

Terms & Conditions

THIS IS A CONFIRMING PURCHASE ORDER TO THE SELLERAS LISTED.

1. Hold for release pending submittal approval. No material to be shipped to the jobsite prior to receiving a written release order from MARON ELECTRIC COMPANY(MEC), Purchaser. No material/release orders are to be taken verbally. Invoices for material shipped that has not been authorized by a MEC Purchase Order or Change Order, will not be paid.
2. All items furnished on this Purchase Order shall bear U.L. label and comply with all National Electric Code, local inspection authority and City of Chicago requirements.
3. MEC will not be responsible for goods delivered or work performed without our formal written purchase order.
4. Material on this order is purchased F.O.B. Job Site unless otherwise noted.
5. All material and equipment is to be shipped on a lift gate truck unless otherwise specified. No shipments via United Parcel Service, etc. to jobsites without prior written approval of Purchaser.
6. For orders of generators, UPS systems and other equipment requiring start up and testing, a ten percent retention will be held until acceptance by the owner's representative.
7. This order is not subject to escalation.
8. Seller warrants and guarantees that all goods furnished under this Purchase Order shall be new and unused, unless otherwise specified, and shall be free from all faults, defects, and deficiencies without limitation.
9. Warranty of goods supplied by this order shall be per plans and specifications, and latest addenda of the noted project and shall begin upon project substantial completion.
10. This Purchase Order may only be amended by written agreement signed by an authorized representative of MEC. Seller agrees that Purchaser shall not be liable for paying Seller as to any oral modifications of this Purchase Order and Seller hereby waives and agrees to be barred from asserting any claim, action or cause of action against Purchaser or any director, officer, agent or employee of Purchaser as to any claimed oral modification of the Purchase Order.
11. All time limits stated on this order are of the essence. No extension of time shall be valid without MEC's written consent.
12. Seller warrants and guarantees that Seller possesses title to all goods supplied under this Purchase Order and any amendment and modification thereto, and that title to such goods shall pass to Purchaser free and clear of all liens, claims, security interests or encumbrances upon delivery of Seller's goods to Purchaser. Seller further warrants and guarantees that the goods supplied under this Purchase Order do not and will not infringe any patent or violate any intellectual property right.
13. It is further specifically agreed between the parties hereto that no payment made under this order shall be conclusive evidence of the condition of the herein stated goods or the performance by the seller pertaining to this order either in whole or in part, and that no payment shall be construed as acceptance of defective material.

14. The seller shall defend, indemnify and hold harmless MEC and all its members, agents, employees, successors, and assigns against all claims, suits, damages, losses and expenses, including attorney's fees arising out of or resulting from any defect or deficiency of the goods, or from any claim of infringement or violation of rights based on the goods, or from any defective, deficient, or delayed manufacturing or delivery of the goods furnished by this order.
15. It is herewith expressly agreed that MEC does not assume any responsibility for the seller's payment to any tax collecting authority of any federal, state or local taxes which may be levied or assessed with respect to said seller, its manufacturers or its employees engaged in material and goods being manufactured and delivered to the hereon stated project.
16. In the event of the failure of the seller to pay for equipment and services used in the performance of this order, MEC may, at its option, without notice to the seller, pay for such claims and charge the amount to the seller. In case any action or filing to establish liens is brought by any person, firm, or corporation employed by the seller, the seller shall, at its own expense (including attorney's fees), initiate or defend an action to effect cancellation of such lien promptly and without delay and per any such lien established in court.
17. This Purchase Order shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.
18. Any services conducted or work performed per this order must be done in complete compliance with O.S.H.A.
19. Material received and invoices received by the 25th of the month will be paid on or about the 25th of the following month.
20. To insure prompt payment, seller invoice must have a complete MEC PO# referenced with accurate prices and quantities corresponding to this order.