



MEADOWS HYDRAULICS, INC.
 312 S. DIVISION STREET
 FRUITLAND, MD 21826
 PHONE: 410.546.1311
 FAX: 410.546.0545

TERMS and CONDITIONS

Standard Terms & Conditions of Sale

General Conditions: The prices and terms are not subject to verbal changes or other agreements unless approved in writing by this office. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by Purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

Terms of Payment: All sales of goods or services to customers without pre-approved & established credit will require payment in full before vehicle or item leaves our facility. These conditions also cover items being shipped from our suppliers to customers.

Invoices Exceeding \$1,000 in Parts and/or Equipment:

Terms: COD. Any invoice totaling more than \$1,000.00 in whole goods sale will be due in full at time of delivery regardless of previous credit arrangements or purchase history.

Truck Orders (Purchase of used vehicles) = Terms: COD (regardless of previous credit arrangements)

Body Orders (Major purchases of truck equipment) = Terms: Net 10 Days (with prior credit approval).

Repair Orders (Any repair performed to vehicle or equipment) = Terms: Net 30 Days (with prior credit approval).

Counter Invoice (Any parts purchased across the counter that do not apply with any terms listed above.) = Terms: Net 30 Days (with prior credit approval).

Open accounts are due and payable within the above mentioned days from date of purchase. A 1.5 % finance charge per month will be billed to all past due accounts. If the need arises for the Seller to seek outside assistance in collecting payment for overdue accounts, the Buyer shall be responsible for, but not limited to, collection agency fees, attorney fees, and court costs.

Meadows Hydraulics reserves the right at any time for any reason to request payment in certified funds. Certified Funds are defined: Cash, Cashier's Check, or U.S. Postal Money Order.

Third Party Billing: Effective immediately, there will be NO third party billing. If you or your company bring us the unit to repair, we will require payment from you. All accounts marked COD will be treated as such. All accounts with pre-approved or existing credit terms, will be allowed to charge invoices except in the following instance: If the unit being brought to Meadows for repair is supposed to be covered under an existing warranty, and Meadows Hydraulics is not an existing distributor for that particular responsible manufacturer or if Meadows Hydraulics is an existing distributor but did not sell the exact unit being brought in for repair, all invoices must be settled in full by certified funds prior to the unit leaving our facility regardless of prior credit approval. Approved methods of payment include cash, check and/or credit card. Management reserves the right to modify and/or enforce this policy at will.

Pricing: All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to correction. Buyer agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata.

Taxes: The prices set forth include all applicable federal, state, and local taxes. Exempt nonprofit organizations must provide their wallet-sized card bearing the holder's eight digit tax exemption number. A copy will be made for our records. Any customer stating merchandise or taxable service you buy will be resold in a taxable sale or will be incorporated into tangible personal property must provide a blanket resale certificate signed by the buyer bearing the buyer's Maryland registration number on file. This number is found on your sales and use tax license. In order not to be charged sales tax these numbers have to be on file at time of purchase and the number must be indicated on your invoice. As required by the State of Maryland sales tax will be collected on all other sales.

Returned Goods: If goods are in salable condition, a 15% restocking charge will be assessed. Goods returned for credit must be in original condition or packaging. A 15% restocking charge for saleable stock items will be assessed. Modified and electrical products are not returnable. A \$35 returned check fee will be issued for each returned check. Goods built to Buyer's specifications cannot be returned for credit.

Damage or Loss in Transit: Delivery of goods from a carrier to Seller, Buyer, or any other shipping point shall constitute delivery. Regardless of freight payment, all risk of loss or damage in transit shall pass to Buyer at that time. Seller shall make claims for loss or damage to goods while in transit against carrier. Seller will assist Buyer in securing satisfactory adjustment of such claims.

Signature: _____

Initials: _____

Date _____



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Quotations: Quotation orders are accepted with the understanding that the goods will be billed at the price in effect at the time of order, unless otherwise specified in the quotation. All quotations are valid for 10 days unless otherwise stated by management.

Warranties: Seller does not warrant the products which it distributes but does not manufacture. Rather, the sole warranty for any such product is that provided by the particular product manufacturer. Any services or custom orders provided by the Seller, is subject to warranty upon management approval.

Cancellation: Any order accepted by Seller may be cancelled by Buyer only upon written notice to Seller and payment of Seller's cancellation fees. At Buyer's request a statement of such charges will be furnished by Seller prior to cancellation.

Title: Title to products does not pass to Buyer until Buyer has paid all amounts owed under this agreement and check has cleared. Should Buyer fail to make any payment when owed, Seller may enter Buyer's premises and remove the product or products.

Paint Matching: Meadows Hydraulics' factory applied topcoat finishes are matched to the vehicle in accordance with formulas provided by our paint suppliers, using a computerized formulation system. The paint manufacturer (i.e. DuPont, PPG, Sikkens, Sherwin Williams, etc.) will not guarantee an exact color match. Therefore, Meadows Hydraulics, Inc. cannot guarantee an exact color match. Every reasonable effort will be made to ensure the most accurate information is provided to our suppliers for paint mixing. Paint will be applied using the best practices and standards for our industry. Customer acknowledges that today's color line up on new vehicles, particularly sheer metallics such as light pewter metallic, are inherently difficult to match.

Storage Fees: Any vehicle remaining on our premises 10 days after notification of completion by our office is subject to a storage fee on our yard of not less than fifty dollars (\$50) per calendar day, including weekends and holidays. Management reserves the right to impose or rebate storage fees as they determine applicable.

Property Disclaimer: While your property, goods, or motor vehicle is on the premises of our automotive repair facility the automotive repair facility may not be responsible for damage to your motor vehicle under all circumstances. The parties agree that the limitations of incidental and consequential damages set forth herein are agreed allocations of risk and shall survive the determination of any court of competent jurisdiction that any remedy herein fails of its essential purpose.

Additional Disclaimer: Without limiting the generality of any other disclaimer set forth herein, Seller expressly disclaims any representation whatsoever concerning the strength, performance, endurance or impact resistant characteristics of the goods it sells.

Errors: All clerical errors are subject to correction.

Mechanic's Lien: An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. Meadows Hydraulics will not be held responsible for loss or damage to vehicle or articles left in vehicle in event of fire, theft, accident or any other cause beyond our control. If for any reason payment is not received in a reasonable amount of time, I realize that I will be solely responsible for any legal expenses incurred by Meadows Hydraulics, including but not limited to attorney fees, litigation fees, court costs, bank charges, etc. unless otherwise provided by law. Meadows Hydraulics applied topcoat finishes are matched to each vehicle using a computerized formulation system. The paint manufacturers (i.e. DuPont, PPG, etc) will not guarantee an exact match; therefore Meadows Hydraulics cannot guarantee an exact color match.

Insurance Clause: While your motor vehicle is on the premises of our automotive repair facility, the automotive repair facility may not be responsible for damage to your motor vehicle under certain circumstances. You should ask a representative of our automotive repair facility about the extent of its responsibility, including the extent of the insurance coverage of the automotive repair facility.

Contractual Agreement: By signing this agreement, I hereby authorize repair work to be done, along with any necessary materials. You and your employees may operate the vehicle for purposes for testing, inspection, or delivery at my risk. An express mechanic's lien is acknowledged on agreed vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident, or any other cause beyond our control. If, for any reason, payment is not received in a reasonable amount of time, I realize that I will be solely responsible for any legal expenses incurred by Meadows Hydraulics, Inc., including but not limited to attorney fees, litigation fees, court costs, bank charges, etc. Unless otherwise provided by law, Meadows Hydraulics, Inc. hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. I also declare that I am approved by my company to sign this document and enter my company into this binding document.

Signature: _____

Initials: _____

Date: _____