

TERMS AND CONDITIONS

PROVISIONS

1. Acceptance is limited to the provisions contained herein only.
 2. Payment terms are as shown. Buyer will pay a late payment charge of 1-1/2% per month on any invoice balance not paid within terms.
 3. Delivery terms are f.o.b. shipping point. Dates of delivery are determined from the date of seller's acceptance of any order or orders by buyer and are estimates of approximate dates of delivery, not a guarantee of a particular day of delivery. Seller shall not be liable if failure or delay is due to an act of God, war labor difficulties, accident, or any other causes of any kind whatever beyond the control of seller.
 4. Any tax imposed by federal, state or other governmental authority on the sale of the merchandise and service referred to in this quotation shall be paid by buyer in addition to the quoted purchase price.
 5. SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF THIS OFFER.
 6. It is the User's responsibility to provide proper safety devices and equipment to safeguard the Operator from harm for any particular use, operation or set up, and to safeguard adequately the machine or machines to conform to all Federal, State and Local Government Safety Standards, and all Industry Safety Standards.

The User agrees to indemnify and hold harmless the Seller of and from any and all claims or liabilities from accidents involving these machines caused by failure of User, his Employees or Agents to follow instructions, warnings or recommendations furnished by the Manufacturer or Seller, or by failure of the User to comply with Federal, State and Local laws applicable to such equipment, including the Occupational Safety and Health Act of 1970 or amendments thereto. User shall notify Seller promptly of any accident involving these machines, and in any event within 30 days after occurrence and shall cooperate fully with the Seller, or Seller's Agent in investigating and determining the cause of any accident.
 7. Seller will not be liable for any consequential damages, loss or expense arising in connection with the use of the goods or the inability to use the goods for any purpose whatever. Seller's maximum liability shall not in any case exceed the contract price for the goods claimed to be defective or unsuitable.
 8. Seller will accept within thirty days from shipment any equipment sold with return privilege, freight prepaid, for refund of all of the purchase price if proven mechanically unsatisfactory; or repair at dealer's option.
 9. There are no provisions with respect to this Offer that are not specified herein. IF BUYER PLACES AN ORDER WITH SELLER BASED ON THIS OFFER, WHETHER IN WRITING OR ORALLY, THEN THIS OFFER AND BUYER'S ORDER AND SELLER'S ACCEPTANCE OR CONFIRMATION WILL CONSTITUTE THE ENTIRE CONTRACT BETWEEN BUYER AND SELLER WITH RESPECT TO THE SUBJECT MATTER OF THIS OFFER. Any agreement so made shall be governed by the law of Michigan.
 10. This offer is subject to manufacturers price increases and subject to prior sale. This offer can be rescinded at any time due to errors in pricing and/or specifications.
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