

TERMS AND CONDITIONS

TERMS OF SALE

This price list accompanies the MiEN Company brochures and supersedes all previous price lists and terms. Prices shown are current manufacturer's suggested list price at the time of printing, and are subject to change without notice. To obtain additional information and most current pricing contact MiEN Company. Errors and omissions are subject to correction. MiEN Company is not responsible or liable for ensuring that the products ordered by a given customer conform to the local regulations and requirements where products will be delivered.

FREIGHT CHARGES

Freight will be charged as a percentage of total list price based upon the logic below;

MI, IN, OH, KY, WV, TN, IL, WI, IA, MN, NE, MO - 5%

ME, VT, NH, MA, CT, NY, PA, MD, DC, NJ, RI, DE - 6%

MT, WY, ID, ND, SD, VA, NC, SC, GA, AL, FL, MS, LA, TX, AR, OK, CO, UT, NM, AZ, KS - 7%

CA, NV, WA, OR, AK, HI - 8%

For shipments to Alaska and Hawaii, delivery will be made to a prearranged departure port.

ADDITIONAL FREIGHT CHARGES

Air Freight, inside delivery (\$100), lift gate (\$100), blanket wrapped, will calls, and special deliveries beyond dock-to-dock delivery will be quoted and invoiced separately.

SHIPPING MINIMUM

States with the contiguous United States will be charged a MINIMUM shipping fee of \$250 per delivery with the exception being orders small enough for UPS, FedEx, DHL, etc.

SHIPMENT CLAIMS

Freight damages, incomplete shipments, shortages, etc. must be reported to MiEN within 48 hours of receipt of shipment. All product must be fully inspected and all damages must be noted on BOL. Claims must include accurate counts of damages as well photographic evidence of said damage at the time of receipt. All product must be thoroughly inspected at the time of receipt and any claim not reported within 48 hours will not be considered. For customer pickup orders, the legal responsibility of MiEN ceases when we turn over the shipment to the carrier.

SHIPPING DELAYS

MiEN reserves the right to ship by what is, in our opinion, the best method. We are not responsible for delay or failure due to strikes, lockouts, fires, floods, acts of God or other causes beyond our control.

TERMS OF PAYMENT

Terms of payment will be established based on the credit rating and credit information provided by and for specific customers. Orders are invoiced at time of shipment. Standard payment terms are 50/50; 50% due at time of order, and 50% due net 30 days.

Past due accounts will be charged the lesser of 1.5% per month or the highest rate permitted by law plus collection costs, including reasonable attorney's fees and expenses.

RETURNS

Merchandise may not be returned without our prior written consent. If returned within 30 days and by agreement, a restocking and repackaging charge of 25% will be deducted from the credit note in addition to any expense for reconditioning that may be necessary. Return transportation must be prepaid, packed in the original cartoning.

Make to order product may not be returned at any point with a restocking fee.

TAXES

The customer shall pay all sales, use, excise and other taxes applicable to the sale. Resale and/or exemption certificates must be forwarded to MiEN at the time of order.

ORDER ACCEPTANCE

Orders are binding upon MiEN only upon acceptance by the executive office of MiEN Company. Orders accepted by MiEN shall be subjected to the terms and conditions set forth in its acknowledgement and invoice, notwithstanding any variance in terms and conditions set forth in the buyer's order forms. Orders are subject to limit or withdrawal of credit at any time.

ORDER CHANGES AND CANCELLATIONS

Purchase orders may not be changed or cancelled, in whole or in part, without prior written consent of MiEN. Changes may affect delivery dates. Expenses incurred because of changes will be charged to Customer. In the event of cancellations, customer will be liable for reasonable cancellation charges or restocking fees established by MiEN.

TITLE

Title to the product shall remain with MiEN until the product is fully paid for.

STORAGE

Orders will ship in accordance with our acknowledged shipping dates. If customer cannot accept delivery on this date, we reserve the right to arrange storage at the customer's risk and expense.