

**M&M ENERGY SUPPLY CO.**  
**TERMS, WARRANTY, AND CONDITIONS OF SALE**  
MODIFICATIONS TO THIS DOCUMENT ARE NOT ACCEPTABLE  
**General**

**PRICES**

All sales made are at M&M Energy Supply Co. price in effect at time of sale. Quoted prices shall not include sales, use, excise, or similar taxes that shall be billed to and paid by the Buyer.

**VALIDITY OF QUOTATIONS**

M&M Energy Supply Co. will endeavor to quote material per your requirements and return said quotations to you in a timely manner to facilitate the order process. Unless otherwise stated, the prices quoted will be valid for 30 days. Pipe quotations will be valid for a period of 2 days and Polyethylene Pipe and Fitting quotations will be valid for a period of 7 days. **In all cases we will work with our customers and suppliers to maintain consistency and competitiveness of the quoted price.**

**SHIPPING POINT**

Unless otherwise stated, shipping points are M&M Energy Supply Co. store locations where the material was ordered. All material will be sold F.O.B. shipping point unless otherwise stated on the face of the invoice.

**CREDIT AND PAYMENT**

Payment terms, unless otherwise stated, shall be NET 30 days from date of invoice. Prices do not include the cost of financing and a charge of 18% (1-1/2% per month) for overdue accounts not to exceed the legal limit. We reserve the right to refuse shipment or delivery if reason to question financial responsibility develops. **All accounts with balances 60 days past due will be placed on Credit Hold. Accounts with a status of HOLD will not be re-opened until the account is paid current.** Prepayment may be required before shipment or delivery to certain overdue accounts. The buyer agrees to pay all costs of collection or securing or attempts to collect or secure any and/or all indebtedness to M&M Energy Supply Co. including but not limited to attorney's fees, whether or not involving litigation.

**DELIVERY**

Delivery promises are made to the best of our earnest knowledge and depend upon promises made to us by our suppliers and theirs and are therefore estimates. We assume no responsibility for delays due to transportation, fires, strikes, floods, other natural disasters, accidents, human error, or other causes beyond our control. We will not be liable for any damages whatsoever, whether direct, indirect, special, or consequential resulting from a missed delivery date.

**PROOF OF DELIVERY**

At time of delivery and/or receipt of material the receiving party will sign and print their name on a Sales Order document. This document will become a formal Proof of Delivery. Once the material is received and signed for, an invoice will be generated. Exceptions to this policy can be altered in writing between M&M Energy Supply Co. Executive Management and Upper Management of our customer.

**LIABILITY**

M&M Energy Supply Co. owned equipment (fitting trailers, pipe trailers, poly handling equipment, etc.) left in possession of the customer for convenience of use must be signed for by a representative of the customer for proof of delivery in the contingency of loss, or theft of both equipment and contents.

**SHIPPING ERRORS / DAMAGED GOODS**

Claims due to shortages, erroneous shipment, or damaged goods must be made within 10 days after receipt of shipment. Prior payment does not prejudice a claim.

**RETURNED GOODS**

Normally stocked material may be returned for credit by authority of the local store manager if returned within 30 days of purchase and in good saleable condition. Buy-out material may be returned within the same time frame but may be subject to a restocking charge not to exceed 25% of the selling price. Specialty items manufactured specifically for the buyer may not be returned. The buyer agrees that any credit balance should be applied within one year of issuance, and any credit balance older than one year may be subject to cancellation.

**LIMITED WARRANTY**

M&M Energy Supply Co. will endeavor to stand behind any product sold through its field locations, however, for sake of clarity in product claims and/or litigation, the manufacturer's warranty will apply in all cases. M&M ENERGY SUPPLY CO. makes no further guarantee either express or implied. Allowing another supplier or vendor to examine or service a product that we have sold immediately voids and nullifies all warranty and responsibility we have for that product and that particular application.

**GENERAL**

The interpretation of this contract and performance of the Buyer and M&M Energy Supply Co. hereunder shall be governed by the laws of the State of Oklahoma. **JURISDICTION AND VENUE OF ANY LITIGATION ARISING FROM AN ALLEGED BREACH OF THE TERMS OF THIS AGREEMENT SHALL BE IN THE DISTRICT COURT OF OKLAHOMA COUNTY, STATE OF OKLAHOMA**

**ACCEPTANCE OF TERMS, CONDITIONS, AND WARRANTY**

These terms and conditions constitute the complete agreement between buyer and seller, and printed statements on customer's order to the contrary notwithstanding. Any conditions other than these must be agreed to in writing to be applicable. **The issuance of an order to M&M Energy Supply Co. shall constitute acceptance by Buyer of herein stated terms, conditions, and warranty.**