

**THESE TERMS AND CONDITIONS OF SALE APPLY TO BOTH NEW AND USED MACHINERY**

1. Unless otherwise stated all machines are quoted FCA\* shipping point.
2. Terms of payment: Payment with order unless otherwise stated in our quotation. Payment is in U.S. Dollars
3. All machines offered subject to prior sale and prices quoted are exclusive of government tax. These prices exclude local, state, and federal taxes where applicable.
4. Quotations subject to change without notice. All agreements and/or contracts made by salesmen or representatives are subject to approval by the home office. All scheduled delivery dates are subject to delays caused by strikes, fires, accidents, delays of carriers and other delays unavoidable or beyond our control, none of which factors or events shall rise to any liability on our part. All quoted delivery dates are approximate.
5. Warranties: There are no other warranties which extend beyond the description on the face thereof except those extended for NEW equipment by the manufacturer. These warranties are available in writing upon request.
6. IT IS EXPRESSLY UNDERSTOOD THAT THE WARRANTY MADE BY THE SELLER HEREIN SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF USE, AND THE SELLER DOES NOT WARRANT THAT THE MACHINES AND/OR EQUIPMENT ARE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE, IF BUYER ACCEPTS THE GOODS AND DOES NOT NOTIFY THE SELLER OF ANY BREACH OF WARRANTY WITHIN THIRTY DAYS FROM DATE OF SHIPMENT, THE BUYER SHALL BE DEEMED TO HAVE WAIVED ANY CLAIM FOR DAMAGES, NO CLAIM SHALL BE MADE FOR PROXIMATE DAMAGES, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES TO ANY PRODUCT OF BUYER R FOR BUYER'S INABILITY TO PERFORM ITS CONTRACTS WITH OTHERS.
7. Buyer agrees to indemnify, hold harmless, and defend the seller from any and all claims and litigation caused by the negligence of buyer, its agents, servants, and employees and those who may acquire said machinery from buyer.
8. All conditions respecting warranty made herein shall be applicable to those who may purchase, lease, or otherwise acquire said machinery from buyer, and buyer shall inform any such person that seller does no make any warranty respecting same other than as herein provided.

**FOR USED MACHINERY: IN ADDITION TO THE ABOVE THE FOLLOWING TERMS ALSO APPLY**

1. Return Privilege: If a machine purchased "cleaned, painted and recycled" is proven to be mechanically unsatisfactory, we agree to either accept within thirty days from shipment date, any equipment sold with a return privilege, with all transportation charges to be prepaid by the buyer, or repair machine at our option. This return privilege does not apply to machines sold on a "as is" basis or machines damaged in transit. The buyer shall have the risk of loss of all goods until they are returned to seller in good condition.
2. Machinery descriptions are intended only as a guide and their accuracy is not guaranteed.
3. Machines are offered "reconditioned", "cleaned, painted and cycled" or "as is" to be specific in our offering and acknowledged in customer's purchase order - but at no time do we represent machines to be REBUILT or to comply with the AMERICAN NATIONAL STANDARDS INSTITUTE SAFETY STANDARDS.
4. Used machines may not incorporate approved activating mechanisms, operator safety devices, or safety guards, as required by OSHA or otherwise. It is the purchaser's responsibility that the said used machines be so equipped and safe-guarded to meet OSHA and other requirements before placing such machinery into operation.

**INDEMNIFICATION:** Buyer/Customer/User agrees to indemnify, hold harmless and defend seller from any and all claims, liabilities or lawsuits arising out of the use of, or in any way involving injury or accident occasioned by said equipment. Said agreement includes, but is not limited to, the duty to indemnify, hold harmless and defend seller in any of the following situations: Claims involving or alleging improper or negligent design, maintenance, construction, reconstruction, repair, alteration or modification of the equipment by the seller, its agents or employees; claims involving or alleging breach of any implied warranty of merchantability, fitness for purpose, or safety of the equipment; claims involving allegations of failure, negligent or otherwise, on the part of Federal, State, or Local Government Statutes, Rules or regulations, or as is customary in the trade; and claims involving or alleging negligence by seller, either alone or jointly with buyer or any other person, firm or organization. Buyer/Customer/User specifically agrees to indemnify, hold harmless and defend seller from any and all claims alleging negligence on the part of the seller and waives benefit of any laws, rules, or regulations contrary to, or in limitation of, this agreement. The covenants expressed herein shall be servable, and the invalidity, now or in the future of any of the covenants recited herein shall not affect the validity of the remaining covenants. Under no circumstances shall we or any affiliate of ours have any liability whatsoever for the loss of use or for any indirect or consequential damages.

\*FCA (Free Carrier) as defined by Incoterms 2010