

SUKUT EQUIPMENT, PARTS, AND RENTALS, INC.
TERMS & CONDITIONS OF SALES

Approved charges are due and payable 30 days after date of purchase. Prevailing interest will be charged on all past due accounts. It is understood and agreed that the title to and right of possession of the above goods will remain vested in the SELLER until the above purchase price is fully paid.

Parts returns must be accompanied by our invoice. No returns after 30 days from date of purchase. Special orders cannot be returned. All returns are subject to a restocking charge.

Should litigation be commenced because of PURCHASER'S failure to pay charges when due, then the prevailing party in such litigation shall be entitled to reasonable attorney's fees and all court cost. This provision applies only to those fees and costs attributable to debt collection.

Regarding the sale of said equipment or equipment parts, PURCHASER hereby acknowledges to SELLER and agrees that the sale of said equipment or parts is made without representation or warranties by SELLER either express or implied; that SELLER has not made any warranty or merchantability with respect to said goods; that SELLER disclaims any warranty of fitness for any particular purpose whatsoever with respect to said equipment or parts; and that the said equipment or parts are purchased "AS IS".

PURCHASER acknowledges that any statements by SELLER as to the year or model of said equipment or parts are for reference purposes only and are not to be taken by PURCHASER as a guarantee of such by SELLER. PURCHASER acknowledges that he has inspected and made any investigation he deems necessary on the equipment or parts they are purchasing. PURCHASER acknowledges that previous owner(s) may have made modification(s) to said equipment or parts thereof. It is agreed that SELLER makes no representations or warranties with regard to such modifications(s).

In consideration of the foregoing sale, PURCHASER agrees to hold SELLER free and harmless from any claim of damages by a person including employees of PURCHASER or any insurance carrier of PURCHASER, that may result from the use of said equipment or parts by PURCHASER whether, or not said claim alleges negligence of SELLER. PURCHASER warrants that he will familiarize themselves with the requirements of any manufacturer or government entity (*including but not limited to FED. OSHA or CAL OSHA) concerning the use, condition and maintenance of such machinery by PURCHASER or their employees, in addition to holding SELLER harmless as described above, PURCHASER agrees to indemnify SELLER from any damages or cost including, but not limited to, attorney fees and litigation costs should SELLER be required to defend itself from any claim because of said use of equipment by PURCHASER or others.