

Marathon's Terms & Conditions

On-Site Assembly

A. The Buyer Shall Provide:

1. Adequate working space for the seller and/or its subcontractors to perform their tasks, and the electrical and/or compressed air supply for them to operate their equipment and tools.
2. Forklifts, heavy lifting, or specialized equipment that may be necessary to complete the assembly.
3. Adequate electrical power to operate the new equipment.
4. Adequate gas pressure and volume to the new equipment (where applicable).
5. Adequate air supply to the new equipment (where applicable). Any necessary modifications to the buyer's air supply will be at additional cost.
6. Adequate water supply to the new equipment (where applicable).
7. An adequate roof covering to protect the equipment described on this agreement from weather elements prior to assembly (where applicable).
8. All work must be allowed to be completed start to finish in the most time effective manner.
9. Technicians will perform start up upon completion of assembly (provided that all utilities are connected and adequate). If utilities are not connected or found to be out of specification by the time assembly is completed, buyer will be responsible for delay fees and/or having a local technician complete start up.

B. The Seller Shall Provide:

1. Manufacturing of equipment sold and coordinating & loading for shipping (shipping cost not included).
2. The "Basic Erection" of the equipment, including all electrical connections, except as excluded in section A. "Basic Erection" for the purposes of this agreement shall mean the entire piece of equipment. "Basic Erection" excludes any work to be performed by buyer's contractors, necessary for the integration of equipment into buyer's facility/facilities, outlined in section D of this agreement.
3. The seller shall provide the buyer with technical specifications as may be necessary to successfully complete the assembly/integration of equipment.

C. Removal of Existing Equipment:

The buyer agrees to have removed the old equipment to be replaced and any other "thing or object" which shall impede the assembly of the new equipment.

D. Modifications to the Buyer's Facility:

While the seller may advise the buyer as to the proper placement of the equipment, the seller assumes no responsibility for any modifications to the buyer's facility which may be needed in order to make the equipment operational. The expense of such shall be borne by the buyer.

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E. The following is NOT INCLUDED unless stated otherwise on sales agreement:

1. Concrete work such as: below ground pits, slabs, floor angles, floor grating, footings or coatings.
2. Electrical wiring or hook-up.
3. Fluorescent tubes or remote light switches.
4. Painting, finish coats or corrosion protection.
5. Permits or permit fees.
6. Special approval (UL, FM, Fire or Building.).
7. Freight or shipping to job site.
8. Professional services: structural, seismic or others.
9. Any natural gas piping and chilled water hook-up and controls to be supplied by others.
10. Fire sprinkler or fire detection system.
11. Support platform or access catwalks for AMU units.
12. Grounding system, instruction panels & emergency signs.
13. Applicable taxes.
14. Stack offsets or special stack fittings.
15. Supply offsets or special supply duct.
16. Compressed air lines or air controls.
17. Any additional ductwork not listed in quote.
18. High efficiency motors or extra lighting and booth modifications are additional costs.
19. Performance bonds & certifications are extra costs.

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F. If listed on the "Sales Order":

i. Mechanical Assembly Includes:

Mechanical assembly of equipment purchased. Uncrating and disposal of crating materials in owner supplied rubbish bin. Pit construction, floor curb or cement shims are NOT INCLUDED. Roof penetrations, opening and closing is the buyer's responsibility and is NOT INCLUDED. Buyer to supply forklift/crane for off-loading equipment and placement. Gas piping and connection to furnace is buyer's responsibility. All ducting, piping and/or light fixtures must be removed by buyer before assembly begins. Cement slab must be flat, level and provide easy access for equipment. If job site is not prepared/cleared for equipment assembly when the crew arrives, there will be a minimum \$950.00 per day delay (wait) fee. This delay fee is due at start of assembly, and paid directly to the technicians.

ii. Electrical Assembly:

Includes: Electrical connection of sold equipment. Required: All required power must be brought to the specified connection point BY BUYER to the equipment location (as specified by seller) with a sub-panel or disconnect, if required. Does NOT INCLUDE electrical plans or permit work of any kind. If the job site is not prepared/cleared for equipment assembly when technicians arrive, there will be a minimum \$950.00 per day delay (wait) fee. This delay fee is due at start of assembly, and paid directly to the technicians.

iii. Rain Cover:

Seller's outdoor booth design is subject to local jurisdiction approval and acceptance. If buyer's local jurisdiction requires additional changes/modifications to manufactured/assembled product, buyer is responsible for additional costs incurred to comply. Lights are standard covered fixtures with 3 sided rain cover. Lights are supplied with outdoor "liquid tight" flex connector. Footing calculations and design to be completed by others and per city requirements. If new calculations are required, there may be additional cost to buyer. Specifications subject to change without notice or warning.

In the event it becomes necessary for Marathon Finishing Systems, Inc. (seller) to take action to collect any monies due them under the terms of this agreement, the buyer agrees to pay all costs of collection, including reasonable attorneys fees and reasonable attorneys expenses. If, in the event that any portion of this sales agreement is determined to be, or later found to be unenforceable, all remaining portions of this sales agreement shall remain in full force and effect.