

TERMS, CONDITIONS & WARRANTY

PRICES: All prices quoted in this list supercede all prior quotations and are subject to change. All orders are accepted on the understanding that they may be billed at prices in effect at time of shipment.

TERMS: Net 30 days, F.O.B., Chicago, IL, USA unless otherwise stated. All shipments shall be expedited and insured at Buyer's expense.

TAXES: If Sales taxes applicable, add to prices and terms quoted.

CLAIMS: MEP's responsibility ceases upon delivery of goods in good condition to transportation companies. All orders are subject to delays due to governmental actions, strikes, accidents or other causes beyond MEP's control.

TITLE AND RISK OF LOSS: Title and risk of loss shall pass to and be borne by the Buyer upon delivery of products to the 1st shipper carrier. MEP shall not be responsible for any damage to products which occur during shipment and no damage shall relieve Buyer of any obligations to MEP.

GUARANTEE: MEP warrants to Buyer that MEP manufactured products supplied will be free from defects in material and workmanship under normal and proper and operating conditions for a period of 12 months from shipment date to Buyer. MEP's obligation and buyer's sole and exclusive remedy pursuant to this warranty shall be at MEP's option, to repair or replace any product which is returned to MEP transportation charges prepaid and there determined by MEP not to be as warranted. MEP shall have no obligation if all payments due from Buyer have not been made or the product becomes defective in whole or in part as the result of repairs not made by MEP or as the result of removal, improper use, operation above rated capacities or misapplication after product has been delivered to Buyer.

MEP shall be responsible for the replacement of defective goods rejected by Buyer, provided Buyer reports defects to MEP in writing within 10 days of receipt of such goods. Claims for quantity and weight errors must be made in writing within 10 days of such goods. MEP shall not be responsible beyond replacement or repair of any defective products, including any personal injury, property damage or consequential damages resulting therefrom.

Products made by other manufacturers are not warranted by MEP and are deemed warranted only to extent of original manufacturer's warranty to MEP. If product is sold as used, it is sold without any guarantee of warranty whatsoever.

MEP makes no other warranties except as set forth herein. Buyer acknowledges that they are not relying upon MEP's skill or judgement to furnish goods suitable for any particular purpose or upon fact affirmations or promises of MEP which extend beyond specifications mutually agreed upon in writing by MEP and Buyer.

RETURNED GOODS: Goods may be returned only with written permission. When not covered by warranty, returns will be subject to a 30% rehandling charge and all transportation charges shall be paid by shipper. Special orders are not subject to return. No modification of these terms shall be binding on MEP unless made in writing by an authorized official of MEP. If Buyer submits a purchase order to MEP containing contradictions to above terms and conditions, unless Buyer notified MEP in writing to the contrary prior to shipment, Buyer agrees to be bound to these above terms and conditions conclusively which shall be deemed to supercede any contrary provisions contained in Buyer's purchase order.

