



6846 W 60th Pl.  
Chicago, Illinois 60638  
P: (773) 229-1818 F: (773) 229-8063  
[www.MMQuality.com](http://www.MMQuality.com)

## M&M Quality Grinding, Inc. TERMS AND CONDITIONS OF SALE

**ACCEPTANCE OF TERMS.** All sales transactions between M&M Quality Grinding, Inc. (hereinafter referred to as "MMQG" and the customer (hereinafter referred to as "Buyer") are expressly subject to these Terms and Conditions ("Terms") unless otherwise stated. Modifications or additions shall be recognized only if in writing by an authorized representative of MMQG, or a representative legally designated by MMQG. If the provisions of the Buyer's Purchase Order ("Order") or other documents differ from these Terms, then those differences are expressly rejected. Our failure to object to any Terms and Conditions contained in any Purchase Order or other document from Buyer shall neither be construed as MMQG acceptance of such Terms and Conditions, nor a waiver of these Terms. As used herein, the Term "Contract" shall mean any Quotation, Purchase Order, Order Confirmation, or other document, in whatever written form, that represents the parties' agreement concerning the purchase and sale of products from MMQG. In the event of a conflict, a Quotation takes precedence over these Terms, and a written contract covering the same subject matter signed by both parties takes precedence over both. If one or more of these Terms are held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining Terms shall be unimpaired.

**QUOTATIONS.** Our Quotations expire 30 calendar days from the date of issue. However, if the Buyer requests an extension, MMQG shall review and notify Buyer in writing whether an extension of the Quotation is acceptable, and if so, MMQG shall specify the duration of the extension.

Upon quote expiration, except as otherwise provided herein, the price of the ordered MMQG products and services shall correspond to their price on the date MMQG receives the order. In the event the Purchaser requests the delay of manufacture, production, or delivery, then the price shall take effect when MMQG receives instructions from the Purchaser to proceed with the order. Any addition to an outstanding Order shall be accepted at prices in effect when the additional Order is accepted. MMQG reserves the right to adjust the published prices to reflect any variations at time of delivery without notice. Any costs incurred by MMQG due to the Buyer's delay shall be the Buyer's responsibility and the Buyer shall be liable for such cost.

**TERMS OF PAYMENT.** A. Purchases by credit card. MMQG accepts major credit cards including American Express®, MasterCard®, and VISA®, as a form of payment. A credit card order without approved credit is subject to a down payment to be determined by MMQG, and said amount shall be no less than 30% of the total value of the order. Down payments shall be charged and Invoiced at the time of Order acceptance by MMQG (see ORDER ACCEPTANCE), with the balance of the Order value to be charged at the time of Order shipment(s). Any credit card payment unable to be processed within 10 days of the Invoice date and Invoice is subject to an additional processing fee equal to 3% of the value of the outstanding Invoice, which must be paid along with any outstanding amounts immediately upon receipt of Invoice.

B. Purchases with approved credit Terms. Buyer may request credit Terms from MMQG if their purchasing facility is located within the United States. If interested, Buyer must complete, sign, and return the MMQG-supplied Credit Application prior to or along with receipt of the initial Purchase Order. Credit Terms are normally provided to organizations with no fewer than three acceptable credit references and acceptable credit agency ratings. Credit Applications may take up to 48 hours to process. The acceptance of any credit Terms are based entirely on MMQG discretion, and may be changed at any time without prior written notification. If MMQG deems the financial Condition of the Buyer, or otherwise that the continuance or production or shipment on the Terms specified is not justified, MMQG may require partial or full payment in advance.

Unless otherwise approved by MMQG in writing, Invoices shall be paid in U.S. dollars within 30 days from the Invoice date. Each Order is a separate transaction, and Buyer may not set-off payments from one Order against another.

If Buyer is late in making payment without affecting other MMQG rights, MMQG may suspend delivery, cancel the Order or Contract, reject Buyer's future Orders, and charge a late-payment charge from the due date until paid at the rate of 1% per month (12% per year) or, if less, the maximum amount allowed by law.



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As security for payment of any sum due or to become due under the Terms of this or any other agreement with the Buyer, MMQG is hereby granted the right by the Buyer to retain possession of and/or impose a lien upon all of the Buyer's property in the possession of MMQG, including work in progress and finished work relating to other Buyer Orders. Buyer further acknowledges and agrees that the extension of credit or the acceptance of notes, trade acceptances, or guarantee of payment shall not affect said security interest and lien. Buyer hereby acknowledges and agrees that they shall pay any and all costs and expenses relating to the collection of all payments due hereunder, if any, and there shall be allowed and included as additional indebtedness in any judgment relating to the collection of payments due hereunder, all expenditures and expenses which may be paid or incurred by MMQG, including, but not limited to, actual attorneys' fees and court costs. The parties agree the Circuit Courts of Illinois shall have jurisdiction over any dispute, and the parties expressly waive any objection to the Circuit Courts of Illinois asserting jurisdiction over them.

**ORDER ACCEPTANCE.** All Orders are subject to MMQG acceptance. MMQG shall issue a Sales Order Confirmation only after receiving, at minimum, the following information from the Buyer: 1) "MMQG's Credit Application" completed and signed; 2) Written Order authorization consistent with the MMQG Quotation(s). Upon receipt and approval of both, MMQG shall issue a Sales Order Confirmation to confirm the following Terms of Buyer's Order, including, at minimum, part number(s); part revision(s); Order quantities; anticipated shipping or delivery dates; shipping method; and approved credit Terms. The Buyer's Order is considered firm, and any changes thereafter may be subject to modification or cancellation fees per modification or cancellation of Order below.

**MODIFICATION OR CANCELLATION OF ORDER.** After acceptance by MMQG, no Order may be altered or modified by Buyer unless agreed to in writing and signed by an authorized representative of MMQG.

All work in connection with such Order shall be stopped within a reasonable time upon receipt of Buyer's request, and Buyer agrees to pay MMQG for all costs, expenses, and losses including all work in process and any raw materials or supplies used, or for which commitments have been made by MMQG in connection therewith, on the basis of the full cost and expenses computed in accordance with standard practice as established by MMQG, plus 10% thereof. The minimum cancellation charge is 20% of any Order Value.

In the event MMQG has any reason to believe Buyer is unwilling or unable to pay, MMQG reserves the right to request immediate proof of payment in the form satisfactory to MMQG, or MMQG may cancel the Buyer's Order.

**TAXES AND OTHER CHARGES.** Unless otherwise noted, MMQG-Quoted and Invoiced prices do not include any taxes, duties, levies, or other government feeds that may apply to Buyer's Order. If they apply, it shall be Buyer's responsibility to pay these costs. Unless Buyer has furnished MMQG with a valid tax exemption certificate prior to shipment, the amount of any such tax shall be added to each applicable Invoice and shall be paid by the Buyer.

**SHIPPING SCHEDULE.** Ship dates or delivery dates reflected on MMQG Order Confirmation are approximate and are based on best estimates at time of Order acceptance. MMQG shall use all reasonable efforts to meet the indicated delivery dates, but MMQG cannot be held responsible for its failure to do so. MMQG may make partial shipments and bill for those shipments. In any event, the Buyer shall make payment in accordance with Terms specified herein. Orders including penalty clauses for failure to meet shipping schedules are not acceptable, except when specifically approved in writing by an authorized MMQG representative.

**FREE ON BOARD (FOB) POINT AND DECLARED VALUE.** All shipments shall be FOB M&M Quality Grinding, Inc. in Chicago, IL 60638, with declared value on the shipment equal to the Invoiced price of the products and services unless otherwise specifically agreed upon.

**SHIPMENT, DELIVERY, AND TITLE.** Delivery of product by MMQG to a carrier shall constitute delivery to Buyer. Title and all risk of loss or damage in transit shall pass to Buyer upon delivery to such carrier regardless of freight payment. Buyer shall be charged for any warehousing fees, demurrage fees, trucking, and other expenses occasioned by or incident to any delays beyond the scheduled shipping date requested or made for the convenience of Buyer. Claims for shortages or other errors shall be made in writing to MMQG within 10 days after receipt of shipment. Failure to make such claims within such time shall constitute a waiver of all such claims by Buyer. Methods and route of shipment shall be at the discretion of MMQG unless Buyer specifies otherwise in writing. Any additional expense because of the method or route of shipment specified shall be borne by Buyer.



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**LIMITATION OF LIABILITY.** If the buyer rejects MMQG product or products for any reason, MMQG liability shall not exceed twice the total cost of manufacture and delivery for those product or products.

**DEFECTIVE PRODUCT.** All products sold by MMQG are inspected before shipment; however, should any such products supplied hereunder be defective in material or workmanship, Buyer shall notify MMQG within 30 days of the ship date, and MMQG shall repair or replace the defective products without cost to Buyer or, MMQG may, at their sole discretion, credit or repay the purchase price upon return of the defective products. It is Buyer's responsibility to inspect material upon receipt. If submitted beyond 30 days after the date of delivery as shown on MMQG Invoice, or if goods are not held available at Buyer's place of business for MMQG inspection, claims regarding defective products shall not be honored and shall be deemed waived by Buyer. MMQG shall be given reasonable opportunity to investigate all claims and no products may be returned by Buyer until after Buyer receives written shipping instructions from MMQG. In no event may any claim be made after goods have in any way been used or processed by Buyer. No product credit shall be available for use if a past due balance is outstanding on the account. Any product credit not used within 6 months of the date of issue shall expire.

**DISCLAIMER.** THE MATERIAL HEREIN SOLD IS SUPPLIED IN ACCORDANCE WITH THE SPECIFICATIONS SUPPLIED BY BUYER. THE SOLE RESPONSIBILITY OF MMQG SHALL BE TO WARRANT THAT THE MATERIAL WILL BE FREE FROM DEFECTS IN WORKMANSHIP. SAID WARRANTY DOES NOT EXTEND TO THE QUALITY OF BUYER-SUPPLIED MATERIALS, WHICH MAY OR MAY NOT INCLUDE DEFECTS, IMPERFECTIONS, OR OTHER UNDESIRABLE CHARACTERISTICS, AND MMQG CANNOT BE HELD RESPONSIBLE FOR SUCH OCCURRENCES.

IN THE EVENT BUYER-SUPPLIED MATERIAL PROVES DEFICIENT OR OTHERWISE INADEQUATE, BUYER SHALL COMPENSATE MMQG FOR UNANTICIPATED LABOR AND EXPENSES INVOLVED IN THE CORRECTION OF SUCH DEFICIENCIES AND INADEQUACIES.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES. OUTSIDE OF WORKMANSHIP, MMQG MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR TECHNICAL ADVICE. IT IS UNDERSTOOD AND AGREED THAT THE LIABILITY OF MMQG WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE SHALL NOT EXCEED THE OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PRODUCTS OR, AT THE OPTION OF MMQG, TO CREDIT OR RETURN THE PURCHASE PRICE PAID BY PURCHASER. UNDER NO CIRCUMSTANCES SHALL MMQG BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSSES, LOST PROFITS OR OTHERWISE, OR EXPENSE. THE PRICE STATED FOR EQUIPMENT OR MATERIAL IS A CONSIDERATION IN LIMITING THE LIABILITY OF MMQG.

**BUYER'S PROPERTY.** MMQG shall only maintain fire, extended coverage, vandalism, and malicious mischief insurance on all property belonging to the Buyer and only while such property is in the possession of MMQG; the Buyer hereby acknowledges that the liability of MMQG for such property shall not exceed the amount recoverable from such insurance and that this shall be the sole and exclusive remedy of the Buyer. All additional insurance requested or required by the Buyer must be in writing and shall be at the Buyer's sole cost and expense. All Buyer property to be stored with MMQG is at Buyer's risk after delivery of Order or Invoicing, whichever comes first, and MMQG shall not be liable for any loss or damage thereto caused by fire, water leakage, theft, negligence, or any causes beyond the control of MMQG.



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**CHANGES IN LABOR RATES AND MATERIALS PURCHASED.** The prices contained herein are based on the cost of labor and materials as of the date hereof and the Buyer hereby understands and agrees that said prices are subject to adjustment to reflect any increase in such cost after this date. Should there be any changes in these costs after the Order is accepted and before completion of work, actual material and labor cost shall be charged on the final billing at MMQG's then current rates.

**MANUFACTURING.** MMQG has the right to subcontract all work to be performed by it hereunder.

**EXPORT CONTROL.** Buyer acknowledges that products received from MMQG are subject to U.S. export control laws and regulations. Buyer represents and warrants to MMQG that Buyer shall not, directly or indirectly, use the product for any use prohibited by the laws or regulations of the U.S. and/or Buyer's local jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

**MISCELLANEOUS.** MMQG shall not be responsible or liable for failing to perform obligations under the Contract to the extent caused by circumstances beyond the reasonable control of MMQG. The exercise of any option or failure to exercise any rights hereunder shall not constitute a waiver of MMQG rights to damages for breach of contract and shall not constitute a waiver of any subsequent failure, delay, or breach by the Buyer. If any provision or part of the Contract is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Contract. Headings are for convenience only and shall not be used in the interpretation of these Terms. The Contract shall be governed by and construed in accordance with the laws of the State of Illinois, USA, without regard to conflicts of law provisions. MMQG may assign their rights and/or obligations under the Contract to any person in whole or in part. Buyer agrees to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions received from MMQG because of discussions, negotiations and other communications between MMQG in relation to MMQG products or services. MMQG reserves the right to change these Terms at any time. Any changes made to these Terms shall not apply to the Contract between MMQG for any Order received before the changes are made.

QUALITY GRINDING  
Precision & Excellence since 1981