

**Pallet Repair Systems, Inc.**  
**TERMS AND CONDITIONS OF SALE – Machinery-US**

**1. TERMS of PURCHASE**

- A. 30% (thirty) with purchase order, 70% (seventy) upon shipment. Should the purchaser delay shipment, for any reason, the unpaid balance will be due 30 days after Pallet Repair Systems, Inc. is notified of revised shipment date.
- B. All prices quoted in U.S. dollars. Price does not include sales tax. This equipment will be used "For use in manufacturing only" and is exempt. The invoice will reflect the same. Residents of Arkansas, Illinois, Ohio, Wisconsin, Iowa, Michigan, Florida and Indiana are subject to sales tax unless a certificate of exemption is sent to our office in Jacksonville, IL.
- C. Title is to remain with PALLET REPAIR SYSTEMS and all accompanying components shall remain with PRS until final payment has been made and acknowledged by PRS.

**2. DELIVERY**

- A. Estimated ship dates are based on receipt of approved purchase order and 30% deposit. Ship dates are *approximate* and are contingent upon strikes, accidents, fires and all other causes beyond our control.
- B. All shipments F.O.B. shipping point unless otherwise specified.

**3. ORDERS FOR EXPORT**

Orders for export will not be shipped until purchaser obtains irrevocable letter of credit from prime U.S. bank. Purchaser shall pay any export or import duties.

**4. FIELD SERVICES**

**Installation Drawings**

If PRS provides suggested drawings or layouts of equipment systems, they are to be used as a basic guide. It is the responsibility of the customer to check building codes and practices, and to verify installation plans with those experienced in the field.

**Installation**

Installation can include placement of the equipment purchased from PRS. The purchaser is responsible for foundations, wall openings and utilities required, electrical wiring to equipment disconnect and all point-to-point wiring (from control panel to motors or junction box).

**Maintenance and Operational Training**

Maintenance and Operational Training consists of any PLC programming adjustments and application setup, electrical adjustments and setup, key operator training, hydraulic setup, and maintenance procedure instruction.

**5. PRICE OF EQUIPMENT DOES NOT INCLUDE:**

- A. Freight.
- B. Installation costs.
- C. Foundations for the equipment.
- D. Blowpipe work on existing systems.
- E. Any wall openings, foundation, and utilities required.
- F. Electrical wiring to equipment disconnect.
- G. All point-to-point wiring (from control panel to motors or junction box).
- H. Any state or local permits required.
- I. Applicable Sales/Use tax.

**6. EXCLUSION OF DAMAGES**

PRS shall not be liable in contract, in tort, or otherwise, for special, indirect, incidental or consequential damages, such as, but not limited to, damage to or loss of other property or equipment, loss of use of any property or equipment, loss of profits or revenue, loss of capital or claims for business interruption.

**7. SAFETY DEVICES**

The equipment is provided with only those safety devices specifically identified. It is the responsibility of the Purchaser to furnish and install any other safety devices in compliance with OSHA standards as well as those desired by the Purchaser or required by law.

**8. BACK CHARGES**

Back charges will not be accepted without prior written authorization from PRS.

**9. STORAGE**

The Purchaser shall be responsible to protect the equipment against damage from weather or other causes, and for any costs in connection with storage and reconditioning.

**10. CHANGES**

Either party shall have the right to propose changes in the equipment to the other party prior to delivery, but no changes shall be binding on either party until incorporated into a change order in writing to this agreement, executed by each party and specifying the effect the proposed change will have on the price, terms, and conditions of this agreement.

**11. GUARANTEES and WARRANTIES**

- A. Limited eighteen month warranty. **See separate, attached warranty.**
- B. PRS will provide labor to replace or repair the unit for sixty days from date of delivery if the unit fails to operate properly due to defects in material or workmanship except for costs related to removal, installation, or freight. Labor beyond 60 days from shipment date will be billed at our standard labor and service rate schedule.
- C. PRS warrants all materials and/or workmanship will be of good quality. Our obligation under this warranty will be limited to materials and or workmanship performed and will not extend to any special, consequential, or contingent damages.
- D. All purchased components such as motors, electrical controls, gear drives, conveyors, etc., will carry the manufacturer's warranties and the replacement of the parts will be at their discretion.

**12. CANCELLATION**

Orders cannot be cancelled except with the written permission of PRS. Cancellation will not be permitted without payment by Purchaser of a cancellation charge to be determined by PRS. This charge will depend upon our expenses and commitments and the progress of engineering and fabrication, and shall not be less than 15% of the purchase price.

**13. OPERATOR MANUALS**

Prior to the start up of the system, PRS will supply customer with a copy of the operator's manual, and wiring diagrams.

**14. OPERATION OF SYSTEM**

PRS shall be allowed a reasonable length of time, without interference, to make any necessary checks and adjustments on all parts of the system. Customer will also allow reasonable length of time of actual operating conditions, under full load, before readjusting or requesting such services.

**15. PERMITS and LICENSES**

Customer is responsible for obtaining all applicable permits, licenses, etc., as may be required by any insurance company or federal, state, county, or city government agency.

**16. QUOTE PERIOD**

This quotation is valid for a period of thirty (30) days.

Purchaser's Company Name: \_\_\_\_\_

**Electrical Requirements:**

VOLTAGE	208	230	460	550 (circle one)
PHASE	SINGLE		THREE (circle one)	

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_