

## Terms and Conditions - Arizona CNC Equipment, LLC

These Terms and Conditions are hereby agreed to by Arizona CNC Equipment, LLC (Seller) and Customer (Buyer).

**TERMS AND CONDITIONS OF SALE.** As used below, the word "Equipment" means all Equipment, machinery, accessories, attachments, spare or replacement parts, tools, supplies, merchandise or goods that are the subject of the parties' transaction.

**QUOTATIONS.** All quotations are made for immediate acceptance and are subject to withdrawal, change and prior sale or disposition by Seller without notice. Prices quoted remain firm for 30 days from date of quotation.

**ACCEPTANCE.** Sale of any Equipment by Seller is expressly conditioned upon the terms and conditions set forth below. Any order for or any statement of intent to purchase Equipment or services, or any direction to proceed with procurement or shipment, will constitute assent to said terms and conditions and a representation that the Buyer is solvent. Any additional or different terms or conditions set forth in any such communication from the Buyer are hereby objected to by Seller, and will not be effective or binding unless assented to in writing signed by an authorized Seller representative.

All proposals and acceptances are made with the understanding that orders are not subject to cancellation. All deposits are non-refundable. No conditions or agreements outside of Seller's written proposal are applicable unless otherwise agreed to in writing by Seller's authorized representative, and all prior conversations, arrangements or representations with reference to the quotation are superseded by Seller's written proposal.

**PAYMENT.** Unless otherwise stated in writing by Seller on the reverse side of this sales order, terms of payment are net 10 days after shipment. If Seller agrees to credit terms in advance, a service charge of one and one-half percent (1 ½%) per month will be assessed on accounts more than 30 days overdue. Where less than the entire purchase price is paid prior to delivery, title to Equipment is not transferable to Buyer until paid in full.

**TAXES.** Prices are stated in U.S. Dollars and do not include any federal, state or local taxes, which are in addition to the purchase price and must be paid by the Buyer. All foreign duties and taxes are the responsibility of the Buyer. Unless Buyer furnishes Seller with a tax exemption certificate, Buyer will pay to Seller any tax on the Equipment or the Equipment's use, however designated, levied or based by any taxing-authority, whenever Seller must pay the tax for the Buyer according to applicable law.

**SHIPMENT.** Unless otherwise agreed in writing by Seller and Buyer, all crating, skidding, rigging, customs, freight and insurance charges are the responsibility of the Buyer. Unless otherwise stated in Seller's Sales Order, invoice or revised invoice, shipment will be F.O.B. Location of Equipment, with all risks of loss and damage passing to the Buyer upon delivery of the Equipment to the common carrier.

Shipping dates are approximate only and are conditional upon delays, non-performance occasioned by strikes, fires or other causes beyond Seller's control. Seller is not liable for any damage occurring in transit.

**WARRANTIES.** Seller is a distributor of the Equipment conveyed as a result of this sales agreement. Seller has not modified this Equipment in any way and takes no responsibility for the Equipment's original construction, safety of operation, or subsequent modification. Seller neither makes nor assumes any warranty, whether statutory, by operation of law, or otherwise, express or implied, with respect to any Equipment, new or used, or with respect to the merchantability or fitness of such Equipment for any purpose or any other warranties, unless seller has so provided in writing. Seller does not warrant that such Equipment conforms with any plans or specifications of buyer or others or meets any requirements of any country, federal, state or local laws, regulations or ordinances pertaining to safety or insurance requirements, and there is no obligation of seller as to conformity of the Equipment.

**BUYER'S RESPONSIBILITY AND INDEMNITY.** Buyer acknowledges responsibility to ensure vital details and specifications of Equipment conform to buyer's requirements. Buyer acknowledges that it will be responsible for ensuring that all Equipment purchased from seller is installed and operated in a proper and safe manner. As of the date of delivery of the Equipment to the common carrier, buyer agrees to defend, indemnify and hold harmless seller and its affiliates from and against all suits, claims, costs and expenses (including reasonable attorneys' fees and cost of investigation), for personal injury, death or property damage ("losses") arising out of, resulting from, or connected with, the Equipment, other than losses that result from claims arising prior to delivery of the Equipment to the common carrier.

**DISPUTE RESOLUTION.** Any dispute, controversy or claim arising out of or relating in any way to this Sales Agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement, the Buyer must notify the Seller in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith by mediation administered by an association such as the American Arbitration Association (AAA) under its Commercial Mediation Rules. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Commercial Arbitration Rules. Fees charged by the mediators, arbitrators or the AAA will be shared by both parties.