## **Chattanooga Division**

3510 Cummings Road Chattanooga, TN 37419 mlu-credit@mlutilities.com (800) 365-7189



## **Spring Hill Division**

4584 Tom Lunn Road Spring Hill, TN 37174 mlu-credit@mlutilities.com (931) 489-0900

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## **Terms and Conditions of Sale**

- 1. <u>Orders.</u> All customer ("Customer") orders are subject to acceptance or rejection by M-L Utilities, LLC. No orders may be changed in any manner, without the prior written consent of M-L Utilities. Once fully executed this document will stand as Order Acceptance.
- 2. <u>Cancellation.</u> After acceptance, orders may not be canceled without M-L Utilities' written consent. In addition to the standard cancellation fee of three (3%) percent of the total order, including freight but excluding state sales tax, Customer will compensate M-L Utilities fully for any loss or damage sustained by M-L Utilities, or third party providers, as a result of such cancellation.
- 3. Performance. Customer acknowledges that M-L Utilities cannot be responsible for production delays of the chassis manufacturer, body manufacturer, equipment manufacturer or any other third party provider of materials, parts, suppliers or services, which are not under M-L Utilities' direction or control. Therefore, Customer agrees that M-L Utilities will not be liable for damages of any kind resulting from performance or delivery delays occasioned by or attributable to such third parties. In addition, M-L Utilities will not be liable for damages of any kind arising from failure to complete performance of this agreement in accordance with its terms (including delivery date) if such failure is due to wars, strikes, floods, fires, accidents, delays in transportation or other acts of force majeure, or other causes beyond M-L Utilities' reasonable control.
- 4. <u>Prices.</u> M-L Utilities bases its contract price upon the prices quoted by M-L Utilities' suppliers and manufacturers. All orders are subject to a pass through to Customer of any price increase imposed on M-L Utilities by M-L Utilities' manufacturers or suppliers.
- 5. Payment. Payment is due, in full, upon notice of work completion, unless alternate arrangements have been made and documented, in writing, by M-L Utilities. If for any reason Customer defaults in any payment owed to M-L Utilities, Customer agrees to be responsible for all costs incurred by M-L Utilities in collecting any outstanding accounts, including but not limited to, collection agency fees, filing fees, court costs, expenses and reasonable attorney fees. In addition, any invoice not paid in full within thirty (30) days from invoice date shall bear interest at the rate of 1½ % per month (18% per annum), or the maximum allowed by law, whichever is less. All credit card payments are subject to additional processing fees incurred by M-L Utilities, which shall not exceed our processing cost.
- 6. <u>Mounting Prices.</u> It is the Customers responsibility to provide M-L Utilities a chassis that meets the specifications published by M-L Utilities' suppliers. Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge to be billed at our standard labor rate.
- 7. No Express Warranty/Disclaimer of Implied Warranties. M-L Utilities makes no warranty with respect to products or component parts manufactured by others and supplied to M-L Utilities by such third parties. The only warranties offered with respect to such products or parts, if any, are those offered by the manufacturer of such products or parts. In addition, M-L UTILITIES DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PATICULAR PURPOSE. M-L Utilities further disclaims any liability for loss of product, profits, time or any other direct or consequential losses, damages (including property damages, personal injuries or death) or any damages resulting from delay in performance. No employee or representative of M-L Utilities is authorized to change this warranty disclaimer or in any way to grant any warranty on behalf of M-L Utilities.
- 8. Choice of Law and Venue. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Tennessee. Any claim against M-L Utilities arising from or related to these Terms and Conditions, or the underlying sale to which these Terms and Conditions apply, must be filed and adjudicated in a court of competent jurisdiction in Hamilton County, Tennessee, or the United States District Court for the Eastern District of Tennessee.
- 9. <u>Amendment.</u> The parties agree that any amendment(s) made to these Terms and Conditions must be in writing, where they must be signed and dated by both parties.
- 10. Entire Agreement. The Quote or Invoice to which these terms and conditions are attached, together with these Terms and Conditions, contain the complete and final agreement between the parties hereto with respect to the sale and/or purchase transaction embodied herein, and no Customer-supplied purchase order terms, verbal agreements or other agreement, in any way modifying any of these Terms and Conditions, will be binding on M-L Utilities unless agreed to in writing by an authorized representative of M-L Utilities.

Accepted By:	 (signature)			(signature
Company:		Company:	M-L Utilities, LLC	-
Name:	 (Printed)	Name:		(Printed)
Date:		Date:		