

## Supplementary Terms and Conditions of Sale

**DISCLAIMERS:** *ALL EQUIPMENT IS SOLD "AS IS--WHERE IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL EQUIPMENT SOLD IS USED.* Buyer affirms that it has not relied upon Seller's skill or judgement to select or furnish goods for any particular use or purpose. SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE OR RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND A RECOVERY AGAINST SELLER, IF ANY, SHALL NOT EXCEED THE PURCHASE PRICE HEREUNDER AND BE PAID AFTER BUYER RETURNS THE GOODS, WITH THE COST OF SHIPPING PAID BY BUYER, TO SELLER IN THE SAME CONDITION AS WHEN SHIPPED.

All equipment sold is listed on the reverse side. Accessory or electrical equipment, tools, dies, etc., are not included unless specifically listed herein and, given the difficulties and inconvenience in attempting to establish the loss, any claim for damages by Buyer for failure to deliver such items shall not exceed the lesser of \$1,000.00 or .01% of the agreed upon purchase price.

**BUYER ASSUMPTION OF RISK AND INDEMNIFICATION OF SELLER:** Buyer assumes all risk and liability for loss, damage and/or injury to persons or property of Buyer or others arising out of the use or possession of any goods sold hereunder, and agrees to forever indemnify and hold Seller harmless from any and all costs, expenses and/or damages resulting thereby. Buyer hereby waives, releases, and discharges any and all claims (with the exception of claims for breach of this agreement) of any and every kind (including but not limited to injury or death of any person or damage to property), which it may have at any time against Seller, its agents or employees, by reason of or arising out of any condition or defect of the goods sold hereunder, including but not limited to any claims of negligence of Seller, improper design, specifications, or manufacturing defect of goods sold hereunder. Buyer further covenants to indemnify and hold-harmless Seller, its agents and employees of, from, and against any and all loss, damage, expense, claims, suits, costs of defense, including attorney's fees or liability which Seller or any of its employees may sustain or incur at any time for or by reason of any injury to or death of any person or persons or damage to any property, arising out of any condition or defect of the goods sold hereunder, including but not limited to claimed improper design or manufacturing defect or other defect of the goods sold hereunder, or any claimed inadequate or insufficient safeguards or safety devices, or warning.

**ENTIRE AGREEMENT:** This document, and any additional documents listed on page one of this agreement, represent the entire agreement of the parties. All prior or contemporaneous agreements, representations and understandings with respect to this purchase of equipment sold hereunder are merged herein. This agreement may only be amended or modified by a writing signed by all parties.

**RISK OF LOSS:** Risk of loss shall pass to Buyer at time of delivery of the goods to the carrier.

**SHIPMENT:** Shipping dates are approximate. Unless otherwise stated, all equipment is sold FCA Seller's Warehouse, and mode of shipment shall be at Seller's discretion and judgement. Seller shall not be liable for any loss, injury, damages, or expenses resulting from any delay in shipment and/or delivery from any cause whatsoever.

**SPECIFICATIONS:** Seller makes no representations or warranties as to the accuracy of specifications. Buyer agrees to independently verify all original equipment/previous user specifications. Seller reserves the right to re-rate any machine sold.

**GOVERNMENTAL CHARGES:** Buyer shall be liable for all applicable sales and personal property taxes and import or export duties, both foreign and domestic, and acknowledges that same have not been included within any amount paid to Seller.

**BUYER'S DEFAULT:** If the buyer defaults under this agreement, the seller may, at the seller's option, pursue all legal and equitable remedies available to the seller under Michigan Law, or the seller may retain the deposit as liquidating damages. They Buyer will indemnify Seller with respect to all losses, damages, liabilities, and expenses (including attorney fees) incurred by Seller by reason of any failure of Buyer to comply with any of Buyer's obligations under this agreement.

**TERMS:** Payment is due in full prior to shipping at Seller's place of business in Wayne, Michigan payable in United States dollars. It is understood this is an Invoice and acceptance of this Invoice shall constitute a contract between the parties. It is further understood there are no conditions or agreements outside of this Invoice. Care is taken to give a reliable description but these are not guaranteed, and prospective purchasers are advised to check vital details. We reserve the right to correct stenographic errors.

**LIMITATIONS PERIOD:** An action for breach of this contract cannot be brought more than one year after the accrual of the cause of action.

**GOVERNING LAW:** This contract shall be construed under the laws of the State of Michigan. All terms used herein shall be given the meanings as used in the Uniform Commercial Code, and the rights of the parties shall be in accordance with said Code, except where this contract expressly provides to the contrary.

**VENUE:** The parties (a) irrevocably submit to the jurisdiction of any Michigan or federal court sitting in Wayne County, Michigan, in any action arising out of this agreement, (b) agree that all claims in any action may be decided in either court, and (c) waive, to the fullest extent that they may effectively do so, the defense of an inconvenient forum. The parties also agree that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.