

CONDITIONS OF SALE

ACCEPTANCE-QUOTATIONS/INVOICES: The goods being offered herein are subject to prior sale and are intended for immediate acceptance. By the issuance of a purchase order, Buyer accepts completely and exclusively the terms and conditions herein, which constitute the entire contract. The Seller shall not be bound by any other terms contained within the Buyer's purchase order or any other document which attempts to impose conditions at variance with terms and conditions of this quotation/invoice unless said variance is specifically agreed to in writing by a duly authorized officer of the Seller. All quotations and acceptances of orders are made with the mutual understanding that orders are not subject to cancellation. The shipping date is approximate only and may be subject to delays and availability of goods. This agreement shall be an **ILLINOIS** contract and shall be interpreted and administered for all purposes under the laws of the **STATE OF ILLINOIS**.

TERMS: Terms are cash with order and before removal of goods, unless otherwise agreed to in writing. It is understood that there are no conditions or agreements outside of this written quotation/invoice and that all prior conversations, agreements or representations with reference to its subject matter are superseded. All sales are subject to applicable federal, state, and local use, sales and excise taxes which the Buyer agrees to pay, and which may be billed as part of the selling price, or separately, if the Seller is required by any taxing authority to collect and pay such a tax. A 1-1/2% monthly service charge will be added to all balances 30 days past due.

TITLE: Title shall not pass to Buyer upon delivery of the goods but shall remain vested in Seller until entire purchase price and applicable taxes are paid in full.

CLAIMS: In the event of any breach of this sales agreement by the Seller, it is expressly agreed that the Buyer's sole and exclusive remedy shall be limited to a return of the goods, freight prepaid, for a refund of the purchase price only. Seller shall not accept for refund goods altered in any way. Seller shall not be liable for failure to perform due to contingency beyond its control including, but not limited to government actions, acts of God, catastrophic events, fires, floods, wars, thefts, labor disputes or inability to obtain materials or equipment. In no event shall Seller be responsible for any special or consequential damages.

WARRANTY: The goods described herein are preowned used goods and are offered "as is" unless otherwise noted herein. Seller makes no warranties of any kind whatever, express, or implied, and **ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT.** All specifications and descriptions of said goods are approximate only. Seller makes no representation or warranty that said goods conform to any specifications, description, condition or performance. It is the Buyer's responsibility to inspect the goods and ascertain if the specifications, description, and condition of the goods conform to the Buyer's requirements. New goods will include the manufacturer's warranty. Any warranty concerning said goods made by a third party is enforceable only against the party and not the Seller.

30 DAY RETURN PRIVILEGE: If the Seller has given Purchaser a 30 day return privilege in writing, the goods may be returned, provided the goods are mechanically unsatisfactory. The goods must be returned freight prepaid by the Purchaser in similar condition as when shipped by Seller, within 30 days after shipment. Seller has the option to repair goods or to give purchaser a refund of full purchase price.

MACHINE USE AND SAFETY: Buyer acknowledges that the goods described herein are preowned used goods which were neither designed nor manufactured by the Seller, nor has the Seller knowledge of, or control over, the prior use or misuse of said goods; nor does the Seller have knowledge or control over the future application of these goods by the Buyer. It is the Buyer's (user's) responsibility to provide proper safety devices and equipment for any particular use, operation, or setup, and to take all necessary steps to conform to all federal, state, and local government safety standards and all industrial safety standards, including OSHA.

INDEMNIFICATION: Buyer agrees to indemnify, hold harmless and defend Seller, its subsidiaries, affiliates, or agents of and from any and all claims or liabilities involving, or alleged to involve, these goods, which are caused by acts or omissions of the Buyer, his employees, assigns or agents.

WAIVERS: Waiver by Seller of a breach of any of the terms and conditions of this or any agreement with Buyer shall not be construed as a waiver of any other breach. These terms and conditions constitute the entire agreement and such agreement shall not be modified or amended except in writing and with acceptance by an authorized officer of the Seller. Seller shall not be bound by any terms of the Buyer's forms or documents which attempt to impose conditions at variance with these terms and conditions.

CONDITIONS OF PURCHASE

DELIVERY, DELAY AND ANTICIPATION: Seller shall deliver the items, in the quantities and within the time or times, in accordance with the specifications, and at the prices specified on the face hereof or in any document attached hereto or referred to herein. Failure of Seller to comply with such requirements shall entitle Buyer, in addition to any other rights or remedies, to cancel this order and be relieved of all liability.

WARRANTIES: In addition to its standard warranty and/ or service guaranty and to warranties implied by law, Seller warrants that all goods supplied hereunder shall (a) be free and clear of all liens and encumbrances, have good and merchantable title; (b) be free from any defects in design, material or workmanship and of good merchantable quality; (c) conform to Buyer's specifications or the sample approved by Buyer, as the case may be, or be fit for the known purpose for which purchased hereunder; and (d) comply and have been produced, processed and delivered in conformity with all federal, state or other laws, administrative regulations and orders. If any goods shall be found to be unsatisfactory, defective or inferior in quality or workmanship, or not to conform to Buyer's specifications or other requirements hereof (including Seller's warranties), Buyer may, at its option, retain such goods at an adjusted price or for correction by Seller, or return them to Seller, or return them to Seller for repair, replacement, credit or refund, as Buyer shall direct. Buyer shall be reimbursed by Seller for all costs and expenses in connection with storage, handling, packing and/or transporting of such defective or otherwise nonconforming goods; and Seller shall assume all risk of loss or damage in transit to goods returned by Buyer pursuant hereto.

INDEMNIFICATION: Seller agrees to indemnify, hold harmless, and defend Buyer, its subsidiaries, affiliates, agents, or vendees from any and all claims or liabilities arising out of the use of products furnished hereunder, including such claims resulting from Seller's breach of any of its warranties or obligations hereunder, except claim or liabilities due to the sole negligence of Buyer. In the event Buyer, its subsidiaries, affiliates, agents or vendees are named as a party defendant in any lawsuit, Buyer shall have the right to be represented by counsel of its own choice in such proceedings. The indemnification and hold harmless provisions of this paragraph shall survive delivery of the products furnished hereunder. Seller also agrees to defend and indemnify Buyer against all claims, or liabilities, arising from or alleged to arise from patent, trademark, or copyright infringement.

WAIVERS: Waivers by Buyer of a breach of any of the terms and conditions of this or any other agreement with Seller shall not be construed as a waiver of any other breach. These terms and conditions, together with the provisions contained on the reverse side hereof, constitute the entire agreement between the parties and such agreement shall not be modified or amended except by a writing executed after the date hereof by an authorized officer of Buyer. Buyer shall not be bound by any terms of Seller's forms or documents which attempt to impose conditions at variance with these terms and conditions.