

## MPM FOOD EQUIPMENT GROUP, INC.

# TERMS & CONDITIONS

The following are the terms and conditions (T&C) associated with the quote purchase of equipment, parts and service from MPM Food Equipment Group, Inc., U.S. Distributor PizzaMaster® and PizzaMaster® USA ("MPM") and you. Please review all terms and conditions below. Any quote or purchase requires the acknowledgment that you have read the attached T&C of MPM.

## PAYMENT TERMS

#### **CREDIT TERMS**

MPM grants credit, at its sole discretion, to customers it considers credit worthy. General credit terms are:

- First time buyers must deposit 100% of the cost of the equipment along with estimated freight and any applicable sales tax prior to shipment.
- An advanced deposit of at least 50% of the cost of the equipment, plus estimated freight and applicable sales tax, is due at the time of order.
- For qualifying customers who have credit terms granted by MPM (at their sole discretion), the remaining balance is due and payable 30 days after date of shipment.
- All custom orders, regardless of volume require a deposit of between 50% and 100% depending on your credit status at time
  of order. No special order is placed until the deposit is received.

### **PAYMENT TERMS**

All payments due – deposits, remaining balances, etc. – are to be paid electronically. MPM allows for two types of electronic payments:

- MPM's secure invoice FASTPAY payment system: https://www.mpmfoodequipment.com/fastpay.
- Electronic payments via ACH. Contact MPM Accounting for banking/account information if you choose to make direct payments via ACH. There are no discounts for paying early or electronically.
- MPM does not accept payment by paper check. On the advice of our financial institution and recommendations from the
  U.S. Treasury's Financial Crimes Enforcement Network (FinCEN), MPM adopted policy to keep our customers and MPM
  safe from chemical check washing fraud.

### **EQUIPMENT FINANCING**

MPM does not offer any financing directly associated with purchased equipment, parts or service. If you choose to purchase equipment via financing, equipment will still not be shipped until applicable payments (see above) are paid to MPM according to our T&C.

UPDATED: September 20, 2024

## TERMS & CONDITIONS



#### **SALES TAXES**

We currently collect sales tax on all orders shipping to the following states: CA, CT, FL, GA, IL, IN, MA, MI, OH, RI, SC, and WI. States in which we collect sales tax is subject to change without notice.

Sales tax will be applied when placing your order. The amount of sales tax charged on your order is dependent on various factors, including any applicable state, county, and city taxes which are calculated using your shipping address. County and city taxes may vary from ZIP code to ZIP code.

Laws regarding the collection of sales tax vary by location and are subject to change at any time by state, county, and city taxing authorities. When tax-rate changes occur, MPM collects sales tax based on the new sales tax rate in accordance with applicable laws, without any prior notification of the tax change.

Organizations with current and valid sales tax exemption may request an exemption for sales tax collection by submitting a fully executed state exemption certificate to either your account representative or <a href="mailto:salesadmin@mpmfeg.com">salesadmin@mpmfeg.com</a>.

#### **ACCOUNT / CREDIT APPLICATION**

At the time of Order, you must provide MPM contact details for your accounting / payables function including a) contact name, b) contact email, and c) contact phone number.

A valid fully executed state resale certificate should be submitted at time of application.

#### **END USER DATA CONFIRMATION**

To ensure 100% customer satisfaction, a smooth installation process and technical service support, MPM, requires dealer or sales partner to complete and submit the PizzaMaster End User Form upon order placement. Shipment will be delayed if this form is not returned to the MPM orders team.

## **DELIVERY AND INSPECTION**

Estimated delivery date and delivery location are to be provided at time of Order. Notify MPM if you choose to arrange shipment of the equipment via your freight carrier or if you choose to have MPM arrange for shipping. If MPM arranges the shipping, shipping and handling charges to your destination are applicable. Applicable state / local sales taxes may apply. Inspection of the equipment must be reported back to MPM by next business day from delivery if there are any issues with equipment in transit. MPM is not responsible for the installation of the equipment and any issues in the installation are between you and the 3rd party contractor installing the equipment.

Changes to placed Orders are at the express option of MPM. You must make the request in writing (manual or electronic) of the changes being requested and MPM will formally respond if the changes are accepted.

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#### PRODUCT AND SERVICE SPECIFICATIONS

The Order will have all agreed upon specifications related to the equipment and any services contracted. It is your responsibility to review this prior to shipment. A request to return equipment delivered is subject to a 25% restocking fee (based on cost of equipment) plus missing return packaging, if any, and applicable freight to return equipment to MPM. Special Orders of equipment are not refundable / returnable.

#### **PRODUCT WARRANTIES**

Product / equipment warranties are via the Equipment Manufacturer. If the equipment is PizzaMaster® the PizzaMaster® equipment is subject to a) A warranty of (2) years on qualifying parts and (1) year on qualifying labor, starting from the date of shipment invoice from MPM. b) warranty of one (1) year (spare parts and labor) on used products purchased from PizzaMaster's stock of demonstration models or similar stocks (unless otherwise explicitly agreed in writing), starting from the date of product installation on customer premises. Proof of the date of installation and the type of product are to be provided by the customer in the form of a written confirmation or installation invoice from the dealer or sales partner. c) A warranty of ninety (90) days for spare parts. For PizzaMaster® warranty information, ask your MPM representative for further details.

#### **PRIVACY POLICY**

See privacy policy of MPM PizzaMaster®: <a href="https://pizzamasterusa.com/privacy-policy/">https://pizzamasterusa.com/privacy-policy/</a>

#### **GOVERNING LAW**

The governing law over the sale of equipment and related parts and services is via the State of Illinois.

## QUESTIONS?

Don't hesitate to reach out to us via phone 800-976-6762, or email info@pizzamasterUSA.com for clarification.