

# TERMS & CONDITIONS OF SALE

## USED MACHINERY

### 30 DAY RETURN PRIVILEGE:

Most machines are sold, as inspected, but carry a 30 day **RETURN PRIVILEGE**. You may return the machine(s) within 30 days from original shipment date and we will refund the purchase price in full. Buyer is responsible for all freight, inbound and outbound, and all loading charges. This Return Privilege applies only to machines, which we own. The machine(s) must be returned in the same condition that it left Dominion Air & Machinery's warehouse. Dominion Air & Machinery Company shall not be responsible for any damages done by truckers, riggers, or other parties not under their direct control. Any machine damaged in shipping shall not be covered under this return privilege. Any machine(s) not sold with a 30 return privilege will be sold and accepted "as is".

### TERMS:

We accept cash, check, Visa or Master Card with order, and all machines are quoted PAYMENT IN FULL PRIOR TO SHIPMENT, unless otherwise stated. All machines offered subject to prior sale and prices quoted are exclusive of any government sales tax. Machinery descriptions are intended only as a guide and their accuracy is not guaranteed. Verification of descriptions, specifications, and condition are the responsibility of the buyer. It is also the buyer's responsibility to ship, unload in place, wire and install unless otherwise stated in the sales agreement.

### CONDITIONS:

There are no warranties which extend beyond the description of the face hereof. Quotations are subject to change without notice. All agreements and/or contracts made by salesmen or representatives are subject to approval by the Home Office-Dominion Air & Machinery Co. These Terms and Conditions of Sale are subject to change without notice.

### MACHINE SAFETY:

It is the buyer's responsibility to provide proper safety devices and equipment to safeguard the operator from harm for any particular use, operation or set up, and to adequately safeguard the machine, or machines, to conform to all Federal, State and Local Government Safety Standards and All Industry Safety Standards.

### INDEMNIFICATION:

User agrees to indemnify and hold harmless Seller of and from any and all claims or liabilities from accidents involving these machines caused by failure of user, his employees, or agents to follow instructions, warnings, or recommendations available from the original manufacturer, or by failure of user to comply with Federal, State and Local laws applicable to such equipment including the Occupational Safety and Health Act of 1970.