

Term and Conditions

Prices: All prices are F.O.B. the factory. Prices and specifications are subject to change without notice. Prices do not include applicable taxes, special handling or installation charges. Possession of a price list is not an offer to or agreement to sell. We reserve the right to change prices without notice. We are not responsible for typographical errors. In the event a price or description is found to be incorrect, the correct information will be communicated to you when the order is received.

Credit Terms: Open account status is only granted after a completed credit application is received and approved.

Payment Terms: Terms for open account are net 30 days. Terms for orders without open account will be determined by **MTContract** on an order-by-order basis and may require prepayment or a 50% deposit with order and the balance prepaid before shipment.

Orders: Orders must be in writing. Emailed or faxed orders are acceptable. Processing of orders and ship date assignment will not begin until a signed acknowledgement is received.

Acknowledgements: Orders are accepted, manufactured and invoiced based on written acknowledgements issued by **MTContract**. All orders are considered correct as acknowledged. Notify **MTContract** immediately of any order discrepancies. Acknowledged orders may not be changed or cancelled without written consent from **MTContract**.

Changes to Orders: Changes to orders already in process may be subject to a fee covering the cost to make the requested change. If a fee is necessary a written authorization of acceptance will be required. All requests for changes are subject to approval by **MTContract**.

Cancellation of Orders: All orders received by **mediatechnologies®** are considered firm and cannot be cancelled without our approval. A cancellation fee may be required based upon cost incurred by **MTContract** prior to receipt of a cancellation request.

Returns: Returns are not accepted without a Return Goods Authorization issued by **MTContract**. Unauthorized returns will not be accepted. Returns may be subject to a restocking fee.

Shipping Terms: All orders will be shipped F.O.B. shipping point with freight charged collect. Shipping weights listed are net.

Routing: Shipments will be routed "best way" or as specified. Instructions will be followed as closely as possible, however, **MTContract** reserves the right to make changes due to local conditions or other circumstances.

Freight Damage: Legal title to merchandise passes to the buyer upon acceptance by the carrier. All cartons must be carefully inspected at the time of delivery. Visible damage should be noted on the delivery receipt. In the case of concealed damage, the carrier must be notified within (5) days. It is the buyer's obligation to seek recourse against the shipper. Please inspect all received packages very carefully as concealed damage claims are not likely to be approved.

Shortages: Shipments should be inspected upon receipt for shortages. Shortages must be reported to **MTContract** in writing within (5) days of receipt. Shortages reported after 5 days are subject to purchase.

Shipping Address: MTContract
892 Industrial Park Drive
Shelby, MI 49455

Warranty: All standard products manufactured by **MTContract**, unless otherwise covered by a product specific guarantee and or warranty, are guaranteed against defective material and workmanship for a period of five (5) years from the date of purchase.

MTContract does not warranty any product or hardware which has been installed incorrectly, exposed to high humidity, moisture and extreme temperatures for long periods, excessive loads, misuse, abuse or was not manufactured by **MTContract**. We will repair or replace, at our discretion, any defective item without cost to our customer.

This is customer's sole and exclusive remedy against us. No delay in shipment or delivery shall give rise to any liability for damages whatsoever. We are not liable for defects caused by customer or any third party. Customer is not authorized to make any repairs whatsoever or to deduct any amount from the purchase price.

In no event shall our liability under this warranty exceed the purchase price. In no event shall we be liable for incidental, special or consequential damages. We disclaim all other warranties, express or implied, as to any matter whatsoever, including without limitation, quality, design, performance, specifications, samples, condition, merchantability and fitness for any particular purpose. No action may be commenced for breach of this warranty more than six months after the cause of action accrues and any such action may only be brought in the county of Oceana, State of Michigan.



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