



# Proposal Terms and Conditions

Effective January 1, 2022

Due to market volatility, the pricing supplied in this proposal may be subject to Vendor surcharges and price increases. Please contact your Sales Associate for further details.

1. Prices quoted are F.O.B. shipping point, freight allowed to jobsite. Sales and Use Tax included where applicable. (The price or prices stated in this proposal are based on prices for component materials, labor rates applicable to fabrication and freight rates in effect as of the date of this proposal).

2. Terms of payment. Net 30 days subject to credit approval at time of order with no retention withheld. Past due accounts are subject to 1-1/2% per month service charge. **Paid When Paid** are never acceptable terms and are by default declined on any purchase order or subcontract.

3. MPM Industries, Inc. reserve the right to add a surcharge to any invoice paid with a credit card.

4. Delays in ordering, shipping, etc. may result in additional costs.

5.

Acceptance terms are receipt of an executed copy of this proposal or an Owner/Contractor's executed purchase order with mutually agreed upon terms.

6. For purposes of this Proposal, the entity accepting this Proposal shall be referred to as the "Owner/Contractor".

7. MPM Industries, Inc. is not responsible for providing any related or unrelated products that may or may not be made of similar materials to those being bid unless specifically indicated but is only responsible for providing of the specific items listed in this Proposal at the quoted prices. Further, in the event the terms of the final construction documents for the above project differ from the specifications, plans and addenda submitted to MPM Industries, Inc. prior to the preparation of this Proposal, MPM Industries, Inc. is only required to perform under the terms of this Proposal and not the terms of final construction documents. The parties to this Proposal agree that the terms of this Proposal shall be incorporated into the final construction contract as if fully set forth therein.

8. Prices for additional materials requested by Owner/Contractor not included in this proposal may vary from the prices quoted in this Proposal due to changes in market conditions.

9. MPM Industries, Inc. is not responsible for any product listed only on Mechanical or Electrical drawings and not listed on architectural plans.

10. The information contained in this Proposal and the rights of each party under this Proposal are personal to that party and may not be assigned, transferred, or used by any other person, firm, corporation, or other party without the prior, express, and written consent of the other party.

11. The failure of either party to this Proposal to insist upon the performance of any of the terms and conditions of this Proposal, or the waiver of any breach of any of the terms and conditions of this Proposal, shall not be constructed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

12. MPM Industries, Inc. shall not be responsible for claims arising out of improperly drawn blueprints, plans, specifications, architectural drawings or the acts or failure to act of the Owner/Contractor, other contractors, subcontractors, engineers, architects, material suppliers or other agents or employees of the Owner/Contractor; nor shall MPM Industries, Inc. be responsible for damages to persons or property occasioned by the Owner/Contractor or other contractors, subcontractors, engineers, architects, material suppliers or other agents or employees of the Owner/Contractor, third parties, fire, explosion, accidents, flood, strikes, shortages, acts of God or other happenings beyond its control. The Owner/Contractor shall hold and save MPM Industries, Inc. completely harmless from, and shall indemnify MPM Industries, Inc. against all claims, demands, actions, causes of action, costs, damages, losses, and expenses, including, but not limited to, claims arising from delay of the project, claims arising out of the injury or death of any person, claims arising out of lost profits or income, claims arising out of property damage, claims arising from causes enumerated in this paragraph, including judgments and reasonable attorney's fees.

13. If any action is filed in relation to this Proposal, the unsuccessful party in the action shall pay to the successful

party, a reasonable sum for the successful party's attorney's fees.

14. MPM Industries, Inc. policy is not to accept any material returns except for defective material or a seller's ordering error. All material purchased from MPM Industries, Inc. is considered special order material and may not be returned for credit. Excess material purchased by the buyer is the buyer's responsibility.

15. In the event any of the materials supplied by MPM Industries, Inc. are incorrect or defective, the liability of MPM Industries, Inc. for the incorrect or defective material is limited to the replacement or repair of the defective material and not for any incidental or consequential damages suffered by Owner/Contractor or a third party. MPM Industries, Inc. must be notified of any product defects or incorrect materials prior to installation and shall be given the option to repair or replace any defective or incorrect products. MPM Industries, Inc. will not be responsible for any back charges from Owner/Contractor or a third party for the repair, replacement, or omission of any products unless specifically agreed to in writing prior to the performance of the work.