

S&M Machinery Sales, Inc.
TERMS & CONDITIONS

1. **PRICES** are as-is, where-is, unless otherwise noted. prices are exclusive of any and all State, Country, or Federal taxes.

2. **TERMS** are cash-with-order unless otherwise arranged. Title to the machine or machines does not pass to the buyer until it is paid for in-full. All quotations are subject to prior sale and change without notice.

3. **SHIPMENTS:** Dates of delivery are determined from the date of our acceptance of any order or orders by the buyer and see estimates of approximate dates of delivery, not a guarantee of a particular day or delivery.

4. **GUARANTEE:** if any machine guaranteed by us is not mechanically satisfactory return it freight prepaid within 30 days of shipment. The machine must be returned in the same condition as when it was loaded on the truck and your full purchase price will be refunded; or the machine repaired at our option. The guarantee does not apply to machines sold "as-is".

There are no other warranties, expressed or implied; and any implied warranty of merchantability or fitness for a particular purpose which exceeds the foregoing warranty is hereby disclaimed by S&M Machinery Sales, Inc. and excluded from any agreement made by the acceptance of any order pursuant to this quotation.

We are not liable for any consequential damages, loss or expense arising in connection with the use or inability to use its goods for any purpose whatever.

Our maximum liability shall not in any case exceed the contract price for the goods claimed to be defective or unusable.

The guarantee does not include damage caused in shipment (vibration, water damage, mishandling, etc.). All machinery sold with a 30-day guarantee must be shipped air-ride truck and trailer and must be fully tarped.

It is the recommended that the buyer make a physical inspection of any equipment prior to shipment. However, a video of the machine under power will be made available as an alternative if necessary.

There is a \$300.00 deductible on any and all equipment sold with a 30- day guarantee.

5. **DELIVERY AND SETUP:** It is the buyers responsibility to have trained personnel for handling, setup and installation of the machine.

S&M Machinery Sales, Inc.
TERMS & CONDITIONS

6. There are no provisions with respect to this quotation which are not specified herein. If buyer places and order with us based on this quotation, whether in writing or orally, then this quotation will constitute the entire contract between the buyer and us with respect to subject mater of this quotation.

CHOICE OF LAW: This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Should any court action by commenced at any time involving or concerning this Agreement, the parties hereto consent and agree to jurisdiction and venue being in the State of Michigan, in the Macomb County Circuit Court of the District Court for the City of Warren, whichever Michigan law at the time requires.

MACHINE SAFETY: It is the user's responsibility to provide proper safety devices and equipment to safeguard the machine, or machines to conform with all Federal, State and Local Government Safety Standards and all Industrial Safety Standards.