



Sifting & Screening Machines
Sieves • Milling Supplies
Phone 913-682-2291
Fax 913-682-1431

STANDARD TERMS & CONDITIONS

Acceptance

These terms and conditions are the complete and exclusive statement of the terms of any sale of goods ("Goods") by Great Western Manufacturing Co., Inc. ("Great Western") to Buyer. Buyer shall be deemed to have agreed to all of these terms and conditions by its issuance of a purchase order, acceptance of any part of the goods, payment for the goods, or otherwise. The acceptance by Great Western of any order is expressly conditioned upon Buyer accepting all of these terms or conditions. Any additional or different terms or conditions contained in Buyer's order or otherwise shall be deemed objected to by Great Western and of no effect unless made in writing and signed by Great Western.

Terms of Payment

Terms of payment, unless otherwise stated, are net thirty (30) days from date of invoice for companies with approved credit unless otherwise agreed to terms. Buyer shall make all payments hereunder by wire transfer, ACH or check and in U.S. dollars. Buyer shall payment interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Great Western for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

Shipment

All shipments are made Ex Works point of manufacture, and title to goods will pass from Great Western to Buyer upon delivery to carrier. Shipments will be routed according to Buyer's instructions, or if not specified, according to Great Western's convenience. At Buyer's request, Great Western will prepay and add transportation charges, plus handling, to the purchase price of goods. Time for shipment is approximate and is based upon prompt receipt from Buyer of all necessary information and approval of drawings.

Delivery

The Goods will be delivered within a reasonable time after receipt of Buyer's purchase order, subject to availability of finished Goods. Great Western shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by both parties, Great Western shall deliver the Goods to the shipping address given by Buyer on the purchase order, contract, bill of lading or Sales Confirmation ("Delivery Point") using Great Western's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods when shipped by Great Western. Buyer shall be responsible for all off-loading, freight, or other shipping costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. Great Western may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's original purchase order or signed contract.



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Taxes

Prices do not include any federal, state or local taxes, tariffs, levies, or other governmental charges. Buyer shall pay all such taxes and charges.

Safety Guards

Safety guards are provided in order to protect users of the equipment from serious personal injury or death. The Buyer agrees to indemnify and hold Great Western harmless from any and all losses, damages, and injuries of any nature whatsoever, including personal injury and/or death and including all reasonable legal costs and attorney fees, arising from the installation, use or operation of the equipment without safety guards, even if such losses arise from the negligence of Great Western.

Warranty

Great Western warrants its product to be free of defects in materials or workmanship. It is expressly understood that no other warranties, expressed or implied, including the implied warranties of merchantability or fitness for a particular purpose shall apply. It is further expressly understood that Great Western shall not be liable for loss of use, revenue or profit, or for any consequential, special, punitive, or indirect economic damages, or losses. Buyer's sole and exclusive remedy shall be limited, for a period of not greater than 12 months from date of shipment, for Great Western to repair or replace the product or to refund of the monies paid, at Great Western's sole option. Great Western shall not be responsible for parts subjected to misuse, negligence, or improper maintenance by Buyer, nor for damages due to abrasion, corrosion or erosion. There are no understandings or agreements relative to warranties or liability that are not fully expressed herein. Payment for the goods constitutes Buyer's acceptance of these terms. Removal, installation and/or transportation expenses for warranty replacements will be at the Buyer's expense.

Inspection and Rejection of Nonconforming Goods; Return Merchandize Authorization (RMA)

Buyer shall inspect the Goods within 48 hours of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Great Western in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Great Western. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Great Western of any Nonconforming Goods, Great Western shall, in its own discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. For Returned goods, Buyer shall receive an RMA (Return Material Authorization) from Great Western prior to shipping, at its expense and risk of loss, the buyer will ship goods to Great Western's facilitated located at 2017 S. 4th St., Leavenworth, Kansas 66048. If Great Western exercises its option to replace Nonconforming Goods, Great Western shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to Buyers shipping address. Buyer acknowledges and agrees that the remedies set forth



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above are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided above, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Great Western.

Maintenance and Use

PROPER SERVICE AND ROUTINE SCHEDULED MAINTENANCE IS ESSENTIAL TO THE GOODS PERFORMING THE PURPOSES AND USES FOR WHICH THE GOODS WERE MANUFACTURED. Great Western shall supply Buyer with any operations manuals or other materials it has prepared for dissemination to customers regarding operation or maintenance of the Goods and shall use reasonable efforts to furnish Buyer with any subsequent supplements or updates to such written materials during the period Buyer retains ownership of the Goods. Buyer shall make all such materials available to its employees engaged in operating and servicing the Goods and shall cause its employees to review such materials. Buyer shall only permit individuals who are experienced and trained in the use of the Goods to participate in the assembly and erection of the Goods and in the servicing, maintenance, and operation of the Goods.

Cancellation

Buyer may not cancel an order after acceptance by Great Western except with Great Western's consent, and upon terms acceptable to Great Western.

Compliance With Laws, Etc.

Great Western makes no representation that the equipment does or will comply with any law, code, regulation, or order of any authority or other governmental body. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Kansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Kansas. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Kansas in each case located in the First Judicial District Court for Leavenworth County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding, and waives any right to remove such suit, action, or proceeding to federal court.