



Seminole Holdings, LLC dba Universal Automatics  
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## SALE TERMS AND CONDITIONS

All purchases by a buyer ("Buyer") of equipment owned by Seminole Holding, LLC, doing business as Universal Automatics ("Universal Automatics") (a "Direct Sale"), or equipment owned by a third party ("Seller") and brokered by Universal Automatics (a "Brokered Sale"), are subject to the terms and conditions set forth hereinbelow:

**ACCEPTANCE:** The acceptance of any order of equipment (the "Equipment") by Universal Automatics is conditioned upon the acceptance by Buyer of all terms and conditions contained herein, and as relates to a Brokered Sale, the terms and conditions of Seller. Any inconsistent or additional terms contained in Buyer's purchase order are hereby rejected. The terms and conditions as stated herein shall not be modified other than in writing signed by Universal Automatics and Buyer.

**QUOTATIONS:** All Equipment is unique. Equipment is offered for immediate acceptance and is subject to sale or disposition at any time to other buyers prior to acceptance of Buyer's purchase order. Prices quoted are exclusive of all taxes, duties, customs charges, shipping and rigging expense and are subject to change.

**CANCELLATION; DELIVERY:** No orders may be withdrawn or canceled by Buyer, nor may they be deferred when ready, unless Universal Automatics (and Seller, if applicable) shall have previously approved such withdrawal, cancellation or deferral in writing and Universal Automatics (and Seller, if applicable) shall have been paid a withdrawal, cancellation or deferral charge of a reasonable amount acceptable to Universal Automatics (and Seller). Any dates or schedules which may be specified for the delivery of the Equipment have been stated only approximately and are estimates. Universal Automatics shall not incur any liability, either direct or indirect, nor may any purchase order be cancelled, as a result of any delays in meeting such dates or schedules. Universal Automatics shall not be responsible or liable for any delays or failures in the delivery of the Equipment due to any cause or condition beyond its control, including, without limitation, strikes or labor difficulties, fires, floods and other actions of the elements, inability to secure transportation, shortage of materials or equipment, riots or other civil commotions and acts of God and war.

**INVOICES:** Payment shall be made in full prior to shipment and shall be payable in U.S. funds. Payment terms are certified funds, in full, prior to removal of machine unless otherwise agreed. Federal, State and Local taxes and shipping, rigging, duties and customs charges are the sole responsibility of the Buyer.

**NO WARRANTIES:** Buyer understands that the Equipment sold hereunder is used. Equipment descriptions and pictures are intended for informational purposes only and their accuracy is not guaranteed. Universal Automatics reserves the right to correct any errors. Buyer shall inspect all Equipment prior to issuing a purchase order. Buyer shall not be entitled to any remedies for Equipment quality or missing items. Universal Automatics makes no representations or warranties whatsoever, except as to title of Direct Sale Equipment. All equipment is sold "AS IS, WHERE IS" and "WITH ALL FAULTS". Buyer accepts the condition of the Equipment and is responsible for all loading and freight charges. Universal Automatics is not responsible for damages occurred during loading or transit. **EXCEPT FOR ANY EXPRESS WARRANTY DESCRIBED ABOVE, THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WRITTEN, ORAL OR ARISING UNDER CUSTOM OF TRADE INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF UNIVERSAL AUTOMATICS SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE-REFERENCED EXPRESS WARRANTY OR ANY TERMS HEREOF.** In no event shall Universal Automatics be liable to Buyer or to any third party for consequential, incidental or special damages, or for lost profits, resulting from or in any manner related to the Equipment, its delivery, non-delivery, design, use, or any inability to use the same, whether such damages be claimed under contract, tort or any other legal theory.

**TITLE/RISK OF LOSS:** Risk of loss for all Equipment shall pass to Buyer upon delivery to Buyer at Seller's facility ready for shipment. Title shall not pass to Buyer upon delivery of the Equipment, but shall remain vested in Universal Automatics or Seller (as applicable) until the entire purchase price and all taxes and other applicable charges are paid in full.

**MACHINE SAFETY:** It is Buyer's responsibility to provide proper safety devices and equipment to safeguard the operator from harm for any particular use, operation or setup and to conform to all Federal, State and Local Government Safety Standards and all industry safety standards.

**INDEMNIFICATION:** Buyer shall indemnify, defend and hold harmless Universal Automatics, and its Members, Managers, employees, agents successors and assigns of and from any and all claims, losses, liabilities or expenses (including, without limitation, reasonable attorney fees) on account of any damaged property or injury or death of persons (including, without limitation, Buyer's employees) arising out of, in connection with, or in any way relating to Buyer's or Buyer's employee's or agent's (a) handling, use, or implementation of the Equipment, (b) failure to follow instructions, warning, or recommendations available from the original manufacturer of the Equipment, or (c) failure to comply with Federal, State and Local laws, codes and acts applicable to such Equipment, including, but not limited to, the Occupational Safety and Health Act of 1970 and all amendments. This indemnity obligation of Buyer will survive the expiration, termination or cancellation hereof. Universal Automatics recommends that Buyer contact the original manufacturer of the Equipment purchased to obtain important information pertaining to safety, and proper use and operation of the Equipment. Universal Automatics recommends that the Equipment not be placed in service until the current safety instructions have been received from the Equipment manufacturer.

**INTEGRATION:** There are no understandings between the parties hereto as to the subject matter hereof other than as set forth herein. All previous communications between the parties hereto concerning the subject matter hereof, whether verbal or written, including, but not limited to Buyer's purchase order, are hereby abrogated and withdrawn, and this contract constitutes the whole of the agreement between the parties hereto. Any additional terms and conditions of a purchase order shall not apply hereto unless agreed to by Universal Automatics in writing. Delivery of a purchase order by Buyer pursuant hereto shall be deemed to be an acceptance by Buyer of the terms and conditions hereof. If Buyer does include different or additional terms and conditions in its purchase order, acceptance, confirmation or other written form, neither Universal Automatics' delivery of all or part of the Equipment, nor any other action except a written notice from Universal Automatics, shall constitute acceptance of such additional or different terms, but instead the terms and conditions hereof shall govern.

**MISCELLANEOUS:** The terms and conditions applicable to the transaction provided for herein shall be determined and construed in accordance with, and shall be governed by, the laws of the State of Ohio. The parties agree that the United Nations Convention of Contracts for the International Sale of Goods will not apply to this contract. Further, Buyer and Universal Automatics agree to submit to the jurisdiction of the appropriate local, state or federal courts within Summit County, Ohio for purposes of resolving any dispute or claim arising in connection with said transaction. Nothing in this contract shall be construed as creating any act or beneficial right in or on behalf of any third party. The failure of either party to insist or enforce in any instance strict performance of any of the terms of this contract or to exercise any rights hereunder conferred, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.