

Marquette Mineral Terms & Conditions

[Tomlinson Group](#) > Marquette Mineral Terms & Conditions

General Terms and Conditions

Application

These Terms and Conditions apply to every sale of any materials (“**Products**”), by Marquette Mineral, its subsidiaries or affiliates (collectively, “**MARQUETTE MINERAL**”) to the customer (the “**Customer**”). These Terms and Conditions constitute the complete terms applicable to the sale of Products by Marquette Mineral to Customer, and supersede any prior negotiations, representations, or agreements. Any conflicting or additional terms provided by Customer, including terms set forth in any order, will not apply.

Orders

All orders must be placed at a minimum of one full business day in advance.

Pricing

Marquette Mineral reserves the right to increase pricing with a 30 days’ written notice or according to contract terms. Increases in any applicable taxes will be implemented immediately.

Invoicing and Payment

The Customer shall pay to Marquette Mineral the price of the Products or Services within thirty (30) days from the date of receiving an invoice from Marquette Mineral. Marquette Mineral’s prices do not include applicable taxes. Taxes will be added to the price quoted and appear as a separate line item on the Customer’s Invoice.

All quotes are subject to approved credit. Late charges on balances over sixty (60) days from date of invoice will be charged at a rate of 1.5% compounded monthly for an effective rate of 19.56% per annum until paid. Marquette Mineral reserves the right to cease delivering Products if accounts are sixty (60) days past due.

Site Access

The Customer shall furnish suitable access, including roads and entryways to the point of unloading and reloading in order to facilitate the efficient maneuvering of Marquette Mineral vehicles. The Customer shall prepare a location for the Products that is flat and easily accessible.

The Customer shall be responsible for any damages, fines, fees, or other costs incurred by Marquette Mineral in accessing the site, including situations where public or private roadways are dirtied by the trucks as a result of the conditions of the access roads and

entryways. Marquette Mineral shall assume no responsibility for any damages associated with any deliveries.

Delivery

Marquette Mineral will make every effort to deliver and pick-up during regular business hours on the day of delivery or pickup, but shall not be responsible for any delays or other noncompliance with these Terms and Conditions caused by inclement weather, traffic conditions, strikes, lockouts, shortages of material, mechanical breakdown or any other reason beyond its control.

This receipt of the Products by the Customer, their representatives, employees or agents shall constitute full acceptance by the Customer for the Products.

Indemnity

The Customer shall defend, indemnify and hold harmless Marquette Mineral from and against any and all claims, losses, damages, liabilities, costs, fines, penalties and expenses including, without limitation, reasonable legal fees, for injury or death to persons, or loss or damage to property arising out of or relating to the operation, handling, transportation or use of the Products by or while in the possession of the Customer, its employees, agents, contractors, or carriers. The herein indemnity also includes any claims made against Marquette Mineral associated with any charges or fines levied pursuant to applicable laws, regulations, or similar legal requirements regarding occupational health and workplace safety.

Warranty

MARQUETTE MINERAL represents and warrants that, upon delivery, the Products will comply with all written specifications provided by Marquette Mineral. EXCEPT FOR THE FOREGOING WARRANTY, MARQUETTE MINERAL MAKES NO WARRANTY WHATSOEVER, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, WITH RESPECT TO ANY PRODUCTS OR ANY RELATED SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Liability

The liability of Marquette Mineral is limited to its express obligation to deliver Products that are consistent with all written specifications provided by Marquette Mineral. Marquette Mineral shall not be liable for any direct or indirect loss or damage of the Customer resulting from any subsequent failure of any Products, containers, comfort station and equipment or from the lack of suitability of any Product for the work it may be required to

perform. The Customer agrees that in no event shall Marquette Mineral's total liability arising out of or connected in any way with any Products exceed ten percent (10%) of the value of the Products in question provided by Marquette Mineral under the applicable purchase order.

Cancellations

Cancellations or changes made one business day prior to the scheduled service date are subject to a cancellation fee of ten percent (10%) of the applicable purchase order. No cancellation of an order will be accepted after the Product has been loaded at Marquette Mineral's facilities.

Units

All prices quoted per short tonnes in the US.

Pricing

Quoted prices are valid for 30 days from original quote day unless specified in a separate contract.

Taxes

The Customer shall be liable to pay any taxes, including duties, fees, levies or charges that may be imposed by or payable to any government authority in connection with the purchase of Products.

Quantities

Quantities supplied are determined based on scales ticket provided at the Marquette Mineral aggregate operation site or dock.

Specification and Testing

All testing of Products for compliance with specifications shall be based upon Marquette Mineral's test results during production and where additional tests are requested, shall be based upon samples obtained directly from the aggregate stockpiles located at Marquette Mineral's operations or dock, unless otherwise agreed to in writing by Marquette Mineral. No other test results will be accepted.

Governing Law and Venue

These Terms and Conditions and the order shall be governed by and interpreted according to the laws of the State of Michigan (without regard to its conflict of law principles) and the Customer expressly agrees that the United Nations Convention on Contracts for the International Sales of Goods will not apply.

Miscellaneous

No failure or delay by any party in exercising any right, remedy, power, or privilege

hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any other right, remedy, power or privilege hereunder. If any provision or provisions of this Agreement will be held, for any reason, to be illegal, invalid, or unenforceable, then the remaining provisions will nonetheless be legal, valid, and enforceable provisions.