



TERMS AND CONDITIONS

Dealer Authorization:

Only dealers ("Dealer") that have completed a credit application with Marco Group Incorporated ("MGI"), have furnished a Resale Certificate, have been approved by MGI, and are in good standing with MGI are authorized to market, provide pricing, and submit orders for MGI products.

Pricing:

All pricing provided by MGI to Dealers is based on a current list price and excludes taxes, freight, delivery, and installation. Any discount MGI offers a Dealer will be from current list price at the discount stated in the Dealer's agreement, unless MGI has offered a special volume price quoted to the Dealer for a project. In order to obtain the discount from an issued quote, Dealer must provide the quote number and/or project name, discount and pricing at the time submitting a purchase order. Failure to provide quote documentation will result in the Dealer receiving their standard discount off the current list price as stated in the Dealer's agreement.

Payment Terms:

MGI will invoice Dealer for product upon shipment; Dealer agrees to pay each invoice Net 30 days from the invoice date. If Dealer is making payment via credit card, payment must be made at date of invoice and a 3% surcharge will be added to the invoice. No payment may be withheld because of partial delivery. MGI has the right to hold future purchase orders on any Dealer who has past due invoices. If MGI takes any action to collect any amount past due, Dealer will pay all costs and expenses, including court cost and reasonable attorney fees incurred by MGI in collecting such amount.

Order Placement and Acknowledgements:

Dealers will submit all orders with complete model number (i.e., color, frame, material, finish), and for product that must be shipped in cartons, carton quantity. Items not ordered in carton quantities will be assessed a broken carton fee as noted in Dealer agreement. MGI will not process or put into production an order without a complete model number. After an order is processed, MGI will acknowledge the order via email. Acknowledgements provided by MGI represent estimated completion dates and are not contractually binding. Any expenses incurred as a result of longer lead times will be the responsibility of the Dealer. Dealer is responsible for checking the acknowledgment and immediately notifying MGI of any discrepancies. Purchase orders are accepted by MGI in either of the following ways:

- Email orders to orders@marcogroupinc.com
- EDI

Sample Orders:

Dealer may place a sample order at no-charge for the product (limited quantities) with Dealer paying all freight charges on their preferred carrier.

Order Changes and Cancellations:

Changes requested by Dealer after MGI has acknowledged the order, must be sent in writing and approved by MGI. Upon receipt of submittal, MGI will notify the Dealer within two business days if any prevalent concerns based on the order status (i.e. order has been produced, staged for shipping, and/or shipped). If MGI approves, in writing, any request by Dealer to cancel all or any part of an order after two business days from the time of acknowledgement.

Returns:

Product will not be returned for refund, credit, or replacement without written approval from MGI Management. Dealer must make request within thirty days of receipt of product. If approved by MGI, Dealer agrees to pay 30% restocking fee of net product price and return freight charges. Product must be returned in the original packaging in resalable condition to receive full credit. Damaged merchandise and returns without authorization will be refused, and the Dealer will be responsible for all applicable freight charges.

NOTE: The following items are not returnable: Sneeze Guards, Makerspace Storage Carts, 12-Cubbie Storage, Instructor Stations, Bookcases, Mobile Casegoods and Band-Stor items.

TERMS AND CONDITIONS (CONTINUED)

Lead Times:

MGI lead times are posted in the price list on each product page to represent that specific product. If purchase order has multiple products with different lead times, the purchase order will ship at the time of the longest lead time item. Lead time will be calculated based on the time the order is processed.

Freight Class:

All "Freight Class" presented on price list represents shipping one (1) carton. Freight classes are determined on freight density and are subject to change with quantity ordered.

Shipment Terms:

All orders shall be shipped "pre-pay and add" by MGI's carrier of choice, unless Dealer specifies shipping "third party". Best way shipping will be used. Pricing on shipments is an estimate and may vary by special charges incurred due to the consignee. These are estimates and additional charges are the responsibility of the Dealer.

- LTL Shipments will ship via Dealer's specified carrier with all freight charges inclusive of any additional charges resulting from expanded services as requested by the dealer billed third party. Routing instructions must be clearly designated on purchase order with no ensuing shipping changes recognized if submitted inside 3 business days prior to actual shipment in support of MGI's freight scheduling efforts.
- Van/Truckload Shipments MGI will provide the Dealer with a truckload freight estimate within the formal project quotation. Within 30 days prior to shipment of the order, an updated freight quote will be provided that will supersede the original freight estimate. MGI will ship via Dealer's specified carrier with all freight charges inclusive of any additional charges resulting from expanded services as requested by the dealer billed third party. Routing instructions must be clearly designated on the purchase order with no subsequent carrier changes recognized if submitted inside 3 business days prior to actual shipment in support of MGI's freight scheduling efforts. If MGI is requested to delay the shipment of an order that is ready for shipment as per schedule routed either van or truckload, shipment will be made either to a Dealer provided storage facility or will be stored by MGI with the Dealer responsible for the associated storage costs.

Shipment Damages:

All shipments should be carefully inspected by the consignee prior to acceptance, and the delivering carrier should be requested to record any visible damage or shortage on the delivery receipt before the consignee signs it. Immediately after receipt of merchandise, cartons should be opened and merchandise checked. If damage exists, notify freight carrier immediately and request an inspection. All original cartons and product must be kept for a freight claim to be filed. If this is disregarded, MGI will not be responsible for the damages. Concealed damages must be reported within 5 days post receipt of shipment. On all concealed damage claims, MGI, the carrier and the Dealer will each be responsible for one-third of the total claim amount.

Shipment Shortages:

Shortages not reported within 5 days of shipment will not be honored for a claim. Shortages must be noted on the BOL at the time of delivery and reported to MGI within 5 days for consideration.

***Pricing, discounts, payment terms, and other terms and conditions applicable to the sale of products to the Dealer are subject to change by Marco Group Incorporated.**

Corporate and Warehouse Physical Address

5400 Doniphan Drive, Neosho, MO 64850

Email Address: info@marcogroupinc.com

Payment Remittance:

Marco Group Inc., 5400 Doniphan Drive, Neosho, MO 64850

Phone:

417-455-9663 or 1-888-627-2601

Fax: 417-455-0057