

SERVICE REQUEST FORM

Service Manager: Lance Fisher
Email: lfisher@northeastmachinerysales.com

Company Information:

Company Name:	Date:
Address:	
Contact Name:	Telephone:
Email:	Fax:

Accounts Payable Contact:

Contact Name:	Telephone:
Email:	Fax:
Billing Address:	
AP Manager:	Telephone:
Email:	

Machines Needing Service:

Machine:	Model #:	Serial #:

Effective April 15, 2024 our rates are as follows:

On-Site Time/Labor:

6:00 AM - 5:00 PM: \$195/hour
5:00 PM - 6:00 AM: \$295/hour
Saturdays: \$295/hour
Sundays & Holidays: \$395/hour

Travel/Travel Time:

Monday - Friday: \$135/hour
Saturdays: \$205/hour
Sundays & Holidays: \$270/hour
Hotels charged at rate

Meal Per Diem:

Monday - Friday: \$65/day (when overnight or exceeding 8 hours/day)
Weekends & Holidays: \$75/day

*Additional expenses incurred such as airfare, automobile rental, hotel, tolls, and service-related materials and parts will be itemized on final invoice.

Customers Signature: _____ Date: _____

Customer's Printed Name: _____

**PLEASE EMAIL COMPLETED FORM TO LANCE FISHER.
LFISHER@NORTHEASTMACHINERYSALES.COM**

Thank you for your request for service.

Service Manager: Lance Fisher

SERVICE TERMS & CONDITIONS

Please fill out the Terms information shown below. When completed, send the form back to Lance Fisher at LFisher@northeastmachinerysales.com We thank you for choosing Northeast Machinery.

Terms

Payment will be due in full within **NET 20** days of invoice date unless other terms are agreed upon. Any dispute of charges must be communicated within 10 days of invoice receipt. If communication exceeds 10 days, charges are considered accurate and due in full.

Required Documentation to Schedule

In order for a service tech to be dispatched, you **MUST** provide either:

1. A hard copy of your Purchase Order (Attached with completed form), OR
2. Valid credit card information
 - o AMEX not accepted

Credit Card Provider (MasterCard, Visa, Discover, etc)		Card Expiration Date	
Cardholders Name		Security Code (CVV)	
Card number		Card Limits (If Applicable)	

By providing this credit card information, you authorize us to post the appropriate charges to your account.

*ALL transactions with Mid Atlantic Machinery, Inc. are in accordance with the **Northeast Machinery, Inc.***

***Terms and Conditions of Quotation and Sale.** Any charges of \$2,000 or more will include a 4% handling fee.*

Charges will be posted to this credit card upon completion of the service. In the event we determine that a visit is required for a warranty issue, a partial or full credit will be used in determining the billing amount.

Request and Authorization

The undersigned represent they are duly authorized to request and authorize the purchase of services detailed on this request. Also by signature, payment terms as identified above are agreed to for services, unless prepayment or credit card payment is provided.

Requesting Individual:

Name: _____

Signature: _____

Title: _____

Date: _____

Authorizing Individual:

Name: _____

Signature: _____

Title: _____

Date: _____

Note: Both signatures are required and authorizing Individual must be different that requesting individual unless requesting individual is an owner or officer of the Company.

Northeast Machinery Sales, Inc.

TERMS AND CONDITIONS GOVERNING ALL QUOTATIONS AND ORDERS

This quotation from Northeast Machinery Sales, Inc. (hereinafter referred to as "NMS") does not constitute an offer but is an invitation to place an order. All orders are subject to written acceptance by "NMS" upon sale confirmation and/or acceptance by manufacturers or suppliers. If an order based upon this proposal is accepted by "NMS", it is agreed that the order shall be subject to the terms and conditions set forth herein below. It is also understood that if the order placed is pursuant to a government contract, it shall also be subject to any conditions required by laws of the United States and mandatory terms of such government contract as are disclosed to "NMS". No contract term or condition shall be amended, deleted or added without the express written consent of "NMS" and "NMS" hereby gives notice of objection to any terms set forth in any other writing which are in addition to or different from the terms set forth in this quotation.

1. PRICES

- (a) All sales are made subject to all State, County, City and Federal use, sales and excise taxes, the amount of which the purchaser agrees to pay. Any such tax may be billed to the purchaser as part of the selling price or may be separately billed at any time by the seller, if the seller is required by any Taxing Authority to collect or pay such tax.
- (b) Are F.O.B. factory, at point of manufacture, or port of entry, unless otherwise specified.
- (c) Buyer shall pay all transportation charges and any additional charges for special packaging which the buyer requests.

2. SHIPPING SCHEDULE:

- (a) Subject to prior sale and confirmation by factory at time of acceptance of order.
- (b) Subject to unavoidable delays caused by strikes, accidents or other causes beyond our control including but not limited to acts and regulations of the Federal Government.

3. WARRANTY: The goods that are the subject of this sale have been manufactured by others. "NMS" makes no warranties, express or implied, in connection with this sale and without limiting the generality of the foregoing, hereby expressly EXCLUDES any and all warranties of MERCHANTABILITY and warranties of fitness for a particular purpose. The warranties available to buyer are those extended by the manufacturer to "NMS" to the extent that they are in force and effect, which warranties are on file at the offices of "NMS" and shall be assigned by "NMS" without recourse at buyer's request. Performance and production data, including accuracy, capacity and capability of machines and tools are estimates only and not guarantees since they are dependent upon varying future production factors and conditions not within "NMS" control. No agent, employee or representative of "NMS" has any authority to bind "NMS" to any affirmation, representation or warranty concerning the goods that are the subject of this quotation beyond that specifically included in the written quotation. "NMS" shall have no obligation to install or provide improvements or changes in design adapted by the manufacturer or "NMS" for similar goods subsequent to acceptance of buyer's order. In the event this quotation relates to used machinery, it is hereby agreed that "NMS" makes no warranties, express or implied in connection with the sale and hereby without limiting the generality of the foregoing, hereby expressly EXCLUDES any and all warranties of MERCHANTABILITY and warranties of fitness for a particular purpose and the buyer takes the goods sold hereby in an "as-is", "where-is" condition.

4. PAYMENT TERMS: As stated on proposal. Subject to credit approval at time of acceptance of order unless otherwise stated in quotation. Any unpaid balance thereafter shall be subject to a service charge of up to 1 1/2% per month or the maximum allowed by law, whichever is less. There shall be no extension or change in the time for payment due to delays in installation and/or delays in operation of the equipment caused by damage, warranty service or warranty replacement of parts.

5. ACCEPTANCE OF ORDERS:

- (a) Orders based on our quotation are continuous, outstanding and made by a duly authorized party.
- (b) Orders based on our quotation are subject to acceptance upon sale confirmation and/or acceptance by manufacturer(s) or suppliers.

6. TITLE: All quotations are F.O.B. factory, point of manufacture or port of entry unless other specified. Delivery of equipment to a carrier by manufacturer(s) or supplier(s), consigned by you or as you may direct, shall constitute transfer of title, ownership, possession and property in and to the equipment at such point of delivery, and such carrier shall thereafter be deemed to be acting for you and the equipment shall thereafter be at your risk.

7. CANCELLATION: Orders placed pursuant to this quotation can be cancelled only with "NMS" consent. In the event of such consent, you shall pay to "NMS" promptly upon receipt of invoice from it:

- (a) Contract price for all products which shall have been completed prior to receipt of notice of cancellation.
 - (b) All actual costs made or incurred by "NMS" in connection with the uncompleted portion of the order plus normal profit of the total contract price as partial liquidated damages.
 - (c) Cancellation charges if any of "NMS" on account of its purchasing commitments made under the order.
- All machines and tools paid for by buyer hereunder shall be delivered to buyer in their "as-is" condition at the date of such cancellation at the sole cost and expense of buyer.

8. PROPERTY QUOTATION AND OTHER MATERIALS: This quotation and all drawings, specifications, materials, patterns and special purpose manufacturing aids which are supplied to you by "NMS" shall be kept in confidence and shall be listed and maintained in suitable condition at the expense of buyer and are to be considered the property of "NMS" held on consignment by buyer and to be insured while in buyer's possession. Such articles and all copies thereof from any source shall be returned to "NMS" at any time upon request and shall not be used for any third parties without the express permission of "NMS".

9. APPLICABLE LAW: The contract resulting from the acceptance of an order pursuant to this quotation shall be governed by and construed according to the laws of the Commonwealth of North Carolina.

10. PERFORMANCE IN EVENT OF DEFAULT: In addition to the rights and remedies conferred upon "NMS" by law "NMS" will not be required to proceed with the performance of any order or contract if you are in default in the performance of any order or contract with "NMS" and in case of doubt as to your financial responsibility: shipments under an order may be suspended or sent sight draft with bill of lading attached by "NMS".

11. ERRORS: Any clerical errors are subject to correction and must be brought to the attention of "NMS" as soon as suspected.

12. BUYER'S USE: Buyer agrees that its employees, when operating machinery and equipment purchased hereunder, will comply with all operating procedures set forth in manufacturers operator's manuals and instruction sheets relating to products and Buyer further agrees not to remove or modify any safety device, warning sign, operator's manual or work handling tools. Buyer shall notify "NMS" promptly of any accident resulting from use of machinery and equipment purchased hereunder and agrees to cooperate with "NMS" in investigating and determining the cause of any such accident.

13. OSHA COMPLIANCE: "NMS" makes no guarantees or representations express or implied, that the equipment or tools purchased are in compliance with OSHA. "NMS" also will not guarantee or confirm, express or implied, that the installation or the use of the equipment or tools complies with OSHA.