

TITAN ABRASIVE SYSTEMS, INC.
TERMS AND CONDITIONS OF SALE (NON NEGOTIABLE)

ACCEPTANCE-QUOTATIONS/INVOICES: THE GOODS BEING OFFERED HEREIN ARE SUBJECT TO PRIOR SALE AND ARE INTENDED FOR IMMEDIATE ACCEPTANCE. BY THE ISSUANCE OF PAYMENT FROM INVOICE, 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 THE TERMS AND CONDITIONS OF THIS QUOTATION/INVOICE UNLESS SAID VARIANCE IS SPECIFICALLY AGREED TO IN WRITING. 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 A CONTRACT AND SHALL BE INTERPRETED AND ADMINISTERED FOR ALL PURPOSES UNDER THE LAWS OF THE STATE OF PENNSYLVANIA. ACCEPTANCE OF ORDER BY TITAN ABRASIVE SYSTEMS, INC. IS CONTINGENT ON SIGNED COPY OF TERMS AND CONDITIONS RECEIVED FROM CUSTOMER.

TERMS: TERMS FOR USED EQUIPMENT ARE CASH WITH ORDER AND BEFORE REMOVAL OF GOODS. 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.

PAYMENT: BY BANK WIRE TRANSFER, PLEASE CONTACT FOR BANK INFORMATION.

DEPOSIT: A 25% DEPOSIT OF THE PURCHASE PRICE IS REQUIRED TO "HOLD" AN ITEM. DEPOSIT IS "NON-REFUNDABLE". DEPOSIT WILL HOLD AN ITEM FOR 24 HOURS, THEN FULL PAYMENT MUST BE RECEIVED. IF PAYMENT IS NOT RECEIVED IN 24 HOURS, DEPOSIT MONIES WILL BE "NON-REFUNDABLE" AND ITEM WILL BE RE-SOLD.

INSTALLATION OF USED EQUIPMENT: INSTALLATION OF USED/SURPLUS EQUIPMENT IS PROVIDED AS A SEPARATE COST. INSTALLATION MUST BE SCHEDULED IN ADVANCE, AND PAID FOR IN FULL PRIOR TO INSTALLATION, BY APPOINTMENT ONLY, 24 HOURS NOTICE REQUIRED.

REMOVAL OF ITEMS: ALL EQUIPMENT MUST BE PAID IN FULL PRIOR TO REMOVAL. ONCE PAYMENT IS RECEIVED, EQUIPMENT MUST BE REMOVED WITHIN 10 DAYS UNLESS PRIOR ARRANGEMENTS ARE MADE. IF EQUIPMENT IS NOT REMOVED WITHIN 10 DAYS, DAILY STORAGE FEES WILL INCUR.

SHIPPING: SELLER OFFERS SHIPPING ON MOST ITEMS FOR AN ADDITIONAL COST. SHIPPING MUST BE PAID FOR IN FULL PRIOR TO RELEASE OF GOODS. SELLER IS NOT RESPONSIBLE FOR ANY DELAYS IN SHIPPING DUE TO FREIGHT CARRIER. SELLER WILL LOAD MOST ITEMS AT NO CHARGE. PALLETIZING, REMOVAL OF ITEMS FROM EQUIPMENT, VAN/CONTAINER LOADS, ETC. WILL INCURR ADDITIONAL CHARGES.

TITLE: TITLE SHALL NOT PASS TO BUYER UPON DELIVERY OF THE GOODS, BUT SHALL REMAIN VESTED IN SELLER UNTIL THE 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 EXCLUSIVELY 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 DAMAGED OR ALTERED IN ANY WAY, AND IN NO EVENT OR CIRCUMSTANCE SHALL SELLER BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND.

WARRANTY (UNLESS OTHERWISE NOTED): EVERY USED MACHINE OFFERED IS SOLD ON AN "AS IS" BASIS. ALL OPINIONS OF CONDITION ARE STRICTLY TO BE USED AS GUIDELINES ONLY. HOWEVER, EQUIPMENT IS SOLD IN WORKING CONDITION. IN THE EVENT IT IS FOUND SUBSTANTIALLY NON FUNCTIONAL, IT MUST BE RETURNED IMMEDIATELY, FREIGHT PREPAID, PROVIDED IT IS IN THE SAME CONDITION AS WHEN SHIPPED. ALL NEW MACHINES THAT HAVE BEEN MANUFACTURED BY OTHERS THAT HAVE WARRANTIES, EXPRESSED OR IMPLIED, ARE HEREBY EXPRESSLY LIMITED TO THE WARRANTY OF THE ORIGINAL MANUFACTURER OF THE GOODS. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT. CARE IS TAKEN TO GIVE RELIABLE DESCRIPTIONS BUT THESE ARE NOT GUARANTEED AND PROSPECTIVE PURCHASERS ARE ADVISED TO CHECK VITAL DETAILS. WE ALSO RESERVE THE RIGHT TO CORRECT ANY STENOGRAPHIC ERRORS. ALL SPECIFICATIONS AND DESCRIPTIONS OF SAID GOODS ARE APPROXIMATE ONLY. SELLER MAKES NO REPRESENTATION OR WARRANTY THAT SAID GOODS CONFORM TO ANY SPECIFICATION, DESCRIPTION AND 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. ANY WARRANTY CONCERNING SAID GOODS MADE BY A THIRD PARTY IS ENFORCEABLE ONLY AGAINST THE THIRD PARTY AND NOT THE SELLER.

MACHINE USE AND SAFETY: BUYER ACKNOWLEDGES THAT THE GOODS DESCRIBED HEREIN ARE GOODS WHICH WERE NEITHER DESIGNED NOR MANUFACTURED BY THE SELLER. SELLER HAS NO KNOWLEDGE OF, OR CONTROL OVER, THE PRIOR USE OR MISUSE OF SAID GOODS, IF PURCHASED USED; NOR DOES THE SELLER HAVE KNOWLEDGE OR CONTROL OVER THE FURTHER 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 INDUSTRY SAFETY STANDARDS, INCLUDING OSHA.

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, NEGLIGENCE 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.

CUSTOMER ACCEPTANCE:

SIGNATURE: _____ PRINT NAME: _____ DATE: _____

COMPANY NAME: _____ ADDRESS: _____

****ACCEPTANCE OF ORDER BY TITAN ABRASIVE SYSTEMS, INC., UPON RECEIPT OF SIGNED TERMS AND CONDITIONS****

