

## ***Used Equipment Terms and Conditions***

Used Equipment terms: Full payment to be received upon purchase. Customer is responsible for all rigging and freight charges unless otherwise stated. All used equipment is shipped freight collect. We strongly recommend that customer specify freight carrier.

Conditions: There are no warranties expressed or implied by WAK Plastics Machinery, Inc. as to compliance with any particular requirements of Federal, State, or Local laws and Industrial Codes including, without limitation, The Occupational Safety and Health Act of 1970 (and all amendments thereto), and The American National Standards Institute's Code B-151.1 of 1976 (and all amendments thereto). It is the buyer's duty to inspect all machinery and to confirm all information. Further to provide proper safety devices and equipment or means that may be necessary to safeguard the operator from harm, and to safeguard each machine and equipment to meet all government standards, including The Occupational Safety and Health Act of 1970, and The American National Standards Institute's Code B-151.1 of 1976 and later orders. This information is obtainable from The Society of Plastics Industry, 1801 K Street NW, Suite 600K, Washington, DC 20006 USA; Phone: +1-202-974-5200.

All goods are sold in "as is" condition and with all faults and no description of the goods contained herein shall operate as any type of warranty or representation. Except as otherwise previously and expressly stated: SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AS THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with any other substances, materials, or goods. Buyer hereby acknowledges that Buyer has had sufficient opportunity to inspect the goods and is not relying on any expertise or representation of Seller or Seller's agents, either with respect to the character or quality of the goods or with respect to the use of the goods. Buyer expressly assumes all risk of injury or damage to Buyer, Buyer's property, and Buyer's employees and agents and all responsibility therefore, which may arise out of the possession, handling, use, or operation by Buyer, Buyer's employees or Buyer's agents for any purpose whatsoever. Furthermore, Buyer hereby agrees to indemnify and hold harmless Seller and Seller's employees and agents against and from any and all liabilities, causes of action, damages, claims, penalties, and cost and expenses related thereto, including all cost of defense and settlement and reasonable attorney's fees, arising from or growing out of any possession, handling, operation, or use of goods for and after the date of delivery of the goods to Buyer, and Buyer further agrees, upon Seller's request to defend any cause of action suite or claim which may be brought against Seller, relating to any subsequent handling, operation or use of goods.

Used Machinery Warranty: It is strongly recommended, that all proposed equipment be inspected and specifications verified by the buyer prior to sale. The buyer purchases above machinery "as is, where is, and with all faults", having no implied or expressed warranty that the machinery be merchantable or fit for any particular purpose, and no warranty which extends beyond the description on this quotation. Should any literature be obtained from WAK Plastics Machinery, Inc., such literature does not mean or warrant or imply that WAK Plastics Machinery, Inc. represents or has verified its accuracy. Any literature is to only be used as a guide and WAK Plastics Machinery, Inc can not guarantee its accuracy.

Taxes: Quotations and price lists do not include provision for taxes, duties, tariffs, brokerage, or items of a similar nature of any kind.

Limitation: The company shall not be liable for failure to perform any obligation with respect to Buyer resulting directly or indirectly from or contributed to by the acts of God; acts of Buyer; civil or military authority; fires; strikes or other labor disputes; accidents; floods; epidemics; war; riots; delays in transportation; inability to obtain raw materials, components, labor, fuel or supplies; or any other circumstance beyond sellers' reasonable control whether similar or dissimilar to the foregoing. Abuse, misuse, or failure to follow operating and maintenance procedures will void warranty. The Company shall not liable under any circumstances for any special, indirect, or consequential damages arising from defective equipment. No implied statutory warranty of merchantability or fitness for a particular purpose shall apply. No other warranty of any nature is expressed or implied.

Notes: (1) All machines offered subject to prior sale and for acceptance within 30 days from date of quotation. (2) Prices subject to change without notice. (3) Payments are to be made in U.S. funds. (4) Specifications and terms are subject to change without notice (5) Orders are not subject to cancellation except by written, mutual consent.