



# M&M Distribution Equipment Sales Agreement

**Instructions:** Please read, print, sign, and date this document where indicated. Once completed, scan and return the pages to [orders@mm-distribution.com](mailto:orders@mm-distribution.com), submit by mail to PO Box 122, Kechi, KS 67067 or sign by digital signature if applicable. If you have any questions about this document please contact M&M Distribution at +1 (888) 858-1587

## 1. Scope of Work and Customization

The Seller agrees to provide the equipment as specified in the Approved Quote.

- **Finality of Design:** Any changes requested by the Buyer after the signing of this agreement may result in additional charges and delivery delays.
- **Buyer Approval:** The Buyer's signature herein on the final design specification constitutes absolute acceptance of the unit's dimensions, capacity, and features as agreed upon by electronic communication or quote form.

## 2. Payment and Finality of Sale

- **Non-Refundable Deposit:** A 30% deposit is required to begin work on specified items. This deposit is non-refundable once materials have been ordered or labor has commenced.
- **Full Payment:** Full payment is required to begin work on specified items. Payment rules are governed by the agreed upon sections below.
- **Payment Penalty:** All payments done by credit card or charged methods will incur a minimum 3% additional fee per transaction.
- **Cancellation Terms:**
  - **Immediate Processing:** The buyer has the option to waive all rights to a cancellation period for immediate processing of the product or equipment. Non-Refundable Deposit applies. Signature and acceptance required.
  - **Grace Period:** The buyer has the option to a 5 business day grace period for cancellation before the order is processed for build. Non-Refundable Deposit does not apply until the order is processed. All deposits or full payments may be refunded minus any applicable fees during this period. Signature and acceptance required.
- **3rd Party Financial & Lien Obligations:** The buyer is solely responsible for notifying their leasing company or financial institution of the purchase. In the event of a lien on the equipment, the buyer is responsible for notifying the relevant institution.
- **Registration & Insurance:** The buyer is exclusively responsible for all requirements regarding the equipment's registration and insurance.



- **General Liability Disclaimer:** M&M Distribution and its suppliers are not responsible if you fail to notify your financial or leasing institution. Additionally, we are not liable for any fraudulent activity committed by the person signing this document.
- **Final Sale:** Once the unit is delivered or picked up, all sales are final. No returns or refunds will be issued for equipment.

### 3. Delivery and Risk of Loss

- **Carrier Liability:** If a third-party carrier is used, the Seller's responsibility ends once the equipment is loaded onto the carrier's vehicle. The Seller is not liable for transit damage or shipping delays.
- **Unloading Responsibility:** The Buyer is responsible for providing the necessary equipment (e.g., forklift, loading dock) to safely unload the unit. The Seller is not liable for any damage incurred during the unloading process.
- **Inspection:** Buyer is responsible for inspecting the equipment before accepting from the carrier. Proper documentation and pictures of assumed damage are required for an expedited damage claim. Inform Carrier of damage and refuse acceptance for maximum liability protection for claim damages.
- **Carrier Fees:** Buyer is responsible for any additional fees not covered in the original quote that are associated with the shipping process including, but not limited to, storage, redelivery, demurrage, layovers, liftgate services, or address correction fees resulting from inaccurate information provided by the Buyer.
- **Delivery Location Note:** Residential Zoned addresses are not classified as "Business" by the shipping companies and WILL incur additional charges. Fees will be passed along (as noted in Carrier Fees) for incorrect address zoning classifications. Other examples of limited delivery classifications may include Construction, Religious, Medical, Education, Airport, etc.
- **Documentation:** Certain documents may not be available until the equipment is complete.

### 4. Limited Warranty and Liability

- **"As-Is" Component Warranty:** Components manufactured by third parties (e.g., axles, tires, pumps) are covered solely by the original manufacturer's warranty.
- **Limitation of Damages:** In no event shall the Seller be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profits, loss of use, or downtime, even if advised of the possibility of such damages.
- **Maximum Liability:** The Seller's total liability for any claim arising out of this sale shall not exceed the purchase price of the unit.
- **Equipment Liability:** For normal-use Warranty and Liability coverage after accepted delivery, see the respective policies for the equipment provided by the manufacturer or distributor.

## 5. Operation and Maintenance

- **Assumption of Risk:** The Buyer acknowledges that operating heavy equipment involves inherent risks. The Buyer assumes all responsibility for training operators and maintaining the unit according to the provided manual.
- **Calibration Runtime:** The Buyer acknowledges that the unit may show signs of minor use (e.g., engine hours, water in tanks) resulting from mandatory factory testing and calibration.

## 6. Dispute Resolution

M&M Distribution and our Manufacturing Partners are committed to acting in good faith to resolve any disputes between the buyer and seller. We will make every reasonable effort to mediate and find a fair resolution for all parties involved.

- **Policy:** All disputes that are not otherwise stated in this document shall be governed by the policies outlined on any respective M&M Distribution website policy where the transaction was initiated from.
  - **Governing Law:** This agreement shall be governed by the laws of the State of Kansas.
  - **Mandatory Arbitration:** Any dispute arising from this contract shall be settled by binding arbitration, and both parties waive the right to a jury trial.
  - **Attorney Fees:** In the event of litigation or arbitration, the prevailing party shall be entitled to recover reasonable attorney fees and costs.
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M&M Distribution, LLC  
PO Box 122  
Kechi, KS 67067  
+1(888) 858-1587



## 7. Signatures

By signing below, the Customer acknowledges that they have read and understood this Agreement in its entirety. Execution of this document constitutes full acceptance of, and intent to be legally bound by, all terms and conditions specified herein. For questions, contact M&M Distribution +1 (888) 858-1587

### Initial Payment Agreement

Amounts agreed upon during the initial quoting process required for processing.  
Additional fees may apply as outlined in Section 2 and Section 3.

(for internal use)

30% Deposit Amount	\$ _____
Full Payment Amount	\$ _____

### Cancellation Agreement (check mark or X)

By checking below, the Buyer expressly agrees to the marked option as specified in:

#### **Section 2: Cancellation Terms**

Grace Period: \_\_\_\_ Immediate Processing: \_\_\_\_

### Contract Acceptance

Buyer: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: M&M Distribution

Signature: \_\_\_\_\_

Date: \_\_\_\_\_