer does not issue a formal purchase order, written confirmation must include the following information: M-B model, size, type of segments, other options (if applicable), prime mover model to which broom will be mounted, quantity, price, expected discount, expected delivery date, and shipping instructions. This information should appear on Buyer's letterhead, and be signed by an authorized representative of Buyer.

Acceptance: All orders are subject to final written acceptance by Seller at its home office. These Terms and Conditions constitute the final agreement between Seller and Buyer, and shall apply to all sales by Seller to Buyer. Seller's acceptance of this order is expressly conditioned on Buyer's agreement to these Terms and Conditions. Buyer shall be deemed to have consented to these Terms and Conditions in the event it accepts the shipment of any products from Seller. These Terms and Conditions supersede any and all conditions contained in Buyer's purchase order or other document furnished by Buyer. Any attempt by Buyer to vary these terms is hereby expressly objected to and rejected.

Price: Unless otherwise stated, all prices and deliveries are FOB shipping point. Prices do not include any taxes. All prices, specifications, terms and conditions are subject to change without notice. All orders will be invoiced at the price in effect when the order is received by Seller. All quotations shall be valid for a period of ninety (90) days unless otherwise noted.

Delivery Dates / Delays: Delivery date quoted shall be FOB shipping point date unless otherwise specified. Delivery dates are only estimations by Seller. In the event of delay attributable to Buyer, Buyer shall compensate Seller for delay costs. Seller shall not be liable for delays in delivery or failure to perform due to causes beyond its reasonable control, including but not limited to, acts of nature, acts of war or terrorism, Buyer's acts or failures to act, acts of government or military authority, delays in transportation or shortages, or inability due to causes beyond Seller's reasonable control to obtain necessary labor, materials, utilities, components, parts or manufacturing facilities.

Payment Terms: Payment terms are Net 20 days after invoice date. Seller reserves the right to require cash payment if Seller develops doubt as to Buyer's ability to pay. Seller may charge Buyer interest at the rate of one percent (1.0%) over current prime rate per annum on past due accounts. In addition, in the event of late payment or default by Buyer, Seller shall be entitled to collect its attorneys' fees, expenses and other costs incurred in pursuing collection. Buyer shall not take any credit against payment due Seller without a written credit memorandum authorizing such credit issued in advance by Seller. Payments due to Seller, whether for the purchase of products or otherwise, shall be paid without deduction, set-off, or recoupment by Buyer.

Returns: Buyer shall not return any products unless authorized in writing by Seller with Seller's "returned material authorization" number (RMA). The RMA must be prominently displayed on the outside of the return packaging. Any request to return products must be made within ten (10) days from the receipt of the products by Buyer. Returned products must be in first class saleable condition, in their original container, shipment prepaid. The issuance of an RMA number is not an admission of liability on Seller's part for reimbursement of any type. The returned products will be examined upon receipt, at which time proper disposition will be determined. Buyer will be advised at that time of any adjustments or credits that may be made. All products that are returned for any reason other than defective material will be subject to inspection to ensure the item's resaleable condition. In any event, a 30% restocking fee, as well as the freight charges both ways will be deducted from any credit. Nonstandard or used material, and components designed to meet Buyer's unique requirements or specifications, are not returnable. Unless otherwise expressly agreed, an order for equivalent value must accompany returned products and all such products are accepted for credit only after factory inspection. Buyer returning products must pay transportation charges and bear risks of loss or damage to goods while in transit.

Warranty: Seller provides a limited warranty pursuant to the terms of its separate Limited Warranty Policy. The Warranty is Buyer's exclusive remedy.

Limitation of Liability: Seller shall not be liable to Buyer or any Customer of Buyer for any incidental, consequential, special or punitive damages. In no event shall Seller be liable for damages which exceed the purchase price for the products.

Indemnification / Insurance: Buyer shall indemnify and hold Seller harmless from any loss, including, but not limited to, attorneys' fees and expenses, which Seller may sustain as the result of any claim arising out of or relating to use or sale of the products by Buyer, Buyer's customer, or any third party. If Buyer maintains insurance which may be applied to any liability it has to Seller pursuant to these Terms and Conditions, then Buyer agrees to take whatever actions are necessary to perfect said insurance coverage for the benefit of Seller.



Changes / Cancellation: Buyer may request changes in its order provided that Seller receives written notice of and accepts the desired changes and that Buyer accepts the additional charges as determined by Seller. Seller's refusal of Buyer's request to change its purchase order shall not be cause for Buyer's cancellation of its order except upon payment of a cancellation charge to be determined by Seller. Seller shall have the absolute right to cancel any undelivered orders upon breach thereof by Buyer, failure by Buyer to make any payment required hereunder, or insolvency or bankruptcy of Buyer. A purchase order or any part thereof which is accepted by Seller may not be cancelled by Buyer until Seller receives written notice of the cancellation, has determined reasonable additional charge to be made and the charge has been paid by Buyer.

Infringement: With respect to the products which are made by Seller based on any specifications, directions, models, or samples furnished by Buyer or commercial standards of Buyer's industry, Buyer will defend and hold Seller harmless from any and all liability and expenses arising out of or relating to any claims based on infringement or alleged infringement of patents, trademarks or copyrights from the use or sale of products made by Seller either as such or as part of complete items.

Notices: Any notice given pursuant to these Terms and Conditions shall be sent by means providing proof of delivery and: (1) if to Buyer, to its regular place of business; and (2) if to Seller: 1615 Wisconsin Avenue, New Holstein, Wisconsin 53061.

Entire Agreement: The parties agree that there are no understandings, agreements or representations, express or implied not specified in these Terms and Conditions and that this instrument contains the entire agreement between Seller and Buyer, and that, consequently, no course of prior dealings and no usage of the trade shall be relevant to supplement or explain any of the terms used in these Terms and Conditions.

Governing Law: These Terms and Conditions shall be construed and interpreted under the laws of the State of Wisconsin. Any disputes arising hereunder or relating to the products shall be brought in Calumet County, Wisconsin.

M-B Companies, Inc.
Revised 7-18-2013

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1200 Park Street
Chilton, WI 53014
800-558-5800

PAVEMENT MARKING EQUIPMENT-PA
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888-323-2900

PAVEMENT MARKING EQUIPMENT-OR
2490 Ewald Avenue SE
Salem, OR 97302
800-253-2909

ATTACHMENTS DIVISION
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