



CHARLESTON ANNEX CORPORATION

TERMS AND CONDITIONS FOR PURCHASING MACHINERY

Quotations and Acceptances:

For immediate acceptance, subject to prior sale or other disposition, and change without notice. Proposals and acceptances of orders are made with the mutual understanding that orders are not subject to cancellation. Shipping date is approximate only, and contingent upon delays or nonperformance occasioned by strikes, accidents, fires or other causes beyond our control.

Prices:

Shipping point specified and subject to change without notice. Prices are exclusive of State, County, or Federal taxes. Taxes are paid by Buyer in addition to quoted purchase price.

Indemnification:

BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, LOSS OR DAMAGES WHICH SELLER MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGMENTS, MADE AGAINST SELLER ARISING OUT OF ANY USE WHATSOEVER OF THE MACHINERY AND EQUIPMENT SOLD PURSUANT TO THIS AGREEMENT WHICH LIABILITY, LOSS OR DAMAGES, CLAIMS, DEMANDS OR JUDGMENTS ARE BASED UPON OR RESULT FROM: (1) THE FAILURE OF BUYER, BUYER'S OFFICERS, AGENTS OR EMPLOYEES TO FOLLOW MANUFACTURER'S INSTRUCTIONS, WARNINGS OR RECOMMENDATIONS; OR (2) THE FAILURE OF BUYER, BUYER'S OFFICER'S, AGENTS OR EMPLOYEES TO COMPLY WITH THE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS APPLICABLE TO THE USE OF SUCH MACHINERY OR EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, 1970 OCCUPATIONAL SAFETY AND HEALTH ACT AS AMENDED; OR (3) ANY LIABILITY, LOSS OR DAMAGES, CLAIMS, DEMANDS, COSTS OR JUDGMENTS BASED UPON OR RESULTING FROM ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF THE SELLER OFFICERS, AGENTS OR EMPLOYEES IN THE SALE OF THE EQUIPMENT THAT IS THE SUBJECT OF THIS AGREEMENT; OR (4) LIABILITY, LOSS OR DAMAGES, CLAIMS, DEMANDS, COSTS OR JUDGMENTS BASED UPON OR RESULTING FROM

ANY LEGAL THEORY OF STRICT LIABILITY OR LIABILITY WITHOUT FAULT APPLIED TO BUYER OR TO SELLER OR TO THE ORIGINAL MANUFACTURER OF THE SUBJECT MACHINERY OR EQUIPMENT TO SELLER; OR (5) LIABILITY, LOSS OR DAMAGES, CLAIMS, DEMANDS, COSTS OR JUDGMENTS BASED UPON OR RESULTING FROM ANY THEORY OF BREACH OF WARRANTY OF ANY KIND.

Terms:

Payment in full before shipment, unless otherwise arranged.

It is understood there are no conditions or agreements pertaining to the equipment herein other than as set forth in this written proposal, and all prior conversations, agreements, or representations are superseded. Seller reserves the right to correct typographical errors. Specifications are included merely as a guide and not binding in detail.

There are no warranties expressed or implied, including warranties of merchantability and fitness for purpose made by seller in connection with this sale except as expressly set forth herein. Seller will accept within thirty days from shipment any used machinery and equipment sold with a return privilege freight prepaid, for refund of the purchase price if proven mechanically unsatisfactory, or repair at dealer's option. This return privilege does not apply where we act as broker or to machines sold "as is" or "as inspected" unless otherwise noted so stated. We are not responsible for electrical changeovers.

Buyer in purchasing equipment agrees upon receipt of machinery subject to this agreement. It will be Buyer's Duty to inspect all Machinery On A Continuing Basis; Provide Proper Safety Devices and Equipment or Means Necessary to Safeguard the Operator from Harm for any particular use; Operation or Set-up of Machines; to Adequately safeguard each machine or equipment to meet all government safety standards which may be imposed from time to time. Including, but not limited to, 1980 Occupational Safety and Health Act.

*Metal Working Machinery * Plants * Bought, Sold and Liquidated*
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