



# **MOLINE ELECTRIC MOTOR & MACHINE, INC**

## **REPAIR TERMS AND CONDITIONS**

### **1. ACCEPTANCE**

All orders are subject to acceptance by Moline Electric Motor & Machine, Inc ("Moline"). Any acceptance by Moline of a Customer's order is expressly made conditional on Customer's agreement to any additional or different terms and conditions contained herein, and all sales and charges of the products listed herein shall be, in the case of conflict between the terms and conditions of Customer and Moline, interpreted and governed exclusively by the terms and conditions contained herein. Moline shall not be bound by any terms and conditions proposed by Customer, whether in its purchase order or otherwise, which are additional to or different from the terms and conditions set forth herein, unless and only if accepted in writing.

### **2. PRICE POLICY**

Any quotes submitted to Customer by Moline and all terms therein, whether as to scope of work, quantities, specifications, pricing, timing or other specific requirements, shall be valid for no longer than seven (7) calendar days from the date of such quote. No quote is valid unless Customer receives it in writing from Moline. The information contained in any correspondence provided by Moline to the Customer shall be considered proprietary and only be shared with parties directly related to the scope of work. Shipping and delivery fees contained within all quotes are estimates only and are subject to change to match the pricing determined at the actual time of shipment.

If any equipment is evaluated for repair and a quote is provided to the Customer, but the repairs are declined by the Customer, an inspection fee proportional to the time and material required to estimate the repair will be invoiced to the Customer. Inspection fees will differ depending on the size and scope of the equipment repair. In addition, if repairs are declined, equipment that was disassembled for inspection will not be reassembled. All parts will be returned unless Customer requests disposal.

Inspection fees will be invoiced if a repair quote is not approved within thirty (30) days of the quotation date. Storage fees will be invoiced thirty (30) days thereafter the initial 30-day quotation period. These fees are applied to cover costs associated with equipment handling and storage during extended decision periods.

### **3. TAXES**

Moline's quotes and prices do not include any applicable sales, use, excise, value added or similar federal, state, and/or local taxes; and the amount of any such tax which Moline may be required to pay or collect will be added to each invoice unless the Customer has furnished Moline with a valid Tax Exemption Certificate or Resale Certificate acceptable and approved by the taxing authorities. Where a Customer fails to furnish the required documentation, the previously unpaid sales, use, excise, or similar tax will be billed to the Customer.

### **4. PAYMENT TERMS AND INSTRUCTIONS**

All payment terms are Net 30 or credit card. A 3% fee will be added to all credit card transactions. Customer shall pay Moline in full within thirty (30) days of receipt of any applicable invoice. A late fee of 1.5% percent per month (18% per annum), or the maximum contract rate permitted by law, shall be assessed on all past due invoices. For long term tasking that requires progressive billing, invoices will be provided at 30 day intervals for payment and shall be paid within 30 days of receipt.

If Customer defaults on any invoice, or if Moline determines in its sole discretion that Customer will be unable to meet its financial obligations to Moline, Moline shall have the option to any or all of the following: (a) withhold any further provision goods or services, as applicable, until Customer's account is paid in full; (b) require full or partial payment in advance of future goods or services; (c) retain possession of equipment or goods repaired, modified, inspected, tested, maintained or serviced under the Order until all invoices are paid in full. Moline reserves the right to hire an attorney, should collections be needed. Customer agrees to pay Moline all attorney fees, collection fees, and all out of pocket expenses incurred during the collection process.

### **5. DELIVERY**

Shipping and/or delivery dates given by Moline are approximate and are based on prompt receipt of information, equipment, or access to the equipment at the customer's site as necessary for inspection or repair. Moline's lead times are listed on each quote and are estimates only. These lead times are not promised or guaranteed and are subject to change. Moline will make every effort to meet the scheduled dates, however, shipping delays and parts availability can affect delivery.

Moline will ship all material to Customer FOB point of origin unless otherwise specified in writing. Moline shall not be responsible for delivery delays beyond its control and in no event shall Moline be liable for any loss or damage resulting from its failure to deliver the services within the time specified herein, as a result. In addition, Moline shall not be responsible for any loss or damage of equipment or material in transit. Customer shall look solely to the carrier for the damages related to transportation of product.



## 6. CHANGES

Customer may, with the express written consent of Moline, make changes to the specifications for equipment, services or work covered by the contract. The contract price and delivery dates shall be adjusted accordingly for the changes requested, and a written quote supporting the changes will be provided to the Customer for review and approval. Moline shall be entitled to payment for any lost time because of work stoppage, increased labor and material costs, administrative costs and any additional expenses incurred as a result of the change. Customer will be responsible for all labor and material that has been used, purchased or has been rendered unnecessary at the time the change is requested. Invoicing for work completed up to the time of the change request will be provided to the Customer, if warranted by delays.

Moline reserves the right to charge Customer for warehouse storage incurred by any delay or change in Customer pickup or work completion.

If Customer requests that Moline store any goods or equipment purchased by or supplied by Customer, at a Moline facility, then a storage fee will be applied, and billed based on the storage, maintenance and care requirements of the equipment while stored.

## 7. CANCELLATION

Moline shall be entitled to terminate this agreement in the event the Customer breaches or violates any term of this agreement and Customer fails to remedy the violation within five (5) working days. In the event of any cancellation of this agreement by either party, the Customer shall pay Moline the reasonable cost and expense, including engineering expense and all commitments to its suppliers and subcontractors, incurred by Moline prior to receipt of notice of such cancellation, plus Moline's usual rate of profit for similar work.

## 8. FORCE MAJEURE

Neither Customer nor Seller shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement caused by circumstances beyond the reasonable control of that party, including but not limited to adverse weather conditions, natural disasters, fires, floods, explosions, earthquakes, nuclear disasters, insurrection, riots, acts of terrorism, war, and acts of Government (a "Force Majeure Event").

If a Force Majeure Event occurs, then the affected party's performance under this Agreement shall be suspended for the period that the Force Majeure Event continues, and the party will have a reasonable extension of time for performance of its obligations in the circumstances.

## 9. ABANDONED GOODS

Abandoned goods are any equipment or goods of Customer that remain in Moline's possession for at least thirty (30) days after the date of arrival at the delivery destination where no repair has been authorized by Customer or where Customer has not requested that the goods be returned. After 30 days and after reasonable communication with Customer, all abandoned goods shall become the property of Moline to be used and/or disposed of as deemed necessary and appropriate by Moline.

## 10. WARRANTY

### WARRANTY PERIOD

All repair, inspection, test, service, modification, or maintenance sold or serviced by Moline is warranted to be free from defects of material and workmanship and to conform to any applicable drawings, specifications, or written documents approved by Moline for a period as detailed below:

- Recondition: Ninety (90) days from date of shipment.
- Standard Rewind: One (1) to two (2) year in service depending on specific application
- Services: Ninety (90) days after services have been rendered.

The above warranties shall be based on equipment properly operated within normal parameters, with competent supervision under normal load, usage, and conditions.



#### A. WARRANTY – REPAIR, MODIFICATION, REBUILD

If within the period specified above Moline receives from the Customer written notice of any alleged defect or non-conformity and if the services provided are found not to be in conformity with this warranty (the Customer having provided Moline reasonable opportunity to perform any appropriate test thereon), then Moline will, at its option, correct such nonconformity or supply a replacement thereof. This warranty shall only apply to parts repaired or replaced by Moline. No separate warranty shall apply to repaired equipment as a whole or to parts not repaired or replaced by Moline.

Moline is an Authorized Service Center for warranty repairs for all Baldor and US Motor brands. Moline also has the capability of providing warranty repairs for most motor brands and types if they are part of the EASA network. Repairs that are within the warranty period for other than Baldor and US Motor brands must be approved with Moline prior to inspection and repair to verify their eligibility for repair covered by warranty. All warranty inspection and repair costs will be the responsibility of the Customer if the manufacturer deems the equipment is not covered under their warranty matrix.

Moline labor for motor removal, install, or transport between any location and our shop, for repair is not covered under warranty. This cost will be added as applicable. To avoid this additional cost motor can be delivered and picked up at our shop by Customer or their representative.

#### B. EXCLUSIVE WARRANTY

THESE WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS LIMITED TO THE ORIGINAL INVOICE AMOUNT. MOLINE DOES NOT WARRANT THE DESIGN OF ANY EQUIPMENT, MATERIAL, COMPONENTS OR SERVICES OF OTHERS.

#### 18. TITLE

All scrap resulting from the work shall be the property of Moline. The title and right of possession of equipment repaired, modified, inspected, tested, or maintained under this contract shall remain with the Customer, subject to any applicable lien rights of Moline and to its right of sale in the event of non-payment and/or abandonment.

Should Customer choose to take possession of their old motor, they will be responsible for a \$40 core charge, payable to Moline Electric.

#### 19. NO RESPONSIBILITY FOR ASSISTANCE OR ADVICE GIVEN WITHOUT OBLIGATION

If Moline provides Customer with assistance or advice which concerns any parts/products/service supplied hereunder or any system or equipment in which any such part/product/service may be installed and which is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Moline to any liability, whether based in contract, warranty, tort (including negligence) or otherwise.