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## STANDARD TERMS AND CONDITIONS OF SALE

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### 1. Acceptance of Orders

All orders are subject to Seller's written acceptance. Seller's acceptance is expressly conditioned upon Buyer's agreement to these Terms and Conditions of Sale ("Terms"). Any additional or different terms contained in Buyer's purchase order, acknowledgment, or other documents are expressly rejected and shall be of no force or effect unless expressly agreed to in writing by Seller.

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### 2. Prices and Payment

Prices are as quoted and valid only for the period stated in Seller's quotation. Unless otherwise agreed in writing, payment terms are Net thirty (30) days from invoice date.

Seller may suspend production or shipment if payment is past due. Late payments may, at Seller's option, accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, if less. Buyers may not withhold, deduct, or set off any amounts without Seller's prior written consent.

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### 3. Delivery and Lead Times

Delivery dates are estimates only and are based on current production capacity and material availability. Seller shall not be liable for delays caused by events beyond its reasonable control, including but not limited to supply chain disruptions, labor shortages, transportation delays, acts of God, governmental actions, or carrier delays.

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### 4. Risk of Loss

Risk of loss or damage to the Products shall pass to Buyer upon shipment from Seller's facility, unless otherwise expressly agreed in writing.

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## 5. Inspection and Acceptance

Buyer shall inspect the Products **immediately upon receipt** and in no event later than **seven (7) days after delivery** for quantity, conformity, and visible condition.

Except for valid warranty claims expressly permitted under Section 7, **Buyer's failure to notify Seller in writing of any nonconformity within seven (7) days of receipt shall constitute irrevocable acceptance of the Products and a waiver of all claims relating to such nonconformity**, including claims for shipping damage.

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## 6. Shipping Damage Claims (Receipt-Based Only)

### A. Notice and Timing

All claims for damage occurring during transportation ("Shipping Damage") **must be reported to Seller and to the delivering carrier on the same day the Products are delivered**, and in all cases **no later than seven (7) days from receipt**.

Failure to provide timely notice to both Seller and the carrier shall bar any Shipping Damage claim.

### B. Evidence Requirements

As a condition precedent to any Shipping Damage claim, Buyer must provide **contemporaneous evidence**, including:

- photographs of the **outer packaging**,
- photographs of the **inner packaging**,
- photographs of the **Product**, and
- a delivery receipt or carrier documentation noting the damage,

**all taken at the time of delivery and prior to storage, handling, or installation.**

Photographs, packaging, or other evidence produced at a later date shall not be sufficient to support a Shipping Damage claim.

### C. Exclusions and Presumptions

Shipping Damage claims **do not constitute warranty claims** and are expressly excluded from coverage under Section 7.

**Products that have been installed, used, stored, or exposed to wastewater or other environmental conditions shall be conclusively presumed not to have been damaged during shipment.**

Seller shall not be responsible for damage caused by improper handling, storage, environmental exposure, or installation after delivery.

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### **7. Limited Warranty (Manufacturing Defects Only)**

Seller warrants that the Products shall be free from defects in materials and workmanship under normal use and proper installation for a period of **thirty-six (36) months from the date of shipment.**

This warranty applies **only to manufacturing defects** and does **not** cover damage or failure resulting from:

- shipping or transportation,
- improper handling, storage, or environmental exposure,
- improper installation, operation, or maintenance,
- misuse, abuse, modification, or repair by persons other than Seller, or
- use outside Seller's specifications, instructions, or recommended applications.

Seller's sole obligation and Buyer's exclusive remedy under this warranty shall be, at Seller's option, **repair or replacement of the defective Product.**

**Shipping Damage claims not reported in strict compliance with Section 6 are expressly excluded from this warranty.**

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### **8. Limitation of Liability**

To the fullest extent permitted by law, Seller's total liability arising out of or relating to any order or Product shall not exceed the amount paid by Buyer for the specific Product giving rise to the claim.

In no event shall Seller be liable for indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, lost production, downtime, or business interruption, even if Seller has been advised of the possibility of such damages.

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## **9. Indemnification**

Seller shall indemnify Buyer only to the extent that a third-party claim arises directly from Seller's proven negligence or willful misconduct in the manufacture of the Products.

Seller shall have no obligation to indemnify Buyer for claims arising from Buyer's specifications, designs, misuse, improper installation, storage, or combination of the Products with other items not supplied by Seller.

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## **10. Intellectual Property**

All intellectual property, designs, processes, know-how, and manufacturing methods used in connection with the Products remain the exclusive property of Seller. Any customization or modification performed for Buyer does not transfer ownership of intellectual property unless expressly agreed to in writing.

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## **11. Cancellation and Termination**

Buyer may not cancel or terminate any order once Seller has commenced production without Seller's prior written consent. If cancellation is approved, Buyer shall be responsible for all costs incurred, including raw materials, work-in-process, and reasonable overhead.

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## **12. Governing Law and Venue**

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-law principles. Any legal action arising out of or relating to these Terms or the Products shall be brought exclusively in the state or federal courts located within Florida.

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## **13. Entire Agreement**

These Terms, together with Seller's written quotation and order acknowledgment, constitute the entire agreement between the parties and supersede all prior or contemporaneous agreements, representations, or communications, whether written or oral.

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