

## MWE North America

### Standard Terms and Conditions

### Prices

Please note that all prices are U.S. dollars. Shipping/Transit and crating charges are additional. All prices are subject to change without notice.

MWE NA Price Lists represent the Manufacturer Suggested Retail Price (MSRP) and requires all Authorized Dealer Partners to reflect MSRP on all purchase documents. Dealer is responsible for discount strategies from MS

Purchase Orders shipped within the state of Florida may be subject to Florida State Sales Tax (amount varies by county)

### Acknowledgements

When a PO is received, MWE NA will provide a PO Confirmation. This will detail all order specifications and requires Dealer approval prior to production of product. By submitting your approval, you are acknowledging all details are correct and products are appropriate for the end-user's application. MWE, NA is not responsible for order detail or application suitability once approval has been provided.

Invoices are considered final and do not require approval.

### Sellers Invoice

The dealer will be invoiced upon approval of the "PO Confirmation". Confirmation approval must be submitted via email.

### Payment Terms

All orders are considered "Pre-Pay" and must be paid prior to production if account terms have not been established.

"Pre-Pay" dealer accounts require payment to be received, in full, prior to production of an approved PO Confirmation. To be eligible for additional payment discount, payment must be received within 7 business days of receipt of invoice.

If Terms are granted - the dealer agrees to pay within set guidelines. MWE NA reserves the right to revoke account Terms at any time.

All orders are required to be paid in full prior to shipping.

### Late Charges – For Accounts with Credit Terms

Late charges of 1.5% of invoice balance or \$30, minimum, will be applied monthly for overdue invoices.

### Cancellations

Cancellations are at the desecration of MWE, NA. Any account credit requested for the canceled order will be handled on a case-by-case basis.

### Motor Freight Deliveries

Orders too large to ship standard ground delivery (eg. Fed Ex) will ship via consolidated motor freight (LTL). Shipments are coordinated by MWE NA. All LTL charges are based off shipment being delivered to a commercial address and delivered curb side. Receiver is responsible for removing the crate(s) from the delivery truck and moving them to the location intended for storage.

Additional fees for residential address delivery, appointment delivery, call-ahead delivery, limited access delivery and lift gate service are subject to additional charges.

If additional services, not originally included, are requested at the time of delivery or if address changes are required during transit additional charges may be invoiced.

The receiver must inspect the shipping crate before accepting/signing for receipt. Any visible damages must be stated in writing on the delivery BOL/receipt documents - or refuse to accept delivery and contact us immediately for further instructions.

Purchaser has **3 days** from the time of delivery to file any claim for thought to be missing or damaged items.

### Tracking Information

Tracking information for shipments to your final "Ship To" address will be provided via email. We strive to provide all tracking information the day it becomes available. Tracking information made available after 4pm EST may be provided the next business day.

Shipping updates for all international consolidated shipments are available online via the MWE NA dealer portal. All information is intended for general purposes only, not contractually binding and may change without notice.

### Defective/Damaged/Missing Product Policy

Please inspect your order within **3 business days** to insure proper items, quantities, and to be sure all material is free of defects. If you have received a product that you feel is possibly defective/damaged or is missing parts you must contact MWE NA within **3 business days of arrival** and a case will be opened for you. Failure to provide notice within 3 days constitutes waiver.

**NOTE: In the event a product is damaged by others or improperly installed, MWE NA is not responsible for any damage to the product or surrounding area.**



**Returns**

Please contact MWE NA in writing for a "Return Goods Authorization" (RGA). US stocked goods are only credited if a customer has been issued an RGA and the goods are received in saleable condition. Once the goods are received, MWE NA will issue a credit memo, which can be applied to your next payment. Credits are only given via account credit. If the items are not returned within 14 days, the RGA is voided. Custom special-order products, including custom finished products, are not returnable. All approved returns are subject to a 20% restocking fee.

Merchandise returned must meet the following criteria upon inspection: original packaging, all parts, pieces & instruction manuals. If during inspection it is noted that an item has been installed no credit will be issued. MWE, NA is not responsible for shipping charges on returns.

**Return of Defective/Damaged Product Instructions**

To return a defective/damaged product you must do the following: Please ensure that you package your item(s) per the carrier's guidelines, so if your package(s) is damaged in transit being returned, you will have a better chance of getting your freight claim accepted by the carrier you chose to return the item(s). From experience this is VERY important, because if the item(s) are refused by MWE NA because of shipping damage the only means for you to get your money back is through a freight claim with the carrier you chose.

All items are inspected once returned to our warehouse and if the item is found non-defective the item will be returned to you and shipping charges will apply. If the returned item is found to be defective replacements will be sent and your shipping costs will be made available as a credit towards a future order. Failure to follow these instructions may result in additional fees or a denied claim. Seller agrees to pay for shipping of the items coming back to MWE NA

Seller is responsible for fully insuring (for full purchase price) the items coming back to MWE NA

**Logo / Quality Assurance**

All Dealers must comply to the information detailed within the "Logo Guidelines".

**Product Rights Reserved**

Product Design: Mario Wille, MWE NA Stainless Steel Manufacturer, 2019. All rights reserved. Product Design, pictures, and texts are protected by copyright.

Any use of the pictures, texts or parts thereof requires the express written permission of MWE NA Stainless Steel Manufacturer.

**Tier 1 Dealer Responsibilities**

Consideration of MWE, NA, Tier 1 Dealer territories must be taken when setting up dealers. Territories are established on a case by case basis. All

potential new dealers will be carefully vetted and presented to Tier 1 Dealers who will be most effected by proximity. Any conflicts will be avoided.

**Governing Law**

Dispute resolution. These Terms and Conditions are governed by the laws of the state of Florida. Any related claim shall be resolved by litigation in a court located in Broward County, Florida.

**2 Year Limited Warranty**

MWE, N.A. Corporation ("Seller") warrants that the Products purchased from Seller be free from defects in material and workmanship for a period of two (2) years from date of shipment.

Seller's liability under this warranty is expressly limited to repairing or replacing, at Seller's option, any Product that, in Seller's sole judgment, does not meet the warranty set forth above. SELLER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Seller's liability under this warranty shall not include any transportation charges or cost of installation, replacement, field repair, or other charges related to returning Products to Seller, or any liability for direct, indirect, or consequential damage or delay. Products or parts for which a warranty claim is made are to be returned transportation prepaid to Seller. Any improper use, operation beyond intended usage, substitution of parts not approved by Seller, or any alteration or repair by parties other than Seller that Seller's sole judgment affects the Product materially and adversely shall void this warranty. NO EMPLOYEE OR REPRESENTATIVE OF SELLER OR ANY OTHER PARTY SHALL BE AUTHORIZED TO CHANGE WARRANTY IN ANY WAY OR GRANT OTHER WARRANTY UNLESS SUCH CHANGE IS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER AT ITS HOME OFFICE. SELLER'S LIABILITY WILL IN NO EVENT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE RETURNED PRODUCTS. SELLER SHALL HAVE NO LIABILITY TO ANY PERSON UNDER ANY CIRCUMSTANCE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

I have read and agree to the MWE NA Terms & Conditions

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_