



## Terms and Conditions

All Equipment is guaranteed to be as represented only by printed matter pertaining to it published by the manufacturer.

Title and right to physical possession of merchandise covered by this order shall remain in Transource Truck and Equipment Inc. (TTE) until purchase price shall have been paid in full. If purchaser fails or refuses to pay any amount when due under this contract or relinquishes possession of all or any part of this merchandise voluntarily, or involuntarily, then ~~all unpaid amounts become due forthwith~~ and seller may repossess the merchandise wherever found, and shall not be liable, in any action for such repossession ~~nor for the payment of any money or moneys that have been paid in part payment for said merchandise, and any so paid shall be considered as compensation only for the use wear and tear on such merchandise.~~ Deferred payments are to be evidenced by notes bearing 18% interest. Payments not made when due bear interest of 1.5% per month and costs of collection. Orders are not binding upon the seller unless and until approved in writing by and at the seller's office by an officer of the company as shipped. All shipments are at buyer's risk, and seller's responsibility ceases upon issuance of bill of lading at loading points. All quotations, agreements and contracts are contingent upon mill conditions, strikes, fires, accidents. Delays of carriers, or any other cause unavoidable or beyond seller's control and seller is not responsible for delays arising therefrom.

The purchaser agrees that TTE, incurs no liability on account of defective material other than any liability of the manufacturer involved, and that all claims for defective material will be presented only to the manufacturer. TTE however, agrees to assist the purchaser in presenting any reasonable claim to the manufacturer. The purchaser agrees that no payment for equipment will be delayed awaiting settlement of any such claim.

Neither TTE, nor the manufacturer are liable for the cost of repairs made outside of the factory without specific written approval of TTE or the manufacturer.

No person has an authority to obligate TTE by any terms, representations, stipulations or conditions not expressed in writing.