



Standard Terms and Conditions

Acceptance and Prices - This proposal is subject to acceptance within thirty days from date on subject proposal. All quotes are subject to prior sale of said machinery.

Payment - Payment terms for goods shipped hereunder will be full payment prior to shipment unless contrary terms appear on the face hereof or unless otherwise expressly agreed to in writing by the company.

Taxes - To the prices and terms quoted add any sales or use tax, other federal, state, or local, payable on the transaction under any applicable statute. If the purchaser is tax exempt, a current Exemption Certificate must be provided at the time of purchase.

Warranty and Liability - No equipment or product warranty is expressed or implied by purchase of equipment or product. The goods described herein are pre-owned used goods and are offered "AS IS/ WHERE IS" unless otherwise noted herein. Seller makes no warranties of any kind whatever, expressed or implied, of merchantability and fitness for a particular purpose unless contrary terms appear on the face hereof or unless otherwise expressly agreed to in writing by the Company. All specifications and descriptions of said goods are approximate only. It is the buyers responsibility to inspect the goods and ascertain if the specifications, description and condition of the goods conform to buyer's requirements.

Liability Disclaimer - In no event shall Southeast Packaging Machinery, Inc., be liable for any incidental or consequential damages resulting from the use, misuse, or inability to use the product. This exclusion applies regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Should the company nevertheless be found liable for any damages, they shall be limited to the purchase price of the equipment.

Machine Use and Safety - Buyer acknowledges that the goods described herein are pre-owned used goods which were neither designed nor manufactured by the seller, nor has the seller knowledge or control over the future application of these goods by the buyer.

It is the buyer's (user's) responsibility to provide proper safety devices, equipment, instructions for any particular use and to take all necessary steps to conform to all federal, state and local government standards, including OSHA.

Indemnification - User agrees to indemnify and hold harmless seller of and from any and all claims and liabilities from accidents involving these machines caused by failure of user, employees or agents to follow instructions, warnings or recommendations available from the original manufacturer, or by the failure of user to comply with federal, state and local laws applicable to such equipment including Occupational Safety Health Act of 1970.

Shipment Dates - Shipment dates are estimates only. No contract will be made to ship in a specified time. Shipments shall be f. o. b. or factory or warehouse at named shipping point with the title passing to the buyer upon delivery to the carrier of the Company unless contrary terms appear on the face hereof.

Cancellation - If, following acceptance of this proposal by the Buyer, all or any portion of this order is canceled by the Buyer without default on part of the Company or without the Company's written consent, the Buyer shall be liable to the Company for cancellation charges including, but not limited to, the Company's incurred costs and such profit as would have been realized by the Company from the transaction had the agreement not been breached by the Buyer.

Southeast Packaging Machinery, Inc. (2018)