



## **Marshall E. Campbell Co.'s Standard Terms and Conditions**

### **A. Sales Policy**

1. Marshall E. Campbell Co. (MEC) sells primarily to businesses. We do, however, sell to individuals through the use of credit card or cash transactions.

### **2. Prices**

MEC's website will display your net cost on all items in the catalog. All prices in the e-catalog are subject to change without prior notice.

Prices listed in our catalog do not include freight, handling fees, taxes or any possible added charges like duty.

Marshall E. Campbell Co reserves the right to accept or reject any order.

### **3. Sales Tax**

Customers are responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate. When placing an order, customer shall indicate which products are tax exempt.

### **4. Payment and Credit Terms**

MEC will accept cash, checks, money orders, Visa, MasterCard, and American Express. For customers with established MEC credit, payment terms are net thirty (30) days from the date of shipment or pick-up. All credit extended by MEC to a

customer and the limits of such credit, is at MEC's sole discretion, and may be reduced or revoked by MEC at any time, for any reason. MEC reserves the right to charge a convenience fee for late payments. MEC further reserves the right to charge customer a late payment fee at the rate of one and one-half percent (1-1/2%) of the amount due for each month or portion thereof that the amount due remains unpaid, or such amount as may be permitted under applicable law. Anticipation and cash discounts are not allowed. Export orders are subject to special export payment terms and conditions. All payments must be made in U.S. dollars. MEC shall have the right of set-off and deduction for any sums owed by customer to MEC

If customer fails to make payment within thirty (30) days of shipment or pick-up, or fails to comply with MEC's credit terms, or fails to supply adequate assurance of full performance to MEC within a reasonable time after requested by MEC (such time as specified in MEC's request), MEC may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order.

Customer agrees to assume responsibility for, and customer hereby unconditionally guarantees payment of, as provided herein, all purchases made by customer, its subsidiaries and affiliates. Each of customer's subsidiaries and affiliates purchasing from MEC will be jointly and severally liable for purchases with customer, and customer is also acting as agent for such subsidiaries and affiliates.

#### **5. Security Interest**

Customer hereby grants to MEC a first priority purchase money security interest and/or chattel mortgage in the products and any accounts receivable or cash from resale thereof until full payment is made to MEC. Customer agrees to file, or permit MEC to file, any financing statements or other appropriate documents with its governmental authorities to perfect the validity, priority, and enforceability of MEC's lien or security interest.

#### **6. Credit Balance**

Customer agrees that any credit balance(s) issued by MEC will be applied to customer's account within one (1) year of its issuance. **IF CUSTOMER HAS NOT REQUESTED THE CREDIT BALANCE WITHIN ONE (1) YEAR, ANY REMAINING CREDIT BALANCE WILL BE CANCELLED, AND MEC SHALL HAVE NO FURTHER LIABILITY.**

#### **B. Freight Policy**

Products are shipped F.O.B. shipping point, with freight costs and handling fees paid by MEC and charged to customer. Orders over U.S. \$1000 before tax and freight (including any backorders) are shipped freight free. C.O.D. shipments are not permitted. Other terms and conditions may apply for additional freight services ("Additional Freight Services"), including without limitation, expedited same day delivery, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments outside the contiguous U.S., or other special handling by the carrier. Any extra charges incurred for Additional Freight Services must be paid by customer. Fuel surcharges may be applied. Title and risk of loss pass to customer upon tender of shipment to the carrier. If the product is damaged in transit, customer's only recourse is to file a claim with the carrier.

## **C. Product Information**

### **1 Product Return**

To process your request as efficiently as possible, in the event that you need to return an item, please note our return policy:

- MEC must approve return of item(s) before customer can send back
- Email ([sales@mecampbell.com](mailto:sales@mecampbell.com)) or call MEC (800-462-4050) to request a returns good authorization number (returns will not be accepted unless accompanied by this number). RMA number along with MEC invoice number, quantity and part number(s) being returned must accompany material coming back.
- Returned product must be in original packaging ,unused, undamaged, and in saleable condition. If these conditions are not met then credit will not be issued.
- Proof of purchase is required at all times.
- Prior to issuing credits, all return material is subject to inspection.
- Materials returned after 90 days from date of shipment will not be accepted.
- Parts that MEC does not stock and were special ordered in are subject to the respective manufacturers return policy. This varies from manufacturer to manufacturer with some manufacturers having 10 to 20% restocking charges while other manufacturer's return policy is no returns at all. It is MEC's policy to mirror the manufacturers return policy on their respective items. On parts that MEC does not have in stock and the customer might have the possibility of returning, it is MEC's suggestion that the customer requests MEC find out what the manufacturer's return policy is so the customer knows that before ordering.
- Claims for discrepancies in shipment must be made within seven days of receipt of order or they will not be accepted. Freight charges will be paid by MEC for any shipping error that is deemed to be MEC's fault.
- Customer pays all return freight charges.
- C.O.D. returns will not be accepted.

- Cut to length products and custom fabricated products are not returnable.
- As long as the above conditions are met, for any parts and quantity (at time of order) that were purchased out of MEC's inventory, full credit will be issued.

## **2. Website Information**

MEC reserves the right to correct any of its information on their website. Product depictions on the website are for illustrative purposes only. .

## **3. Product Substitution**

Products may be substituted and may not be identical to website published descriptions and/or images.

## **4 Occupational Safety and Health Administration ("OSHA") Hazardous Substance**

Material Safety Data Sheets ("MSDS") for OSHA defined hazardous substances are prepared and supplied by the manufacturers. **MEC MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL LIABILITY TO ANY CUSTOMER OR USER WITH RESPECT TO THE ACCURACY OF THE INFORMATION OR THE SUITABILITY OF THE RECOMMENDATIONS IN ANY MSDS. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY RELIANCE ON OR USE OF ANY INFORMATION, AND FOR USE OR APPLICATION OF ANY PRODUCT.**

## **5 Custom Product**

Customer may order custom products ("Custom Product(s)") created to customer's specifications. MEC is not responsible for verifying or confirming the accuracy of specifications provided by customer to MEC for custom products. All custom products are sold on a final sale basis only, and no cancellations, returns, refunds or credits are allowed.

## **6. Cancellation**

All product order cancellations must be approved by MEC, and may be subject to restocking fees and other charges.

## **7. Force Majeure**

MEC shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of MEC in the conduct of its business.

#### **8. Assignment**

Customer shall not assign any order, or any interest therein, without the prior written consent of MEC. Any actual or attempted assignment without MEC's prior written consent shall entitle MEC to cancel such order upon notice to customer.

#### **9. No Third Party Benefit**

The provisions stated herein are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.

#### **10. Waiver, Choice of Law and Venue**

The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent non-performance of any such term or condition by the other party. All transactions shall be governed by the laws of the State of Michigan, excluding its conflict of law rules, and venue shall either be in the state courts in Port Huron, Michigan, or the federal courts in the state of Michigan.

#### **11. Severability**

If any portion of these terms and conditions is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable term shall be severed from these terms and conditions, and the remaining terms and conditions shall be valid and fully enforceable as written.

#### **12. Modification of Terms**

MEC's acceptance of any order is subject to customer's assent to all of the terms and conditions set forth herein. Customer's assent to these terms and conditions shall be presumed from customer's receipt of MEC's acknowledgment, or from customer's acceptance of all or any part of the products ordered. No additions or modifications of MEC's terms and conditions by customer shall be binding upon MEC, unless agreed to in writing by an authorized representative of MEC. If a

purchase order or other correspondence submitted by customer contains terms or conditions contrary or in addition to the terms and conditions contained herein or in MEC's acknowledgment, MEC's fulfillment of any such purchase order shall not be construed as assent to any of the terms and conditions proposed by customer, and will not constitute a waiver by MEC of any of the terms and conditions contained herein or in MEC's acknowledgment.

### **13. Complete Agreement**

The terms and conditions in: (i) MEC's (ii) acknowledgments, (iii) quotations; (iv) invoices; (v) websites; and (vii) extension of credit are incorporated herein by reference, and constitute the entire and exclusive agreement between customer and MEC.

## **D. Warranty Policy**

### **1. LIMITED WARRANTY**

SUBJECT TO MANUFACTURERS EVALUATION AND APPROVAL, PRODUCTS DEEMED DEFECTIVE WILL BE REPLACED, OR FULL CREDIT WILL BE GIVEN. ALL WARRENTIES CLAIMS WILL BE GOVERNED BY THE RESPECTFUL MANUFACTURERS POLICY.

UNDER NO CIRCUMSTANCES SHALL MEC BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR PROFIT, SOFTWARE DAMAGE OR EQUIPMENT DAMAGE ARISING OUT OF THE USE, OR INABILITY TO USE, THE MATERIALS ON THIS SITE, EVEN IF MEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT YOUR USE OF THESE MATERIALS RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS, INCLUDING LABOR COSTS, OR EXPENSE FOR SUCH NEEDS.

### **2. WARRANTY DISCLAIMER**

The materials on this site are provided "as is" without warranties of any kind either express or implied. All information of this site is subject to change without notice. To the fullest extent possible pursuant to the applicable law, MEC disclaims all warranties, expressed or implied, including, but not limited to, implied warranties, fitness for a particular purpose, non-infringement or other violation of rights, MEC does not warrant or make any representations regarding the use, validity, accuracy, or reliability of, or the results of site. MEC does not warrant that the functions contained on this site will be error-free or uninterrupted, that defects will be corrected, or that the site or server is free of viruses or other harmful components.

### **3. Warranty Product Return**

Before returning any product, customer shall: MEC with the following information; the original invoice number, the part number, and a description of the defect. Proof of purchase is required in all cases and is subject to manufacturers guidelines.

### **4. Product Compliance and Suitability**

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for a particular purpose. MEC does not guarantee compliance or suitability of the products it sells with any laws, codes or regulations, nor does MEC accept responsibility for construction, installation and/or use of a product. It is customer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the products are compliant.

### **5. Cross-Reference Information**

Product cross-reference comparisons do not imply that products are available or perfectly comparable. **CROSS-REFERENCED PRODUCTS ARE NOT REPRESENTED OR WARRANTED AS FUNCTIONAL OR PERFORMANCE EQUIVALENTS.** Customer shall review all cross-referenced product specifications prior to purchase and use to determine suitability of the product for customer's intended use.