

**TERMS AND CONDITIONS**

1. **Definitions:** As used in these Terms and Conditions "Machinery" means any material, motor, article or item listed in this quotation. "Seller" means Casey Equipment Corporation. "Purchaser" means the person, firm or corporation to which this quotation is directed. "Purchase Order" means the written acceptance by the Purchaser of this quotation together with the Terms and Conditions hereof.
2. **Offer and Acceptance:** This quotation constitutes an offer to sell the equipment and any services described herein, which offer may be accepted only in accordance with its Terms and Conditions and without modification, addition, deletion or alteration. Subject to Paragraph 3 hereof, if Purchaser issues a Purchase Order in response to this quotation, said Purchase Order shall constitute an acceptance. In the event said Purchase Order or any other form submitted by or on behalf of Purchaser states terms additional to or different from those set forth herein, this quotation shall be deemed an objection to such terms and a rejection thereof.
3. **Duration of offer:** This quotation is subject to immediate acceptance and prior sale. This quotation is subject to change by Seller at any time prior to acceptance.
4. **Delivery and Delay:** The shipping date or dates set forth in this quotation are approximate only, and Seller shall not be liable for failure to deliver, delays in delivery or any other hindrance of performance occasioned by causes beyond Sellers' control including without limitation, strikes, labor shortages, labor stoppages, lockouts or other labor troubles, material shortages, fires, riots, floods, embargoes, war or other outbreak of hostilities, acts of God, inability to obtain shipping space, machinery breakdown, delays of carriers or supplies, governmental acts and regulations and actions by Purchaser in the event of such delay or hindrance. Seller shall be entitled to an extension of time commensurate with the delay or hindrance. Unless indicated on this quotation as delivery "as is, where is" all equipment will be shipped F.O.B. point of shipment; delivery of materials to common carrier or licensed trucker shall constitute delivery to Purchaser, and all risk of loss or damage in transit shall be borne by Purchaser. If indicated on this quotation as delivery "as is, where is" Purchaser at its cost shall be responsible for loading as well as shipment; and all risk of loss or damage in loading as well as in transit shall be borne by Purchaser. All transportation costs are to Purchaser's account.
5. **Cancellation by Seller:** Purchaser hereby acknowledges that Seller either has purchased or will purchase the materials from another part or parties. Accordingly, Seller shall have the full and unrestricted right to cancel this quotation by notice to Purchaser if materials have been previously sold or have been or are in the future withdrawn or otherwise disposed of by said party or parties, and Purchaser shall have no claim or charge against Seller for such cancellation except for return of any monies paid by Purchaser on account of the purchase price.
6. **Cancellation by Purchaser:** Upon Cancellation by Purchaser of all or any part of a Purchase Order, liquidated damages will be paid by Purchaser as follows: Full cost to Seller of all work in progress and of any equipment used or for which commitments by Seller have been made, in connection with the Purchase order, including, but not limited to, engineering, installation, and administrative overhead, plus 10% of such total cost.
7. **Transportation and Insurance Charges:** Except as otherwise provided herein, Seller shall not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges. If such charges are by the terms of this quotation included in the price of the Machinery, any increase in rates becoming effective after the date hereof shall be to the account of the Purchaser.
8. **Taxes and Permits:** Sales, excise, use, gross receipts, added value or similar taxes whether presently in force or here-after enacted shall be deemed extra charges and Purchaser agrees to pay the same at applicable rates. All licenses and permits, whether federal, state, local or those of a foreign government, shall be obtained by Purchaser at Purchaser's expense.
9. **Spare Parts:** Spare parts are not included in this quotation unless provided for expressly. At the request of Purchaser, spare parts will be quoted separately.
10. **Installment Delivery:** Seller reserves the right to deliver Machinery in installments. Delay in the delivery of any installment shall not relieve Purchaser of its obligation to accept remaining deliveries of Machinery.
11. **Change Orders:** In the event that Purchaser wishes to alter the Purchase Order, Purchaser shall submit to the Seller a change order which shall become effective only upon its being accepted in writing by an officer of Seller.
12. **Modifications:** No modifications of these Terms and Conditions shall be effective unless agreed to in writing by the Purchaser and by an officer of Seller.
13. **Governing Law:** The transaction between the Seller and the Purchaser contemplated by this quotation shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania. The matters dealt with by this quotation shall be governed by the Uniform Commercial Code as in force in the Commonwealth of Pennsylvania on the effective date of the acceptance of this quotation by the Purchaser. In no event shall provisions of the United Nations Convention on Contracts for the International Sale of Goods apply to or govern the provisions of this Agreement or any Agreement relating to the sale of the Equipment hereunder.
14. **Terms of Payment:** Fifty (50) percent of the purchase price shall be paid by the Purchaser immediately after Purchaser's acceptance of this quotation; the remaining fifty (50) percent must be received by the Seller prior to shipment by the Seller of the Machinery unless specified otherwise. In the event that payment is not received as due, an interest charge of 1-1/2% per month will be charged on the overdue amount.
15. **Return Privilege:** Machinery purchased from sellers inventory "as is" may be returned freight prepaid within 30 days for a refund of the purchase price if the machinery fails to be as represented. This is the sole remedy for machinery sold "as is" and shall not apply if machinery is subject to misapplication, neglect, or abnormal conditions of operation or is damaged in any way by the buyer. This privilege does not apply to machines sold directly from auctions, private users' plants, or any other sale or trade not from our machinery stock. Returns are subject to ten percent (10%) restocking charge.

16. **Compliance with Safety Regulations:** In the event that Seller performs installation or engineering services in the facility of the Purchaser, the Purchaser shall be responsible for ensuring that working conditions in the Purchaser's facility comply with all applicable federal, state and local safety rules and regulations including, but not limited to, the Occupational Safety and Health Act of 1970 ("Safety Regulations"). Purchaser shall be solely liable for all fines and penalties of whatever type in the event that said working conditions do not comply with such standards. It is the duty of the Purchaser to inspect all Machinery and to provide proper safety devices to safeguard the operators from harm and to ensure compliance with all Safety Regulations.
17. **Limited Warranty:** Only on Rebuilt Machinery: The Seller hereby warrants to Purchaser for a period of one (1) year from the date of shipment that the Machinery is free of defects in materials and workmanship. In the event that Machinery is found to have a major defect in materials or workmanship, the Seller shall remedy said defect by exercising one of three options; the choice of option being exclusively that of the Seller. The options are: a) Return of the machinery to the Seller and a refund of the purchase price to the Purchaser. b) Return of the Machinery for rebuilding by the Seller, provided that the Seller will rebuild Machinery during regular working hours and will not be responsible for overtime or special rates; c) Rebuild of the Machinery in the locale of the Purchaser, provided (i) that the selection of the individual, firm or corporation to rebuild the Machinery shall be exclusively that of the Seller and (ii) that the Seller shall not be responsible for paying overtime or special rates in rebuilding Machinery. In the event that the option selected initially by the Seller is not effective in remedying the defect, the Seller shall retain the right to select either or both of the remaining options. Purchaser's damages for any breach by the Seller of its obligations to remedy defects pursuant to this Paragraph 17 shall not exceed the cost of such remedial effort. To obligate the Seller under this Limited Warranty, the Purchaser must notify Seller within ten (10) days of the appearance of the defect, provide full details concerning the defect, and discontinue use of the Machinery. Upon receipt of this information, Seller will provide service instructions or shipping instructions. If shipping instructions are provided by Seller, Purchaser shall send the Machinery with freight charges prepaid by Purchaser; warranty services will be provided at Seller's place of business or Seller will refund the purchase price to the Purchaser. If in the determination of Seller repairs are necessary because of defects which are covered by this Limited Warranty, the cost of repair services and return freight charges will be paid by Seller. If Seller determines that defects are not covered by this Limited Warranty, the cost of repair services and return freight charges will be paid by Purchaser. This limited warranty shall not apply if Machinery is installed, used, altered, or handled in a manner contrary to any written instructions provided with the Machinery or if the Machinery is otherwise subjected to misuse, neglect or abnormal conditions of operation.
18. **Machine Safety and Indemnification:** By accepting this "Offer to Sell", Purchaser acknowledges and agrees Seller has made no representations or warranties concerning safety of this machinery. Purchaser also acknowledges and agrees this machinery may not include necessary safety equipment to permit safe operation or comply with Local, State, Federal, Industry and/or other applicable Safety Standards or requirements. Before placing this machinery in use Purchaser agrees to utilize such safety equipment and give operators such instructions and/or warnings as necessary to permit safe operation and to comply with Local, State, Federal, Industry and/or other applicable Safety Standards or requirements. Purchaser further agrees to indemnify and hold Seller harmless from any and all liability which may be imposed upon Seller and any and all costs, including attorney fees, incurred as a result of any claim made against Seller for injury arising out of this machinery caused or contributed to by purchaser's or user's failure to provide safety equipment and/or instructions and/or warnings necessary to operate this machinery safely.
19. **Warranties and Remedies Exclusive; Further Warranties and Remedies Disclaimed:** THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE WARRANTIES OF SELLER ARE EXCLUSIVE AND ARE GIVEN BY SELLER AND ACCEPTED BY PURCHASER IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES AS TO ENGINEERING AND DESIGN, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER KNOWN TO SELLER OR NOT). ALL OTHER WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED BY SELLER AND WAIVED BY PURCHASER. It is specifically agreed that, except as provided in Paragraph 17 hereof, Seller shall have no liability, whether claimed in contract, equity, tort (including negligence) or otherwise, for or resulting from defects in workmanship or materials or failure of performance of Machinery.
20. **Limitation of Liability:** Seller shall not be liable for any special, incidental, indirect, or consequential damages, or for any equivalent proximate damages, arising out of or in connection with this quotation, the performance or breach of performance of the contract of which this quotation is a part, or the subject matter of this quotation, regardless of whether any such liability shall be claimed in contract, equity, tort (including negligence) or otherwise. By way of example of the foregoing limitation of liability, but without limiting in any manner its scope or application. Seller shall not be liable for all or any part of any of the following no matter how claimed, computed, or characterized; loss of profit or revenue, loss of return on investment, cost of capital, loss of operating time or production, loss or reduction of use or value of any facilities of replacement products, or increased costs of operation or maintenance. The limitation of liability contained in this Paragraph 20 shall be effective without regard to Seller's performance or failure or delay of performance under any other terms and conditions of this quotation, including those contained in Paragraph 17 hereof.
21. **Indemnification:** Purchaser hereby agrees to indemnify and to hold Seller harmless from any and all claims, demands, actions, causes of action, damages, consequential damages, loss, loss of profits, and costs and expenses, including attorney's fees, which Seller may incur or which may arise by reason of any breach by the Purchaser of any term or condition of this quotation.
22. **We give no warrant of merchantability.**
23. **Dispute Resolution:** Any unsettled controversy resulting from this order shall be settled by arbitration in Pittsburgh, Pennsylvania in conjunction with the rules of the American Arbitration Association.