



## TERMS & CONDITIONS

- A. **Seller** Moffitt, herein called "Seller", proposes to furnish the equipment stated below, in accordance with the latest Moffitt standard specifications and subject to the Conditions of Sale, except as modified elsewhere in this contract proposal.
- B. **Total Price for above, including freight charges.** This includes *NO* state sales tax. Any sales or use tax imposed by any taxing authority for the equipment contained in this contract is the responsibility of the Buyer. Seller is not registered and does not collect sales tax in any state except Florida. Any equipment being shipped to Mississippi will require proof of a MS Sales and Use Tax Direct Pay Permit or MS Contractor's Material Purchase Certificate.
- C. **Shipping Terms:** F.O.B. - M.C. Factory, freight prepaid and allowed. *Note: Moffitt is not responsible for any difference between actual and estimated shipping costs given to buyer for any Third-Party Bill shipments.*
- D. **Lead Time:** Starts after receipt of approved drawings and executed Equipment Contract Proposal.
- E. **Additional Items Needed:** Before we can fulfill your order, the following items are needed. Please provide the information requested below when returning the Equipment Contract Proposal. This will ensure all information contained is accurate and help speed up the processing of your order:
  - a. **Drawings are required for approval.** *NOTE:* Drawings will be forwarded under separate cover after receipt of Moffitt Equipment Contract Proposal, signed and dated.
  - b. **Invoice address:**
  - c. **Shipping Address:**
- F. **Terms of payment:** Price Quoted is for payment NET 30 days from ship/invoice date. "Pending credit review"
- G. **Method of payment (please indicate preference):**
  - 1. Invoice when shipped to address above, will pay by check NET 30\_\_\_\_\_.
  - Special invoicing instructions (attached)\_\_\_\_\_.
  - 2. Orders \$500.00 or less must be paid in advance.
- H. **This offer terminates automatically if not accepted within 30 days of the date listed above.** The final acceptance or rejection of this offer shall be made at Seller's office. Any changes to this order must be agreed upon in writing, with final approval by the Seller.

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I am an authorized representative of my Company. I have read the attached conditions of sale in part II and agree to the terms as stated. To speed up my order, my signature below is considered original.

Moffitt Job # \_\_\_\_\_

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

Buyer's Name/Title (please print): \_\_\_\_\_

Seller: Moffitt

Name: John Moffitt

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

Signed: \_\_\_\_\_

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

MOFFITT

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

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

Please check if applicable:

\_\_\_\_\_  
My Company requires a purchase order, the Purchase Order # is \_\_\_\_\_

\_\_\_\_\_  
Our purchase order is attached.

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### PRICE QUOTED IS GOOD FOR 30 DAYS

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#### SPECIAL INSTRUCTIONS

If order is placed with Moffitt for the above equipment, the enclosed Equipment Contract Proposal must be completed, signed, dated, and returned to us via email, fax, or mail before we can proceed with processing your approval drawings.

1. Title to the property sold hereunder, together with the replacement and additions thereto, shall remain with the seller until all amounts due hereunder are fully paid. In the event the property sold hereunder shall be paid for in full, title shall pass upon delivery to the carrier at the point of shipment, but neither the buyer nor the Consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. The property sold hereunder shall be and remain personal property regardless of where constructed or placed and regardless of whom shall be the owner of the land on which it is placed until all amounts due hereunder are fully paid.
2. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer and Seller, Seller may at its option defer further shipments or, without waiving any other rights it may have, terminate this contract, and retake possession of any material furnished. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or additional security for payment and if Buyer fails to comply with such requirement, Seller may terminate this contract.
3. Seller shall not be liable for failure or delay in delivery due to acts of God; differences with workmen; local labor shortages; fire; flood; or other casualty; government regulations or requirements; shortages or failure of raw materials; supplies; fuel; power or transportation; breakdown of equipment; or any other causes beyond Seller's reasonable control. In no event shall Seller be liable for any consequential damages or claims for labor resulting from failure or delay in delivery. If Buyer does not schedule unloading at the delivery site within a reasonable time, Seller may assess the costs of delay and shall not be responsible for any additional costs incurred because of such delay.
4. Claims by Buyer must be made promptly upon receipt of shipments and Seller given an opportunity to investigate. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless Buyer shall have entered full details thereof on its receipt to the carrier.
5. Both parties have agreed to terms of NET 30 days, unless otherwise stated in contract. All payments not made when due are subject to finance charges of 1-1/2% per month (18% per annum) from the due date until entire balance, including all finance charges, are paid in full. The parties agree that in the event of any litigation arising out of or relating to this transaction, the prevailing party shall recover its reasonable costs and attorney's fees and that jurisdiction and venue for such litigation shall be proper in Duval County, Florida and in the county and state where the equipment which is the subject of this transaction is incorporated into any structure.
6. Buyer may not assign its rights or interest or delegate its duties under this contract without prior written consent of Seller.
7. Failure of either party to enforce any right hereunder shall not waive any right in respect of other or future occurrences. No terms or conditions other than those stated herein and no agreement or understanding, oral or written, purporting to modify these terms or conditions, whether contained in the Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on the Seller unless hereafter made in writing and signed by its authorized representative. No proposals, negotiations, and representations, if any, made prior and with reference hereto shall have any effect unless expressed herein.
8. This Proposal shall be subject to acceptance by Moffitt. Upon acceptance, Moffitt shall have the right to begin performance. Approval drawings must be received within 30 days of approved order date, and orders released for fabrication within 60 calendar days after submittal drawings are issued by Moffitt or they will be subject to repricing or additional charges. Orders put on hold at the Customer's request or for credit reasons are subject to repricing or additional charges if on hold for more than 20 calendar days.
9. **WARRANTY:** Moffitt warrants this equipment to be free from defects in materials and workmanship for one year from date of shipment. Any units or parts which prove to be defective and are reported during the warranty period will be replaced at our option when returned to our factory, transportation prepaid. As determined by Moffitt, deterioration, or wear caused by heat, abrasive action, chemical, improper installation or operation or lack of normal maintenance shall not constitute defect and are not covered by warranty. Damage caused by any "Act of God" or any natural disaster such as Tornados, Hurricanes, Flooding, etc. are excluded from warranty coverage. The motor is warranted by the motor manufacturer for one year. If the motor becomes defective in the warranty Period, it should be taken to the nearest authorized motor service station. If this is not done, the motor manufacturer will not warrant the motor. Call the factory for instructions if authorized service station is not known. Moffitt will not be responsible for any installation, removal or reinstallation costs or any consequential damages, unless costs are agreed upon and approved in writing by Moffitt prior to commencing work. Under no circumstances will charges be paid if prior notification is not given and approval by Moffitt is not obtained.  
**SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE OR ANY OTHER WARRANTY ON PARTS OR MATERIALS NOT MANUFACTURED BY SELLER.**