

# ARKANSAS INDUSTRIAL MACHINERY

## GENERAL TERMS AND CONDITIONS OF SALE

**ACCEPTANCE** - This order only becomes binding on Arkansas Industrial Machinery, Inc. after it has been accepted by the manufacturer.

**TERMS** - Unless otherwise stated, terms of payment are net 30 days from date of shipment with no provision for withheld percentages.

**PRICES** - The prices herein are firm provided design information will be available so that shipment can be made within six months from date of proposal. If shipment is offered beyond these six months or is delayed beyond six months for reasons beyond our control, we reserve the right to invoice at prices in effect at time of shipment. Prices do not include Municipal, State, or Federal sales, excise, use, or any other taxes. Any taxes imposed on this transaction shall be paid by the purchaser, in the same manner and with the same effect as if originally added hereto.

**SHIPMENT** - Where date of delivery is given, Arkansas Industrial Machinery, Inc. will endeavor to make shipment as near the date of delivery as possible, but cannot and shall not be held responsible or liable for any loss, damage, or inconvenience caused by purchaser whether by delay, failure to deliver, strikes, acts of God, acts of war, national emergencies, or otherwise. Fulfillment and/or performance of any obligation hereunder is subject to delays and interruptions due to causes and events beyond our control for which we shall have no liability. Claims for damage in transit must be made directly to the carrier for both apparent and concealed damage. Arkansas Industrial Machinery, Inc. expressly and impliedly disclaims any liability for damage in transit. Our responsibility terminated upon acceptance by the carrier of our merchandise in good condition. Any freight included in this order is estimated on the basis of rates and routes existing today and is subject to change at any time without notice. Customer routing requests will be honored, if possible, but any resulting excess freight costs borne by the customer.

**WARRANTY** - ARKANSAS INDUSTRIAL MACHINERY, INC. warrants the equipment of its manufacture only to be free from defects in workmanship and material for a period of one year from time of shipment from our plant. Any defects in equipment which may develop under normal and proper usage within this time may be replaced or repaired, at our option, upon return to our factory, transportation charges prepaid. Our inspection must show a valid defect to warrant this procedure. The original manufacturer warranty will apply on all purchased equipment and parts. Under no circumstances will ARKANSAS INDUSTRIAL MACHINERY, INC. be responsible for removal, installation, or outside repair costs, or be liable for any contingent or any other consequential damages or expenses.

**ARKANSAS INDUSTRIAL MACHINERY, INC. MAKES NO OTHER WARRANTY OTHER THAN THAT SPECIFIED ABOVE OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY IT AND EXCLUDED FROM THESE TERMS AND CONDITIONS OF SALE.**

**SERVICE** - One set of installation and operating instructions will be furnished where required with shipment to enable purchaser's personnel to install, adjust, and place this equipment into operation. If purchaser prefers the service of a factory trained engineer to assist in installing, starting, maintaining the equipment, or to instruct purchaser's personnel, such service can be furnished at an extra charge plus living and traveling expenses from his base location and return. (Saturdays, Sundays, Holidays, and time in excess of an 8 hour day will be charged at overtime rates.) Arkansas Industrial Machinery, Inc. warrants the services to be performed as being done in a good and workmanlike manner consistent with acceptable industry standards for a period of 30 days after the date of completion of the work.

**RETURNS** - Material may be returned only upon written authorization and issuance of a Returned Goods Number. Material returned for credit without permission will not be accepted. Authorized return of equipment received in good condition will be given full credit less a handling charge. Expenditures required to rework returned material will be deducted from the allowable credit. All returns shipped freight prepaid.

**SERVICE CHARGES** - All accounts past due (after 30 days from date of shipment) will be invoiced a service charge equal to the maximum amount permitted by the laws of the State of Arkansas or by the laws of any other jurisdiction that may be applicable to this sales transaction. Nothing herein contained shall constitute the intent of Arkansas Industrial Machinery, Inc. to charge and collect a usurious service charge under applicable law.

**ATTORNEYS' FEES AND COSTS OF COLLECTION** - In the event payment is not received for the goods described herein sold to purchaser, purchaser shall be liable to Arkansas Industrial Machinery, Inc. for all reasonable attorneys' fees, expenses, collection costs, and other damages incurred by it.

**MINIMUM BILLING** - Minimum billing shall be thirty dollars (\$30.00) for all shipments unless otherwise noted at time of order.

**GENERAL** - (a) Purchaser shall be liable for storage charges where an order is delayed by purchaser beyond our scheduled shipping date.

(b) Cancellation or changes to an order may be invoiced at a charge in proportion with the Engineering, labor and/or material expended. Failure to adhere to shipping schedule will not be accepted as a basis for cancellation without charges.

(c) This order is subject to correction of stenographic or other errors.

(d) Arkansas Industrial Machinery, Inc. shall not be liable for damages of any kind, to equipment or surroundings through improper installation through attempts to operate it above its rated capacity, or for uses for which it has not been expressly designed.

(e) No modifications of the foregoing terms and conditions of sale may be made except in writing by a duly authorized officer of Arkansas Industrial Machinery, Inc.

(f) Unless agreed otherwise, this transaction shall be governed by the laws of the State of Arkansas unless to do so would be unlawful or inappropriate.