

# - Standard Terms and Conditions of Sale - Effective October 2021

These terms and conditions, as may be modified by Metal Masters Foodservice Equipment Co., Inc. d/b/a Eagle Group's ("Eagle") sales quotation or proposal, and all documents incorporated by specific reference therein are the complete agreement ("Agreement") governing the sale of goods ("Goods") by Eagle to the customer ("Customer"). Customer's placement of an order manifests Customer's assent to this Agreement. This Agreement shall govern in the event of a conflict between this Agreement and any purchase order or other document from the Customer. This Agreement shall not be modified without a writing signed by Eagle and Customer.

## PRICES

All merchandise will be billed at our current published list prices in effect at the time of shipment. Freight charges are in addition to merchandise charges unless shipped freight collect or freight prepaid at customer expense. Any sales tax or export fee Eagle must collect will be added to the Customer's invoice. Order consolidation is available for an additional charge.

## PERFORMANCE

All shipping dates are approximate. Eagle is not responsible for any delays in processing, production, or shipping. Fulfillment is always subject to the availability of material and to conditions affecting shipment that are beyond our control. Eagle shall not be held liable for any delay.

## SHORTAGE

All claims for shortage must be brought to our attention within five (5) business days from the date merchandise is received. Failure to notify Eagle Group of any shortage within five (5) business days of receipt shall result in a waiver of any claim of a shortage. Please be certain that you receive the number of packages signed for. A clear delivery ticket constitutes shipment was delivered without shortage and releases Eagle from liability.

## CANCELLATIONS

Cancellations are not accepted on orders in transit, custom items, and electro-polished items. Standard orders that are canceled in production will be subject to up to a 30% cancellation charge.

## RETURNS

**Custom, modified standard equipment, and electro-polished items are non-returnable.**

Authorization Policy for Standard Returns:

- ✓ \$75.00 minimum on merchandise returns exclusive of freight.
- ✓ Written approval from Eagle's Customer Service is mandatory on all returns.
- ✓ Return authorization must be requested within 60 days from the date of shipment.
- ✓ Authorized return shipments, in which merchandise is not defective and orders have been properly filled, must be shipped prepaid and properly packaged in original Eagle Group packaging to prevent merchandise damage.
- ✓ Each return authorization number must be written on the outside of each carton returned to Eagle.
- ✓ No credits will be processed for a return until we have confirmation that the item has been received, has been inspected, and is confirmed that the item is in unused, new, and sellable condition. All items returned without proper authorization will not be credited and Eagle Group will not be responsible for shipping costs associated with the attempted return.

## Restocking:

- ✓ Restocking and equipment repair fees for merchandise damaged during return shipment to Eagle will be withheld from the issued credit.
- ✓ Returns of made-to-stock merchandise are subject to a 30% restocking fee.
- ✓ Returns of standard made-to-order merchandise are subject to a 50% restocking fee.
- ✓ The minimum restocking fee on merchandise returns shall be \$75.00.

## PRINTS & DRAWINGS

All prints and drawings submitted with orders are accepted as a final approval in the custom order process. Errors that arise due to incorrect submittals are the responsibility of the customer. There are no cancellations on custom orders. If a custom order is canceled before production commencing, it will be billed to the customer at Eagle Group's standard rates. Once production commences, a custom order cannot be canceled and the customer is responsible for the purchase minus shipping charges.

## DAMAGES

EAGLE's responsibility ceases immediately upon our retaining receipt of pickup from our dock by the transportation company. Therefore, all liability passes to the customer at our loading dock (FOB Origin), regardless of who pays the carrier, except in the rare case that we deliver using our truck (not a common carrier). If a container shows rough handling, do not give the carrier a clear delivery receipt and inspect the merchandise immediately or refuse the piece(s) of damaged merchandise. Note the damage on the delivery receipt/bill of lading while the driver is there. If you sign your name on the freight bill without noting any damages, then you are stating you have received your order/shipment in acceptable condition. Upon finding damage while unpacking the product, call the carrier without further unpacking, ask for an inspection, and follow-through by filing a claim with the carrier immediately. Concealed damage claims must be reported in writing to the carrier within five (5) business days of receipt.

## ORDER APPROVAL

All orders are subject to final approval by Eagle's home office. Acceptance and/or performance shall be at all times subject to the approval of Eagle's Credit Department. Minimum order of \$50.00 net after any credits required. Shipping cost is not included towards the minimum order.

## TERMS

Discount and discount dates are clearly marked at the bottom of each invoice should you be entitled to any discount, subject to the current status of your account. If any payment owed to Eagle is not paid when due, it shall bear interest at 1.5% per month, from the date on which it is due, until it is paid. Eagle shall have the right, among other remedies, in the event of delinquency to suspend further performance under this Agreement and/or other agreements with Customer. The customer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.

- MONETARY VALUES ARE BASED ON U.S. CURRENCY. -



100 Industrial Boulevard, Clayton, DE 19938-8903 U.S.A.  
Phone: 800-441-8440 or 302-653-3000. Fax: 302-653-2065  
<http://www.eaglegrp.com>

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## UPS/FEDEX

All UPS and FedEx shipments will be charged a minimum shipping fee of \$25.00.

## FOB/FREIGHT

All orders ship FOB Origin unless otherwise specified. All orders shipped prepaid/add will receive an administrative surcharge added to the freight charge.

Freight rates are based on standard dock to dock shipments via Eagle's preferred carriers. Guaranteed delivery, expedited freight, and dedicated shipments are all subject to additional charges. Eagle is not responsible for any unauthorized accessorial charges including but not limited to lift gate, re-delivery, advance notification, limited access, residential, inside delivery, diversion miles, etc. All unauthorized accessorial charges will be billed back to the Customer. These charges will be applied after shipment in the form of a separate invoice. The customer is responsible for arranging and all costs associated with overweight, over height, and overwidth shipments and any logistical obligations such as permits and transportation escorts. Eagle reserves the right to make partial shipments and to segregate special orders and made-to-order Goods. Estimated shipping dimensions and weights serve as a guide only. The customer's shipping documents will include freight charges based on class.

## ASSIGNMENT

Customer shall not assign its rights or duties hereunder without the prior written consent of Eagle. The rights and obligations of Eagle under this Agreement shall inure to the benefit of the successors, affiliates, and assigns of Eagle.

## PATENTS AND COPYRIGHTS

In the event Eagle sells Customer an item infringing any valid U.S. patent or copyright and the use of such Goods is enjoined, Eagle shall have the right at its option and expense to: (i) procure for Customer the right to continue using such Goods; or (ii) replace them with non-infringing Goods; or (iii) modify same to become non-infringing; or (iv) grant Customer a credit for the depreciated value of such Goods and accept return of them. Any additional remedy is waived by the customer.

Eagle's (and its affiliates') name, logo, designs, drawings, trademarks, and other intellectual property remains the property of Eagle and may not be disclosed, reproduced, or used without its prior written consent.

## USE OF GOODS

Customer shall not use any Goods for an unlawful purpose.

## JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Delaware without regard to conflicts of laws. The parties hereto each irrevocably consent to the exclusive jurisdiction of the State courts of the State of Delaware for the resolution of any dispute hereunder and waive removal to Federal Court. This Agreement shall be deemed to be performed in Delaware. Customer specifically agrees to accept service of process by hand-delivery or Certified Mail even if same is not effectuated upon Customer within the territorial jurisdiction of the State of Delaware.

## THIRD PARTY OFFERS

EAGLE Group only will honor pricing on proposals submitted by Eagle Group. No third-party pricing offers shall be valid.

## CONTROLLING LAW

This Agreement is made under and shall be governed by, construed, and enforced in accordance with, the laws of Delaware without regard to conflicts of law principles.

## EXCLUSIVE JURISDICTION

The parties consent to the exclusive jurisdiction of the courts of Delaware and/or the United States District Court for the District of Delaware in any action between the parties arising out of this and Agreement.

## LIMITED WARRANTY

Eagle Group warrants only that goods supplied hereunder manufactured by Eagle Group will be free from defects in material and workmanship at the time they leave our factory and are fit only for the purposes intended and no other use or purpose. Remedies in the event of a breach or default by Eagle Group of any kind, including but not limited to the foregoing, arising or not arising under this Agreement, are limited to the cost of goods sold, exclusive of shipping charges. Eagle Group makes no implied warranties to end-users or third persons except as set forth specifically in its written warranties. To view our complete warranty information please visit our website.

- MONETARY VALUES ARE BASED ON U.S. CURRENCY. -

*All orders are to be sent to our corporate office. Please call our corporate office to place your order. All addresses are subject to change.*

**Delaware (corporate office):**  
**EAGLE GROUP**  
100 Industrial Blvd.  
Clayton, DE 19938

**Toll Free Ph: 1-800-441-8440**