



HOFFMAN
PETROLEUM EQUIPMENT

PROPOSAL NO: 220310-97
DATE: 03/09/2022
F.O.B.:
PAGE #: One of Two

www.mikehoffmans.com

TERMS AND CONDITIONS OF SALE

PURCHASER, BY ORDERING ANY OF THE MERCHANDISE SPECIFIED ON THE REVERSE SIDE HEREOF AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF SALE.

ACCEPTANCE: This proposal, when accepted by the Purchaser, will constitute a bona fide contract between us, subject to all terms and conditions to follow and to the approval of the Seller's credit manager. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal. No waiver alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and signed by an executive officer or Sales Manager of MHES. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.

PRICE: All prices indicated on the proposal contained on the side hereof are made in good faith: however, from time to time manufacturers change prices without notice to us prior to shipment and/or we mistakenly quote a wrong price to a customer. In the event of such price differential, any increase will automatically be added to purchaser's price and is to be paid by Purchaser and any decrease is subtracted from Purchaser's price.

TAX: Any taxes, including, but not limited to, governmental surcharges, excise taxes, etc. will be added to Purchaser's price and are to be paid by Purchaser.

TERMS OF SALE: All payments are to be made to Mike Hoffman's Equipment Service, Inc. at 4109 Halls Mill Road, Mobile, Alabama 36693. All credit terms must be approved by Seller's Mobile office at the time of entry of order, and are subject to review and approval during the life of any contract. Terms are for 30 days unless otherwise stated. A credit service charge of 1 ½% per month will be charged on any unpaid balance remaining at the end of every 30 day period. If payment is not made promptly when due, Purchaser also agrees to pay all costs and expenses of collection, including a reasonable attorney's fee. A time payment plan can only be arranged with approval of Seller's Mobile office.

DELIVERY: Delivery promises are contingent upon fire, strikes, accidents or other causes beyond our control. We will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. The purchaser shall make a storage area available to the Seller. Any necessary relocation of equipment or installation materials from this designated area will be at the purchaser's expense.

WARRANTY POLICY: Equipment furnished as a part of this proposal is warranted by the manufacturers. These warranties are passed through the Seller to the Purchaser according to the manufacturer's policy. There are no warranties which extend beyond the description on the face hereof. There are no warranties express or implied or any affirmation of fact or representation except as set forth herein.

CANCELLATION OR RETURN OF GOODS: Purchaser may cancel an order only upon written approval of Seller and provided Purchaser pays Seller reasonable and proper cancellation charges, based in part on cancellation charges of the manufacturer whose equipment is involved. No merchandise will be accepted for credit unless such written authorization is received from authorized personnel of Seller. Return of material prior to receiving Seller's approval will result in material remaining the property of the Purchaser and will be stored at Purchaser's risk and expense. A handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit will be issued Purchaser until credit from the manufacturer has been received for the returned material.

CHANGES: This order may be amended at the request of either party from time to time by written change order signed by both parties, setting for the particular changes to be made and the effect of such changes, on the price and time of delivery.

EXCAVATION: Excavation quotations are based on normal soil conditions. In the event any underground, structures, cables, conduit, debris, rock, water or running sand are encountered, destroyed or damaged during the performance of this contract, the Seller shall not be held responsible. Additional cost resulting shall be borne by the Purchaser but shall in no case exceed existing rate scales for labor and materials had the quotation originally been based on time and materials. Purchaser shall be responsible for locating all underground utilities prior to start of any excavation work. Finished grades are to be established and verified by the Purchaser.

Flotation: Purchaser will be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavations. The Seller shall not be responsible for any contamination or loss of product used for ballast.

RELATED WORK: Labor, Material and outside services for electrical, concrete, blacktop or sewer work are not included in proposals unless specified.

PURCHASE MONEY SECURITY INTEREST: Purchaser gives Seller a security interest in the property (collateral) which is subject of this contract. Purchaser also gives the Seller a security interest in the proceeds of any insurance on the collateral.

This contract shall be controlled, construed and enforced in accordance with the laws of the State of Alabama, and the venue of any legal proceedings with respect thereto shall be in Mobile, Mobile County, Alabama whether in Federal District Court or a Court of general jurisdiction in the State of Alabama.