



Addison Machine Engineering
That's Addison. That's Know How.

Terms & Conditions of Sale

1301 Industrial St. Reedsburg, WI 53959
888.AME.ROLL (Toll-Free)
608.524.6099 (Fax)

Quality. Service. Performance.

Questions? Please contact mikes@ameinc.com



Addison Machine Engineering
Quality. Service. Performance.

Acceptance

Any order based on a quotation by Seller for the purchase of goods from the Seller shall be subject only to the terms and conditions set forth herein and is subject to approval and acceptance by Seller at Seller's general office in Reedsburg, WI. There are no understandings or agreements other than as set forth herein and no additions, deletions, or modifications of these terms or any other matter set forth on the face hereof proposed by Buyer in its printed forms or otherwise shall bind Seller unless accepted by Seller in writing, signed by an officer of Seller's Board of Directors, regardless of whether such other terms would materially alter the terms hereof. In any event, any quotation made by Seller shall expire thirty days after its date and may be reinstated only by written confirmation by Seller. Stenographic and clerical errors are subject to correction.

Prices

Prices are F.O.B. Seller's plant and are subject to change without notice any time prior to Seller's acceptance of Buyer's order. Unless specifically mentioned, prices quoted do not include the amounts of any applicable sales, use, transfer or excise taxes, or other similar taxes, tariffs, or customs duties. Buyer will be charged for any such taxes, tariffs, or customs duties levied upon the sale, transfer, import, or use of the goods sold hereunder.

Terms

Unless special written terms are arranged, all quoted prices are F.O.B. cars, planes, vessels, trucks, rail, or any other means of transportation at the point of Seller's assembly and are subject to progress payments as follows:

If the Buyer delays shipments, payment shall become due from the date when the Seller is prepared to make shipment. In consideration of the progress payments to be made hereunder, Buyer shall be the sole owner of the subject equipment at all times to the extent of percentage of progress payments received by Seller. Shipment is contingent upon Buyer's financial condition being at all times satisfactory to the sole discretion of the Seller.

Delivery

Estimated shipping time is calculated from the date complete specifications necessary to manufacture to Buyer's requirements are received at Seller's plant. Shipping time is approximate only, and Seller is not responsible for delays or non-performance resulting from (a) delays in receipt of final specifications from Buyer, (b) changes in specifications from those on which Seller's quotation was based, (c) Force Majeure (such as strikes or other abnormal manufacturing conditions, fire, flood, accident, riot, war and invasion,



Addison Machine Engineering
Quality. Service. Performance.

governmental priorities or other causes beyond Seller's reasonable control). In no event shall Seller be liable for incidental, consequential, or special damages arising out of a delay or failure to deliver. All shipments hereunder shall be by truck at Seller's discretion, unless Buyer expressly requires other means of transportation and pays any and all additional costs thereof. Risk of loss during shipment shall be borne buy Buyer.

Installation

Unless otherwise expressly specified on the face hereof, all costs of installation of the goods at Buyer's plant shall be borne by Buyer. Weight or weights, if given, is the net shipping weight or Seller's best estimate thereof.

Cancellation

Orders placed for equipment covered by Seller's quotation are not subject to cancellation or modification, in whole or in part, after Seller's acceptance, except with Seller's express written consent and upon payment of a cancellation charge, which will cover all costs incurred by Seller to time of cancellation. If Buyer cancels the order without Seller's express written consent, the Buyer agrees to pay all costs incurred by Seller and to compensate Seller for any loss of profits that it may suffer in the event that Seller is unable to resell the material and equipment and/or component parts thereof at the contract price. Material purchased by Buyer's payment of cancellation will be shipped upon request. Customized material is the property of the Buyer when purchased by the Seller for the production and will be sent to Buyer upon payment of cancellation charges.

Drawings and Prints

Insofar as goods are to be produced and/or manufactured in accordance with Buyer's specifications, the Buyer represents that the drawings, prints, and parts, if any, submitted in connection with its order reflect Buyer's latest revisions of specifications. Any drawings, prints, specifications, and information furnished to Buyer by Seller in connection herewith is considered confidential for use of Buyer only and Buyer will be responsible to Seller for any loss or damage caused by wrongful use or disclosure of any such matters by Buyer. All descriptive and shipping specifications, drawings, and particulars of weight and dimensions provided by Seller are approximate only. No descriptions or illustrations contained in Seller's catalogs, price lists, or other advertising materials shall constitute a part hereof or of any contract between Buyer and Seller.



Addison Machine Engineering
Quality. Service. Performance.

Changes in Specification or Design

If Buyer requests changes in specifications or design of any goods covered by any contract with Seller, Seller will determine in its sole discretion whether it will undertake to make such changes. If Seller determines not to do so, the contract will nevertheless remain in full force and effect. If Seller determines to undertake to make such changes, Seller may revise the delivery schedule and increase or decrease the price of the goods to the extent necessary in Seller's reasonable judgment to take account of such changes. Subject to the foregoing sentence, all the terms of the contract shall remain in full force and effect notwithstanding changes in the specifications or design of the goods.

Warranties

Seller warrants that the goods covered by its quotation and sold to Buyer (excluding components purchased by Seller from others) will be free from defects in materials and workmanship for a period of twelve months following the date of shipment from Seller's plant thereof. Seller makes no other warranties, either expressed or implied, of merchantability, fitness for any particular purpose, or otherwise. In no event shall Seller be liable for any incidental or consequential damages or expense occasioned by the use of defective goods. If Buyer rejects any product manufactured by Seller during the warranty period stated above, Seller's obligation is limited to repairing such goods or to furnishing without charge new goods in substitution for the defective goods to the extent of the original cost of the products at its plant of manufacture. The aforesaid warranty shall not apply unless the Buyer gives immediate written notice to Seller of such defects.

In addition, the aforesaid warranty shall not apply to any goods that have been improperly installed by any party other than Seller or to goods subjected to misuse, abuse, or neglect or which have been repaired or altered without Seller's prior written consent. The foregoing warranty (the "Warranty") will become void, and Seller will have no obligation whatsoever with respect to any goods that are not used or maintained in a normal and proper manner or under recommended conditions, or that are modified or altered, or repaired by persons other than Seller. Seller shall have no liability hereunder for claims made under this warranty which are not in writing and which have not been delivered to Seller within thirty days after termination of the warranty. This warranty extends only to the original Buyer, and Seller's obligation under this warranty is limited to the furnishing or repairing of, at Seller's option, a part or parts determined by the Seller to be defective with all dismantling and assembly at Buyer's plant, packaging, and shipping costs, if required, to be paid by Buyer.



Addison Machine Engineering
Quality. Service. Performance.

IT IS UNDERSTOOD AND AGREED THE SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THIS AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

Component material and equipment that is not manufactured by Seller is excluded from this warranty and is subject to any applicable warranties issued by the manufacturer of such material and equipment. Components purchased by Seller from others for inclusion in goods sold by Seller are guaranteed and warranted by Seller only to the extent of the guaranty or warranty, if any, made to Seller in connection therewith.

Labor Warranty

Seller by acceptance of orders hereunder, certifies that Seller complies with the Fair Labor Standards Act, as amended, and all regulations and orders issued pursuant thereto. The foregoing warranty comprises Sellers sole and exclusive warranty obligation and liability of or in respect of the goods sold by Seller to Buyer, and all other warranties, expressed or implied, including, without limitation, warranties of merchantability and fitness, are hereby expressly excluded. Seller shall not be liable for any damages, whether special, incidental, consequential, labor, expenses, or otherwise caused or arising out of any failure of the goods sold hereunder to conform to the foregoing warranty.

Limitations of Actions

Any action for a breach of contract arising out of Seller's acceptance of Buyer's order must be commenced within one year after the cause of action has occurred.

Patent Infringement

Seller shall have no liability or responsibility with respect to any material or part thereof supplied or manufactured to the design of Buyer infringing any United States or Foreign patent, and Buyer will indemnify and save Seller harmless from any such claims of infringement including payment of Seller's attorney fees.



Addison Machine Engineering
Quality. Service. Performance.

Governing Law

The rights and obligations of the parties hereto and the construction and effect of any contract formed pursuant hereto shall be governed by the laws of the State of Illinois.

Indemnification - Safe Operation

Buyer shall comply with and require its employees to comply with directions set forth in documented inspections and maintenance instructions, manuals, drawings, safety notices, and warnings and other instructions furnished by Seller and shall use and require its employees to use reasonable care and all safety equipment in the operation and maintenance of the goods. Buyer shall not remove or permit anyone to remove any safety equipment or warning signs. If Buyer removes or permits anyone to remove any safety equipment or warning signs or fails to observe and condition in this section, or if any injury or damage is caused, in whole or in part, by the Buyer's failure to comply with applicable federal, state, or local safety requirements, Seller shall have no obligation to Buyer and Buyer shall indemnify and hold Seller harmless against any claims, loss, or expense for injury or damage arising from the use of the goods. Seller specifically disclaims any and all liability arising out of the operating of the goods other than the warranty liabilities to the original Buyer.

The equipment described herein is provided only with the safety devices and features shown in the applicable specifications and Addison Machine Engineering, Inc. does not warrant that such devices and features meet the requirements of any local, state, or federal laws or regulations, including those issued under O.S.H.A. Should the Buyer require any additional devices or features, Buyer shall specifically request such devices or features, and Addison Machine Engineering, Inc. will amend its quotation accordingly.