



Terms

40% with order placement (50% for non-domestic USA orders), and the balance plus any applicable freight and forwarding charges when notified the equipment is ready for shipment.

Please note that our production lead time estimates are based on the actual date on which we receive your purchase order and down payment deposit. It is the responsibility of the purchaser to consult with a qualified electrician to confirm that their facility has the necessary electrical service to operate the equipment.

Please refer to the additional Terms and Conditions attached hereto which are incorporated herein by reference.



TERMS AND CONDITIONS OF SALE

TERMS

The terms stated in CM Shredder ("CM Shredder") final Quotation govern all sales (including parts) by CM Shredder, notwithstanding the use of a Purchaser's Purchase Order.

PRICING

The final CM Shredder Quotation contains the itemized price list and total amount due for payment. Please consult your CM Shredder representative for pricing.

SHIPPING POINT

Unless otherwise stated, standard shipping point shall be F.O.B. CM Shredder in Sarasota, FL. All rights and title to Equipment transfer to the Purchaser upon delivery to the carrier. Production or through put figures given in this quotation, or elsewhere, whether oral or written, in relation to the goods are estimates only and are based upon CM SHREDDERS understanding of the material being processed, the mixture of the material being processed, handling facilities being provided, ability of the operator to load and unload and handling points. CM SHREDDER makes no warranties or guarantees in respect thereof.

DELIVERY

The acceptance of shipment by common carrier shall constitute a delivery to the purchaser and CM Shredder shall not be responsible for Equipment damaged or lost in transit.

ERRORS

Typographical and clerical errors are subject to correction.

CLAIMS

If the Purchaser claims Equipment is not as ordered, he or she must notify CM Shredder within 30 days of delivery. Equipment may not be returned without the written consent of CM Shredder and the issuance Return Authorization Number issued by the CM Shredder Customer Service Department. The Return Authorization Number must be affixed to the Equipment being returned.

SPECIFICATION

Standard Equipment will be supplied in accordance with the final CM Shredder Quotation and description in the CM Shredder Operations Manual.

CANCELLATION

In the event of cancellation or deferral of deliveries on an order, the Purchaser assumes immediate liability for any completed part of the order, any material or tooling work performed, and may be asked for immediate payment of the charges involved.

CREDIT

CM Shredder may refuse to make shipment unless previous invoices have been honored and satisfactory credit has been established.

USES

The uses to which CM Shredder Equipment is put are solely within the discretion and responsibility of the purchaser and/or user. Purchaser shall require the use of safety glasses, protective clothing, shoes,

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941/755-2621



covers, doors, shields and other protective devices during the operation of the goods. and shall require generally accepted safe operating procedures to be followed at all times. CM SHREDDER shall have, and assumes, no obligation or responsibility for the unloading and unpacking of the goods, their storage, the installation of the goods, the installation of the safety devices on said goods, or the operation or maintenance of the goods; and Purchaser agrees to indemnify and save harmless and defend CM SHREDDER from any claims, causes of action, or suits, whether for damage to property or for personal injury (including death), arising out of or connection with the unloading or unpacking of the goods, their storage, the installation (or lack thereof) of safety devices, the adoption or lack of adoption of safe operating procedures or practices, the operation of the goods, or any similar occurrence, including without limitation any failure to instruct as to the safe use of or the failure to warn against damages or misuse. Purchaser shall notify CM SHREDDER of any accident involving any CM SHREDDER machinery and/or equipment and goods immediately upon occurrence thereof. Purchaser shall cooperate in every way with CM SHREDDER in any investigation of accidents involving CM SHREDDER manufactured machinery and/or equipment and goods.

Warranty:

CM SHREDDER warrants (which warranty shall insure exclusively to the benefit of the Purchaser) that if the goods covered by this quotation fail while in normal use or service because of defective material or workmanship within one (1) year from the date of shipment, or two thousand and eighty (2,080) hours of operation, whichever occurs first, CM SHREDDER shall repair or replace each defective manufactured part or shall make good such faulty workmanship, free of charge, EXWORKS, CM SHREDDER's factory. This warranty shall apply only to materials, parts or components, which are of CM SHREDDER's manufacture. Materials, parts or components not manufactured by CM SHREDDER and purchased from third parties are warranted only to the extent effectively provided to CM SHREDDER by the respective manufacturer thereof. Under no circumstances shall this warranty apply to wear or perishable parts unless provided for in the body of the quotation.

CM SHREDDER shall not be liable, for expense or otherwise, with respect to alterations, repairs or replacements made without its express authorization, or for any damage of any kind or nature whatsoever whether direct or consequential, its entire liability being strictly limited to the repair or replacement in the manner aforesaid of defective manufactured parts failing within the specified time or the making good of faulty workmanship appearing within the specified time. Unless return is waived, defective parts shall be returned to CM SHREDDER at its factory, all transportation charges prepaid. Any part repaired or shipped in replacement of a defective part is warranted only for the balance of the warranty period applicable to the goods.

In order of the foregoing to be effective, written notice of any and all claims in respect of any such failure occurring within the time specified must be given by Purchaser to CM SHREDDER promptly after occurrence of such failure; provided, however, that no such notice shall be effective if given more than twelve (12) months after the date of shipment, Purchaser shall give CM SHREDDER every reasonable opportunity of inspecting and remedying the same.

This warranty shall only apply to the defects that appear under proper use of the goods and in particular this warranty does not cover defects arising from faulty maintenance, alterations carried out without CM SHREDDER's written consent or from repairs carried out improperly or with parts not of CM SHREDDER's



manufacture. Use of parts NOT of CM SHREDDER's manufacture or specifications shall void this warranty. This warranty does not cover normal wear and tear.

Any representations as to knife life made by CM SHREDDER are estimates only and may be based on reported experience of other parties under conditions and on materials, which may be different to those of Purchaser. CM SHREDDER makes no warranties or guarantees in respect thereof.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. CM SHREDDER SHALL IN NO EVENT BE LIABLE FOR ANY BREACH OF WARRANTY IN ANY AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS.

No person, firm or corporation is authorized to assume for CM SHREDDER any other liability in connection with the sale of these goods.