

LMT, Inc.  
Terms & Conditions

## INTRODUCTION

The Sales Proposal serves as a formal agreement between LMT, Inc. (Seller) and Buyer for work and material resulting in completion and delivery of custom equipment. All work is to be completed in a workmanlike manner according to standard practices and procedures. All material is guaranteed as specified within the signed Sales Proposal and applicable order adjustment forms.

## SALES PROPOSAL

All proposal pricing is guaranteed for 30 days. All lead times are estimations beginning on the date when both the signed sales proposal and down payment are received by Seller. Due to external factors such as shipping arrangements, payment fulfillment, and material acquisition, estimated lead times are not guaranteed. Seller will, however, do everything within its power to satisfy the order within a reasonable period of time. Any additional options or estimated freight charges listed are not included in proposal total.

## PAYMENT TERMS

In addition to a signed Sales Proposal, a down payment of 30% of the declared price from Buyer is required to execute an order. Payment for order and applicable freight charges must be made in full prior to release of equipment.

## FEDERAL EXCISE TAX

Federal Excise Tax (FET) applies to tank assemblies mounted or intended to be mounted on a vehicle chassis with a Gross Vehicle Weight Rating (GVWR) exceeding 33000 pounds. FET is 12% of the tank body. Optional components may not be subject to FET. In the event that Buyer is operating as a reseller and opts to defer FET until resale of equipment, Buyer will execute an FET Exemption Certificate and assume full liability of payment.

## CHANGE ORDER

Once original Sales Proposal is signed, modifications to an order will be executed only by a signed Change Order form by Buyer. Since down payment is used for procurement of materials, certain modifications may require additional down payment from Buyer. Certain adjustments, depending on the nature of the modifications and state of the order, could increase estimated lead time. Any changes to estimated lead time will be declared in the Change Order form.

## ORDER CANCELLATION

Request for order cancellation must be submitted to Seller in writing. Order cancellation will result in Buyer forfeiting his or her down payment. A credit may be issued, at Seller's discretion, if no material or labor costs were incurred. Accordingly, the credit will be less than or equal to the amount of down payment. Ultimately, credit to Buyer is not guaranteed, but Seller's ruling is to be

fair and impartial. Any credit issued to Buyer is valid for a period of twelve (12) months following the date of cancellation.

## PRICE CHANGES

In the event, at any time during performance of its obligations hereunder, LMT's cost of performance significantly changes due to causes beyond its reasonable control, such as material and component costs, LMT reserves the right to adjust the project cost. Such adjustment shall be subject to the supporting documentation provided by LMT as may be reasonably requested by the customer.

## PRODUCT DESIGN

Concept drawings are available upon request. Concept drawings may not be an exact representation of the final product. Detailed engineered drawings and/or renderings are available for an additional cost to Buyer.

## SHIPPING & CUSTOMER PICK-UP

Once order is completed by Seller, Buyer must have balanced paid in full prior to receiving equipment. Equipment may be either picked-up or shipped.

Customer pick-up may be made at the following address between the hours of 8:00am & 4:00pm CDT (Seller requires notification prior to pick-up):

LMT, Inc. • 1105 SE 2nd St. • Galva, IL 61434

Freight charges are not included in the sale price or on the quotation unless specifically noted. Our equipment is FOB Galva, IL, unless otherwise noted. LMT can arrange transportation if requested; quoting you with the freight amount prior to any type of delivery. Should you want LMT to pre-arrange freight, we can add it to the Invoice prior to final payment for your equipment. Freight estimates are not guaranteed. Any estimate Seller receives from freight carriers at the time of proposal may be invalid once order is completed. Buyer is liable for any additional post-delivery freight charges incurred. Delivery dates are not guaranteed. Seller will provide assistance to the freight carrier during loading of equipment. Costs for any crating, packaging, or labor needed for freight shipment will be charged to Buyer.

## WARRANTY

### *LMT Manufactured Products*

All LMT tank assemblies are covered under a one (1) year manufacturer's warranty. Warranty does not cover freight cost or labor to replace warranty part. If failure of part is due to misuse, lack of maintenance or faulty operation, said warranty does not apply. Warranty is applicable to the original purchaser and is not transferable. Not applicable to equipment that is rented or leased. Once

warranty has expired, Seller will still make a reasonable effort to support, troubleshoot, and, if necessary, repair issues that prematurely present themselves. Seller reserves the right to rule on a proper method of resolution. Buyer may be subject to freight and labor charges for both warranty and post-warranty repair.

*Non-LMT Manufactured Products*

Equipment manufacturers expressly warranty their new products. The length and terms of the warranty is solely dependent on the manufacturer. The parties expressly agree that any such warranty is a contract solely between the manufacturer and the Buyer, Seller is not a party to any such contract, and that any such contract is not a part of the basis of the contract between Seller and Buyer.

Seller is not liable for deterioration due to any post-delivery modification or neglect to equipment by Buyer or associated parties: removing baffles, removing rail end caps, neglect of shutoffs, etc. In the event of an issue, Buyer is to notify Seller as soon as possible. Seller requests that the images of the issue at hand be sent to:

[info@lmtmfg.com](mailto:info@lmtmfg.com)

**RENTAL TERMS AND CONDITIONS**

- Customer must call a minimum of 3 hours prior to pick up.
- Rentals based on 8 hours per day, 40 hours per week, 160 hours per month. Additional hours subject to charge at regular hourly rate. No over time charges apply.
- All machines will be delivered with a full tank of fuel. Fuel will be billed in accordance with current market pricing if not returned full.
- Hauling, tax & insurance are not included in enclosed rental rates. Proof of insurance must be provided.
- The customer is responsible for all damage and unusual wear and tear to the machine.
- A cleaning fee based on time and maintenance may be charged for the return of excessively dirty machines.
- No credit will be given to customers due to inclement weather conditions.
- Rental agreements, including UCC's, must be signed.
- All rentals are payable in advance and subject to prior sales.
- Customers must inform LMT of any rental machine going to a "HazMat" site. Customers will be required to provide proper documentation declaring that a machine has been detoxed when returning the machine.
- Rental rates are subject to change at any time without notice.