

Blue Mountain Energy, Inc.

Terms & Conditions

1. **Acceptance:** This proposal becomes a binding Contract when signed, without changes, by an authorized agent of Buyer and returned to Blue Mountain Energy (BME) within 30 days. If Buyer issues a purchase order or contract on its own form, it must include the same BME Job Number, price and terms and conditions contained herein. Conditions not incorporated into this contract will not be recognized and no oral representations or agreements shall be binding upon BME unless stated in writing in this Contract.
1. **Payment terms:** will be based on the approved Schedule of Values (SOV).
2. If there is no SOV, then a 60% deposit is due prior to ordering/shipping parts or equipment. A 30% payment is due upon the equipment's arrival at the project site. The final 10% is due when equipment is started up/commissioned.
3. Credit card purchases allowed up to \$5,000.00. (A credit card processing fee of five percent (3.0%) will be added to the payment amount). Payments over \$5,000.00 must be check, money order or ACH.
4. Finance Charges will be assessed on any past due invoices at the end of each month at the rate of 1.5% per month (18% per annum)
5. Payment terms are subject to BME credit approval and BME's determination of credit worthiness at BME's sole discretion.
6. BME reserves the right to place any account on credit hold for past due balances and/or late payments.
1. **Warranty:** BME guarantees to the Buyer that the products and services provided under this agreement will be free of defects in materials and workmanship for a period of one (1) year from the date of installation and agrees to, during the 1-year period, make any repairs or adjustments necessary due to faulty workmanship or materials at no charge to the Buyer. BME's liability is limited to the cost of repair or replacement by BME's own workers and Buyer waives any claims for consequential damages allegedly caused by BME or its suppliers.
2. Buyer's exclusive remedy for any breach of contract or warranty shall be limited to the price of the Product (s) purchased. All claims against the Seller of whatsoever kind shall be limited to replacing F.O.B. Seller's dock any product which may prove to be defective or at Seller's option, allowing a refund of the purchase price of such defective product(s); provided the Buyer gave Seller prompt notice in writing of the defect or defects within ten (10) days of first use, but in no event more than thirty (30) days after receipt of the goods by the Buyer; and if inspection by Seller, at Seller's option, confirms the defect or defects.
3. It is expressly agreed that Buyer shall not be entitled to recover any incidental or consequential damages as those terms are defined in the Uniform Commercial Code.
1. **Shipment dates:** are estimates only. No contract will be made to ship at a specified time unless, in writing, signed by an officer of BME. Shipments shall be f.o.b. factory or warehouse at the named shipping point with the title passing to the Buyer upon delivery to the carrier by BME.
1. **Returns:** Goods must not be returned except with advance approval of BME and when so returned will be subject to discount. Note: Electronic parts are ineligible for return.
2. All returned items must be in saleable, new, complete, unused, and undamaged condition.
3. Approved items to be returned require completion of Return Authorization Form.
4. All freight arrangements and costs to return products to BME will be the responsibility of the Buyer.
1. **Cancellation:** If, following acceptance of this proposal by the Buyer, all or any portion of this order is canceled by the Buyer without default on the part of the Company or without BME's written consent, the Buyer shall be liable to BME for cancellation charges including, but not limited to BME's incurred costs and such profit as would have been realized by BME from the transaction had the agreement not been breached by the Buyer.