



## MPM FOOD EQUIPMENT GROUP, INC. TERMS AND 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 acknowledgement that you have read the attached T&C of MPM.

### Credit Terms

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

#### **STANDARD ORDERS**

**First-Time Customers:** Full payment (100% of equipment cost), including freight, applicable sales tax, and any federally imposed tariffs, is required before shipment. *MPM does not accept paper checks.*

**Establishing Credit:** Customers may qualify for credit terms by paying in full for six (6) ovens over a two-year period, maintaining good credit standing, and a satisfactory payment history.

**Repeat Customers without Established Credit Terms:** A 50% deposit on the equipment cost is due at the time of order. The remaining balance, including freight, applicable sales tax, and federally mandated tariffs, is due 0% *Net 30 days* from the shipment date.

**Customers with Approved Credit Terms:** The full balance, including freight, applicable sales tax, and federally mandated tariffs, is due 0% *Net 30 days* from the shipment date. Excludes custom oven orders.

**COD Customers:** Payment in full (100% of equipment cost), including freight, applicable sales tax, and any federally imposed tariffs, is required prior to shipment.

#### **CUSTOM EQUIPMENT ORDERS**

**Non-Cancelable, Non-Returnable:** All custom equipment orders are non-cancelable and non-returnable (NCNR).

**First-Time Customers:** Full payment (100% of equipment cost), including freight, applicable sales tax, and any federally imposed tariffs, is required before shipment. *MPM does not accept paper checks.*

**Payment Terms:** A 50% deposit (50% of equipment cost) is required at the time of order unless COD customer. The remaining balance, including freight, applicable sales tax, and federally mandated tariffs, is due *Net 30 days* from the date of shipment.

**Order Submission:** Custom orders will not be processed or submitted to the factory until payment 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 payment system: **FASTPAY**  
<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.

### **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 are 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 [salesadmin@mpmfeg.com](mailto:salesadmin@mpmfeg.com).

### **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 c) contact phone number.

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

### **Purchase Order Acceptance**

MPM reserves the right to accept a Purchase Order (PO) from the dealer.

To accept the PO, each product ordered must be listed by Line Item. It must include the following:

1. End-User Data and Project Name if applicable.
2. Quoted current pricing.
3. Oven model (Accessories must list as a separate Line Item).
4. Optional Accessories including steam, stands, pizza tools, racks, etc.
5. Optional Services including expedited custom build, expedited air-freight fees, and extended warranty.
6. Electrical: a) voltage and b) phase (MPM will not accept PO where a multi-voltage range 208-230v or 220-240v is listed).
  - a. Accepted voltages:
    - i. 208 volt / 3-phase
    - ii. 240 volt / 3-phase
    - iii. 480 volt / 3-phase
    - iv. 208 volt / 1-phase
    - v. 240 volt / 1-phase
7. Estimated delivery date and delivery location are to be provided at the time of Order.
8. Pre-Site Survey (if ordered).
9. Start-Up (if ordered).
10. Any other pertinent information to process Order, includes new Dealer Paperwork

### **End User Data Confirmation**

To ensure 100% customer satisfaction, a smooth installation process and technical service support, MPM requires dealers or sales partners 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 the 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 the next business day from delivery if there are any issues with equipment in transit.

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

**Pre-Site Survey (excludes Start-Up and Installation Services)**

MPM is not responsible for the Pre-Installation Site Survey for ovens and is sold separately at the time of Order. Notify MPM if you choose to arrange Site Survey of door openings, electrical, mechanical, site conditions, ceiling height at kitchen site. MPM is not responsible for Pre-Site Survey.

**Start-Up (excludes Pre-Site Survey and Installation Services)**

MPM is not responsible for the Start-up for ovens and is sold separately at time of Order. Notify MPM if you choose to arrange Start-Up and Functional Control Checklist for oven. This service is the act of an authorized technician reviewing all electrical and mechanical connections for correctness in accordance with manufacturer's written specifications. The technician will also power the unit on for the first time, burn-off oven for two-hours according to manufacturer's specifications and functional tests. MPM is not responsible for Start-Up.

**Installation Services (excludes Pre-Site Survey and Start-Up)**

MPM is not responsible for the Installation of the equipment and any issues in the installation are between you and the 3<sup>rd</sup> party contractor installing the equipment. Further, MPM is not responsible for installations requiring disassembly and reassembly of oven decks. MPM is not responsible for providing MPM Supervisory technical service to disassemble or reassemble oven decks. MPM is not responsible for Installation Services.

**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.

**Restocking Fee**

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.

**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.

**Governmental Tariffs**

MPM reserves the right to adjust quoted prices to reflect the impacts of any tariffs, duties, levies, or similar government charges imposed after the date of any quote when tariffs are enacted after the quote is received, but before product is shipped. These adjustments will be calculated to ensure fair allocation of the increased costs. MPM will provide advance notice of any such adjustments along with documentation supporting the changes

**Privacy Policy**

See attached privacy policy of MPM. [Privacy Policy | PizzaMaster® \(pizzamasterusa.com\)](https://pizzamasterusa.com/privacy-policy)

**Governing Law**

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

|               |       |
|---------------|-------|
| _____         | _____ |
| Signature     | Date  |
| _____         |       |
| Print Name    |       |
| _____         |       |
| Business Name |       |