



TERMS AND CONDITIONS

Michigan Air Products would like to take this opportunity to thank you, our valued customer, for your continued support and business. In an attempt to minimize confusion and problems, we would like to clarify our credit terms, and express our willingness and desire to do everything we can to help everyone, most importantly our valued customers, get paid in a timely manner.

All quotations are valid for (30) days from bid date noted on proposal.

Written Purchase Orders and Change Orders are required for all orders placed with Michigan Air Products. Verbal orders are not accepted. Quotations do not include sales tax unless specifically noted otherwise.

Terms of payment are Net 30 days. As an equipment supplier, we must pay our vendors within 30 days. Michigan Air Products is not subject to, nor does it agree to "Pay When Paid", "Pay if Paid", or any other terms included in typical Subcontract or material purchase agreements entered into by or with our customers. As an equipment supplier, Michigan Air Products takes exception to any retention or retainage amounts.

In accordance with protection afforded under the Michigan Construction Lien Act, we require protection (Notice of Commencement or Payment Bond) on all purchases exceeding \$3,000.00. Michigan Air Products will not allow its lien or bond rights to expire.

New customers or customers without open account terms are welcome to purchase with a check or credit card (Visa, MasterCard, Discover, AMEX). Non-stock (special order) items require a 50% deposit to place the order with the balance due required prior to materials shipping from factory.

If a credit card is utilized to pay down a customer's open account balance, a 3% processing fee shall be applied to the transaction. A "credit card authorization form" must be completed and returned to Michigan Air Products.

Michigan sales tax will be added to each sale unless a sales tax exemption license or valid tax exemption certificate is on file with us.

For stock or inventory, prices are FOB our warehouse. All freight charges will be billed freight collect or added to the invoice. For project materials shipped direct from manufacturer, prices are FOB Manufacturer, Full Freight Allowed. Michigan Air Products will not be liable for any costs associated with project delays related to third party carriers.

Any claims for damage, shortage, incorrect materials or loss in transit must be filed by the Buyer directly against the carrier with a copy to the seller within seven (7) days of delivery. (Michigan Air Products will be happy to assist in establishing claims for damages and/or losses in transit).

Michigan Air Products extends to buyer as its sole warranty the manufacturer's standard warranty, a copy of which is available on request. No other warranties are provided.

Title to all materials and/or equipment and to any and all additions and accessories thereto and substitutions therefore, shall remain with Seller until the purchase price thereof is paid in full.

Backcharges will not be accepted unless agreed upon in advance in writing. In the case of an error, Michigan Air Products reserves the right to correct the identified deficiency with its own personnel or personnel from the factory.

Return Policy: All warehouse returns are subject to a re-stocking charge. All returns must be in original packaging and in saleable condition. Returned merchandise must include a copy of the original sales order / Invoice. All "Bonepile" sales are final and non-returnable.

Materials ordered direct from the manufacturer are made to order, and as such, are non-returnable. No credits will be issued after 30 days of purchase.

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GRAND RAPIDS | SAGINAW | TROY
P.O. BOX 1155, TROY, MICHIGAN 48099-1155
(248) 837-7000