UNLOADING AND DEMURRAGE: Unless stated otherwise in our quote, it is the customer’s responsibility to unload all shipments whether by rail or truck. All demurrage charges are customer responsibility.

MGM recognizes that sometimes the size or weight of shipments requires the customer to make prior unloading arrangements. In such cases the customer shall advise MGM prior to shipment the hours during which shipments can be received and the notice required before delivery. MGM will then reflect these arrangements on the bill of lading.

Origin method of shipment and routing: The company will determine the point of origin, method of transportation, and the routing of shipment. Purchasers requiring other routings will be billed any excess in transportation charges.

PENALTY CLAUSES: The Company will not pay or be liable for any penalty, either liquidated or otherwise, for late delivery or installation. Shipping dates are estimated and are dependent upon prompt receipt of all information and material necessary. The Company shall also not be liable for any unforeseen delay, i.e. acts of God or inability to obtain necessary labor, materials, or manufacturing facilities due to such causes.

CANCELLATION: Buyer shall not have the right to cancel purchase orders because of reasonable delays in deliveries. Any order or contract if cancelled requires payment based on the following table:

- Purchase Order Released……..-20%
- Engineering Complete………….50%
- Purchasing Complete…………100%

Changes: The customer has the right to change their order, in writing, if agreed upon by seller. Should such changes alter the amount due or time required for production, an equitable adjustment of price and/or time shall be made. Changes affecting function or performance of item ordered may not be made without prior written consent from MGM.

LIMITATION OF LIABILITY: MGM shall not be liable in contract or in tort for special, indirect, incidental, or consequential damages, such as but not limited to, loss of profits or revenue, loss of use of power system, cost of capital, cost of purchased or replacement power, or claim of customers of purchaser for service interruptions set forth herein are exclusive, and the liability of MGM with respect to any contract, or anything done in connection therewith such as the performance of breach thereof, or from the manufacture, sale, delivery, re-sale, installation, repair or use of any equipment covered by of furnished under this contract whether in contract, in tort, or otherwise, shall not exceed the price of the equipment or part on which such liability is based.

RETURNING APPARATUS:

A. In no case are goods to be returned without first obtaining the Company’s written permission.
B. Any material returned and not authorized will not be signed for and will be returned back deadhead to the sender.
C. Material accepted for credit is subject to a MINIMUM restocking charge of 20% plus all transportation charges.
D. Material built to order is not subject for credit under any circumstances.
E. If return is caused by fault of the Company, full credit will be allowed.

EXPORT PACKING: Refer to factory for additional cost of export packing.

SPECIAL CONDITIONS FOR POWER TRANSFORMERS: Because of their nature, size, and weight, the following additional policies apply to power transformers:

A. MGM Transformer Company reserves the right to determine the best mode of shipping.
B. Prices quoted for transformers do not include high voltage or low voltage bushing connectors unless specified in the inquiry and quotation.
C. Field inspection or supervision is not included.
D. Standard testing is included. Special testing or witness testing are extra cost items.
E. In the event of default by buyer of any obligation buyer agrees to pay costs and expenses including attorney fees, costs of suit and interest at 10% per annum.