

Terms and Conditions of Purchase



Acceptance

Acceptance of this estimate, quote, proposal, sales order, or invoice (hereinafter, "contract") is validated upon the customer's signature or submission of an initial deposit of 40% or more of the original contract value. MARATHON FINISHING SYSTEMS, INC. (hereinafter, "MFS") reserves the right to reevaluate or redetermine the validity of the contract after thirty (30) days if neither a deposit nor a signed acknowledgment has been submitted to MFS within thirty (30) days of the original document date.

Approval

Upon the customer's acknowledged acceptance of this contract and satisfaction of applicable milestone payments, MFS shall commit to purchasing all materials required for the design, installation, and/or services, including standard design and engineering time, as specified in the original contract. Projects shall not be scheduled for production until MFS receives the customer's formal signed approval of MFS-provided drawings and specifications for the product(s), system(s), or service(s).

Changes and Delays

If the customer requests changes or delays to the original contract, including any components thereof, for any reason, the customer shall be responsible for any increased costs resulting from additional materials, design or engineering time, and/or labor. MFS shall not be responsible for any unforeseen costs associated with delays caused by customer requests or lack of customer-supplied materials, services, or information.

Cancellation

If the customer cancels the contract at any time for any reason, the canceled contract shall be subject to a minimum cancellation fee of 50% of the original contract value, plus any approved changes, or a higher fee as determined by MFS. The cancellation fee shall be calculated by MFS if the total time spent processing, designing, engineering, building, and/or otherwise fulfilling the order up to the date of cancellation, including any customer-approved modifications, exceeds 50% of the total contract value.

Service Charges

A service charge of 1.5% (0.015) per month shall be applied to all balances remaining unpaid thirty (30) days past due, and the customer shall be responsible for payment.

Customer Representative

During installation, if performed by MFS or its agents, the customer shall designate a single representative to inspect the contracted work at least once every two (2) days. The designated representative shall contact MFS immediately if a problem arises or if the customer has questions regarding the contracted work.

Fire Protection

All fire protection equipment shall be furnished and installed by the customer's agents. All personnel required for a fire watch during cutting and/or welding processes shall be provided solely by the customer and shall be considered the customer's agents.

Indemnification

The customer shall indemnify and defend MFS against all liabilities arising from or in connection with any breach of these terms and conditions by the customer. Such liabilities include, but are not limited to, costs, claims, damages, judgments, assessments, and expenses, including reasonable attorneys' fees, filing fees, and court costs. MFS shall indemnify and hold harmless the customer against all liabilities arising from or in connection with any breach of these terms and conditions by MFS. Such liabilities include, but are not limited to, costs, claims, damages, judgments, assessments, and expenses, including reasonable attorneys' fees, filing fees, and court costs.

Governing Law/Jurisdiction

Any dispute arising under this agreement or related thereto shall be adjudicated exclusively in the U.S. District Court for the Central District of California or the Superior Court of the State of California, County of Riverside. Both parties consent to and submit to the personal jurisdiction of the State of California for such purposes and waive all objections thereto.

Shipping Information and Rates-Force Majeure

MFS shall not be in default or liable for any expenses, losses, or damages resulting from delays in performance due to causes beyond its control, including, but not limited to, labor disputes, floods, fires, pandemics or other acts of nature, transportation delays, inability to obtain components or materials, or manufacturing equipment breakdowns. Failure to meet shipping dates or deadlines shall not entitle the customer to cancel the order or claim a breach of contract, provided that MFS proceeds in good faith to meet the shipping dates or, if the dates cannot be met, ships as soon as reasonably practicable thereafter.

Inspection and Acceptance of Goods, Returns

The customer shall inspect all goods sold by MFS within seven (7) days of receipt and promptly report any damage to MFS. The customer shall also inspect the goods within seven (7) days of receipt to determine whether any defects exist that would justify non-acceptance. For claims of defective goods, where the defect can reasonably be determined by inspection, the customer shall notify MFS in writing, fully describing the defect and including photographs where possible, within seven (7) days of delivery. Otherwise, the customer shall be deemed to have waived any objections based on such defects and to have accepted the goods. MFS reserves the right to resolve claims as it deems appropriate, including by replacing parts, repairing, or issuing credit. No goods may be returned for credit without MFS's express written consent.

Limited Warranty

MFS warrants its products to the original customer, for resale or use in business or original manufacture, against defects in workmanship or materials as follows: booth structures are warranted for five (5) years; light fixtures are warranted for three (3) years; exhaust fans/motors and electrical components are warranted for one (1) year. The MFS warranty covers only parts and ground shipping. Consumables, including but not limited to belts, filters, door sweeps, and door gaskets, are not covered under this warranty. Third-party components, such as heaters, personnel lifts, dust collectors, and similar items, are subject to their respective manufacturers' warranties. The customer acknowledges that, except as provided herein, the products are provided on an "as available" and "as is" basis, with all faults, and without any representation or warranty, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or durability. Except as provided herein, MFS makes no other warranties, express or implied, related to this agreement or the products.

Limitation of Liability and Damages

Neither MFS nor its shareholders, directors, employees, or agents shall be liable to the customer, any client, or other person for any indirect, special, incidental, or consequential damages, including but not limited to damages for lost profits, loss of data, business interruptions, loss of business information, loss of goodwill, computer malfunctions, or other commercial damages or losses, whether foreseeable or unforeseeable, arising out of the use or inability to use the products or services provided under this agreement or MFS's performance of its obligations under this agreement, regardless of the basis of the claim and even if MFS has been advised of the possibility of such damages. MFS's liability for damages shall be limited to refunding any payments made by the customer to MFS under this agreement if the products cannot be repaired or replaced during the limited warranty period or if MFS cannot cure any alleged default of its obligations within thirty (30) days after receiving written notice of such claim.

Storage

Requests to store or hold products shall be subject to additional fees of up to 2.5% (0.025) of the contract total per month, payable immediately upon notification of storage fees.