



## Millenium Engine Plating Inc (ME Plating) TERMS AND CONDITIONS OF SALE

All invoices are subject to these terms and conditions of sale which supersede all other conditions of sale expressed or implied by Buyer, unless Buyer and ME Plating otherwise agree in a writing signed by an authorized officer of ME Plating:

**I. DELIVERY AND RISK OF LOSS** ME Plating assumes the risk of loss to Buyer's property upon receipt and acceptance of such property by ME Plating at ME Plating's facility located at 600 W84th Street Hialeah, FL 33014. Delivery shall be FOB ME Plating's facility in Hialeah, FL. Buyer shall designate a carrier to pick up such property at ME Plating's facility. If Buyer fails to designate a carrier, ME Plating shall select a carrier for shipment to Buyer. Risk of loss to Buyer's property (including any new or replacement parts incorporated in such property during the performance of repairs by ME Plating) shall pass to Buyer upon ME Plating's delivery to carrier. Title to any new or replacement parts or items supplied by ME Plating during the course of repairs shall pass to Buyer upon delivery to the carrier.

**II. PAYMENT** Payment terms are Cash in Advance (CIA) or Cash on Delivery (COD) from submittal date of ME Plating's invoice, unless otherwise agreed to and so notified prior to shipment. Payment terms are subject to credit verification.

**III. WARRANTY** Unless otherwise agreed, ME Plating warrants to Buyer that all goods repaired or overhauled, will be free from defects in workmanship and will contain materials required by the applicable specifications furnished in connection with the necessary repairs or overhaul.

**REPAIR:** If within 6-months (unless specifically stated otherwise under separate notification) from the time of delivery to Buyer any such goods are found to be defective in workmanship, ME Plating will repair or replace (at ME Plating's option) such goods;

**OVERHAUL:** If within one (1) year (unless specifically stated otherwise under separate notification) from the time of delivery to Buyer any such goods are found to be defective in workmanship, ME Plating will repair or replace such goods, (at ME Plating's option); at its expense, with reasonable promptness, with any returned product being rewarranted for the unexpired term of the original warranty provided and conditioned that:

- A. The affected part shall not have been previously altered, repaired, or serviced by anyone other than ME Plating; and
- B. The ME Plating repair tag on affected part shall not have been altered or removed; and
- C. The affected part shall not have been misused; and
- D. The affected part shall be shipped or brought to ME Plating, freight prepaid, and shall be accompanied by all necessary information pertaining to when the part was originally repaired

or overhauled by ME Plating including the applicable purchase order number and date of Buyer receipt of said part.

E. The affected part shall be shipped or brought to ME Plating, freight prepaid, and shall be accompanied by all necessary information pertaining to when the part was originally repaired or overhauled by ME Plating including the applicable purchase order number and date of Buyer receipt of said part.

**EXCLUSIONS:** Said warranty shall apply only to the extent of repairs performed by ME Plating, and when goods have been installed, operated, and maintained in accordance with applicable Manufacturer's specifications. Piece parts or subassemblies exhibiting evidence of normal wear and tear are not covered by this warranty. No agreement varying or extending the foregoing warranties will be binding upon ME Plating unless in writing, signed by a duly authorized officer of ME Plating. The foregoing warranty is expressly given only for the benefit of Buyer and may not be transferred or assigned to any third party without the prior written consent of ME Plating.

THE FORGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN BY ME PLATING AND ACCEPTED BY BUYER IN LIEU OF (I) ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PURPOSE; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY, ARISING UNDER THIS AGREEMENT, THE LAW OF CONTRACTS, OR THE LAW OF TORTS (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) AGAINST ME PLATING, WHETHER OR NOT ARISING FROM THE NEGLIGENCE ACTUAL OR IMPUTED, OF ME PLATING OR ANY OTHER PARTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED ABOVE.

**IV. INSPECTION** Buyer shall hold any repaired or overhauled items which appear to be nonconforming for ME Plating's instructions, which instructions shall not be unduly withheld. Buyer shall not delay payment of any invoice pending inspection.

**V. EXCUSABLE DELAY** Buyer acknowledges that any delivery dates are based on the assumption that there will be no delay due to causes beyond the reasonable control of ME Plating. ME Plating shall not be liable for any delay, non-



delivery, or other failure to perform due to delays of suppliers, acts of God, or the public enemy, compliance in good faith with any applicable foreign or domestic government law, regulation, or order (whether or not the same proves to be valid or invalid), fires, riots, labor disputes, unusually severe weather, epidemics, quarantine restrictions, embargoes, or any other like or unlike causes which is beyond the reasonable control of ME Plating. To the extent that any such cause delays delivery by ME Plating, the time for performance shall be extended for as many days beyond the delivery date as required to obtain removal from such causes. The provisions of this paragraph (V) shall not relieve ME Plating from using its reasonable efforts to avoid and remove any such causes, and to continue performance with reasonable dispatch whenever such causes are removed.

**VI. LIABILITY LIMITATION** Buyer agrees that under no circumstances shall ME Plating be liable for (a) any special, indirect, incidental, or consequential losses or damages, or (b) for any loss of profit, loss of use, loss of opportunity, or any cost, or damage resulting from such loss. Without extending or modifying the warranties set forth above, Buyer agrees that in no event will ME Plating be liable for any expenses, losses or damages exceeding the cost of repair or replacement of the items repaired or overhauled. Any damages paid, as well as any expenses incurred, and any settlements made, concerning any repaired or overhauled item shall be credited against ME Plating's aggregate liability to Buyer.

**VII. TAXES** In addition to the agreed price of any services, any and all taxes (excluding income or excess profit taxes) which may be imposed by any taxing authority arising out of the sale, delivery, or use of the repaired or overhauled items and for which ME Plating may be held responsible for collection or payment, either on its own behalf or behalf of Buyer, shall be paid by Buyer to ME Plating upon ME Plating's demand.

**VIII. GOVERNING LAW** Any and all disputes concerning interpretation or enforcement of these Terms and Conditions shall be governed by the laws of the State of Florida, as though any and all acts or omissions occurred within the State of Florida. Buyer agrees that any legal action against ME Plating shall be brought in the state and federal courts for Miami-Dade County in the State of Florida. Buyer hereby consents to venue and jurisdiction in said courts.

**IX. THESE TERMS AND CONDITIONS CONTROL** These Terms and Conditions shall govern all transactions by ME Plating. Any acceptance of these Terms and Conditions is limited to acceptance of the express terms contained herein. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of these Terms and Conditions in any purchase order or other documents sent by buyer is hereby objected to in writing by ME Plating. Any such variance shall be deemed a material alteration of these Terms and Conditions. If these Terms and Conditions shall be deemed to be an acceptance of a prior purchase order by Buyer, such acceptance is limited to the express terms contained herein. Any  
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additional terms or any attempt by Buyer to vary in any degree in any of the terms of these Terms and Conditions shall be deemed material and objected to and rejected unless agreed to in writing signed by ME Plating.

**X. MATERIALS** Buyer's property returned after repair or overhaul by ME Plating may contain new or reconditioned parts, or parts other than those contained in Buyer's property when delivered to ME Plating.

**XI. WIRE TRANSFERS** All wire transfers of funds are subject to a \$35.00 USD wire transfer fee. Credit card payments are subject to 4% processing fee.