



7 Emery Avenue • Randolph, NJ 07869  
Phone: 908/688-3600 • Fax: 908/688-6060  
website:www.jaygoinc.com

## TERMS AND CONDITIONS OF SALE

The following terms and conditions are attached to and made a part of the quotation, and are part of the conditions of the quotation and terms of the sale of the equipment arising out of or by reason of the quotation.

**TERMS OF PAYMENT:** As per quotation

**INCREASE IN PRICE:** In the event detail engineering or production has started, or materials are ordered, and Purchaser requires a change in specifications, the price to Purchaser shall be changed accordingly.

**TAXES:** Any sales, use or other similar tax charged to this transaction by the State in which Purchaser is located or where product is to be erected is not included in the above price and shall be paid by Purchaser, or if paid by Seller if required by Law, shall be reimbursed by Purchaser to Seller on demand.

**DRAWINGS:** If required by Purchaser, Seller will transmit to the Purchaser one (1) set of pertinent drawings for approval of the product.

If drawings are required, no materials or supplies shall be ordered or shall any fabrication of the equipment be started by Seller until Purchaser has approved the drawings in writing. Any delay in delivering written approval to Seller shall permit Seller to delay shipment. Purchaser agrees to indicate on the prints an approval and/or comments and return one set of prints to the Seller. Ten working days are normally allowed for approval. Any changes which must be made at the Purchaser's request after approval will result in an engineering charge of \$250.00 per hour and will be added to equipment price.

**SPARE PARTS MANUAL:** One (1) Operation and Maintenance Manual shall be furnished to Purchaser. Additional copies may be purchased for an additional charge.

**SHIPMENT:** Seller agrees to ship the equipment after receipt of written order and seller's drawings have been approved in writing by Purchaser. The shipment shall be contingent upon the receipt of materials from subcontractors and suppliers and the Seller shall not be held responsible for delays due to strikes, acts of God, war, riots, etc. or other occurrences beyond Seller's control.

**REWORK:** If for any reason Purchaser believes it is necessary to rebuild any of the equipment in the field with the intent of attempting to charge such rebuilding or rework to Seller, Purchaser agrees to first give Seller notice of such intended work and to provide Seller with an opportunity to view the anticipated work. No such work shall be the liability of obligation of Seller unless an authorized officer of Seller has executed a written order authorizing payments for such rework.

**RISK OF DAMAGE AND LOSS:** Seller shall be responsible for damage to or loss of the equipment or any part thereof until delivery to the common carrier, at which time the risk of damage to or loss of the equipment or any part thereof shall be upon Purchaser. Purchaser agrees to accurately check shipment upon arrival and file claim with the common carrier for any damage or loss. Purchaser agrees to file all claims and recover all payments for such damage or loss whether or not seller, as an accommodation to Purchaser, repays the shipping cost in connection with any part of the equipment; or, whether a supplier to Seller ships directly to Purchaser.

**START-UP INSPECTION:** Purchaser shall inspect and test the equipment immediately upon installation and shall, within 15 days of the substantial completion of installation, give notice in writing to Seller of any thing by reason whereof he may allege that the equipment is not in accordance with this contract. If Purchaser fails to give such written notice, said equipment shall be deemed to be in all respects in accordance with the contract and the equipment shall be considered accepted by Purchaser. Notwithstanding this right of inspection by Purchaser, Purchaser agrees to pay the quoted price according to the above terms whether or not a right of inspection and testing exists pursuant to the terms of this paragraph.



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**PRICE CHANGES:** The price quoted in the quotation is firm for 30 days on all orders.

**NO WARRANTY ON THIRD PARTY EQUIPMENT:** No warranty is made by Seller as to products, accessories, parts or attachments which are not fabricated by Seller. Any such warranty given by the maker or supplier of the Seller, is hereby assigned and transferred without modification or extension to Purchaser.

**NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ARE MADE WITH RESPECT TO SUCH ITEMS PURCHASED BY SELLER AND DELIVERED TOPURCHASER AS PART OF THE EQUIPMENT SOLD HEREUNDER.**

**WARRANTY:** With respect to that portion of the equipmentmanufactured by Seller, Seller warrants the workmanship and materials to be free from defect under normal use (and with the use as represented by Purchaser to Seller) with reasonable care and service for a period of 12 months fromshipment. Seller shall not be liable for anycosts in connection with removal and return of alleged defective parts, nor for indirect, special, consequential or liquidated damages or penalties arising out of any defect in materials or workmanship or in the equipment in its entirety. All freight charges connected to warranty or non-warranty repairs shall be the responsibility of the Purchaser. Purchaser to issue purchase order for repairs for warranty defects. Final determination of the suitability of the material or the parts or th e equipment for the use contemplated by Purchaser is the sole responsibility of Purchaser, and Seller shall have no responsibility for its determination. Seller does not warrant against abrasion, corrosion or erosion.

**EXCEPT AS HEREIN EXPRESSLY PROVIDED, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.**

**DISCLAIMER:** The provision contained under Seller's warranty in the preceding paragraph is Seller's sole obligation and Seller shall not be liable for any loss or damage directly or indirectly arising from the use of the equipment or for any consequential damages. Seller further disclaims any responsibility whatsoever to Purchaser or to any other person for injury to persons or damage to or loss of property caused by the equipment which has been subjected to its use, negligence or accident, or misapplied, modified or repaired by unauthorized persons or improperly installed.

**DELIVERY:** Seller shall have no liability for delays with respect to shipment arising out of causes beyond Seller's control, specifically including consequential damages. In the event of a delay of shipment by Seller arising out of occurrences beyond its control, Purchaser's sole remedy shall be to claim a return of the down payment paid in connection with this contract.

**TITLE AND POSSESSION:** Title and right of possession of the property furnished to Purchaser pursuant to the terms of this contract shall remain the Seller's, until full payment of the price according to the above terms has been made, notwithstanding the delivery of the property to Purchaser or to a common carrier for the purpose of transmission to the Purchaser, and notwithstanding the risk of loss has passed to Purchaser upon delivery to the carrier.

**EQUIPMENT TO BE FURNISHED BY THE PURCHASER:** Unless specifically mentioned elsewhere in the proposal under equipment furnished by Seller, the Purchaser must prove all necessary items including connection and source of power/air to make equipment operate and inform Seller fully of the name. A partial list of information which must be available to Seller, includes such things as concrete footing, electrical services available and anticipated connection of the equipment.

**ACCEPTANCE:** All purchase orders and contracts may only be accepted by an authorized officer of Seller in Randolph, NJ. No representations, agreements, letters or other similar type of communications shall be binding upon Seller, whether or not made by employees or sales agents.



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**CANCELLATION:** The Purchaser's acceptance of this proposal creates a contract with the Seller which thereafter can be terminated or cancelled only upon the Purchaser's written request and the Seller's written consent thereto, subject to such conditions as the Seller may reasonably require. Normally, and in the absence of special circumstances, the Seller's consent to

such a cancellation will be contingent upon the Purchaser's agreement to pay a cancellation charge equal to the cost of the percentage of completion of the order (as estimated by the Seller) or 50% of the list price of the equipment included in the order, whichever is greater, plus any cancellation charges which may be charged back to the Seller on items which the Seller may have ordered to complete the Purchaser's order.

**THE EMPLOYEES OR REPRESENTATIVES** of the Seller are not authorized to make any statements or representations as to the quality, character, size, condition, quantity, etc. of the items offered for sale inconsistent with these conditions of sale or the terms on the front hereof. Any such statements made will not be binding on the Seller or be grounds for any subsequent claim.

**SEVERABILITY:** If any one or more of the terms and conditions set forth herein is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms and conditions. Waiver by the Seller of a breach of any one of the terms and conditions shall not be construed as a waiver of any other breach.

**IN THE EVENT ANY** party institutes legal proceedings to enforce their respective rights arising out of this agreement, each party shall be responsible for their respective attorneys fees and court costs, plus cost of executing, enforcing and/or collecting any judgments at trial and appellate levels.

**INDEMNIFICATION:** The Purchaser expressly agrees as a condition of its purchase of the equipment that it will indemnify and hold harmless the Seller, its agents, and employees, from any and all claims that may hereafter at any time be asserted by any subsequent owner, purchaser or user of the equipment or by any third party arising from any purported defect(s) in the equipment or by reason of the use of the equipment. Such indemnification shall include, but not be limited to, attorney's fees and/or legal expenses relating to such claims. The Purchaser agrees to assume all responsibility in connection with the equipment upon delivery thereof to the Purchaser or to a common carrier, whichever occurs first.

**ASSIGNMENT:** The Purchaser may not assign its rights or delegate its performance in whole or in part hereunder without the prior written consent of the Seller, and any attempted assignment or delegation without such consent shall be void.