

## **WEBB TERMS AND CONDITIONS - 2017**

### **TERMS AND CONDITIONS OF SALE**

Unless otherwise agreed in writing the following conditions of sale shall apply to any order accepted by Webb Machinery and hereinafter called Webb.

#### **TITLE**

Webb and purchaser agree that title in and to the property shall remain in Webb until the full purchase price has been paid by purchaser and received by Webb. Until payment in full, the property shall be and remains personal or removable property notwithstanding its mode of attachment to realty or other property. Default by the purchaser in any terms herein or in the Invoice shall give Webb the right to take immediate and unconditional possession of the property. Purchaser agrees that Webb may retain 20% percent of the purchase price, as liquidated damages, not as a penalty, and Webb shall be entitled to the immediate possession of the property and may use any lawful means to remove the property in the possession of the purchaser, without prejudice to Webb's right to recover any further expenses or damages Webb may suffer by reason of such non-payment.

#### **TERMS OF PAYMENT**

All first orders must be paid in full, regardless of credit status prior to shipment. All payments for products released and shipped on approved credit shall be due in (30) days from date of invoice. Past due balances shall be subject to a service charge of 1.5 % per month. Partial shipments will be billed as shipped and payments are subject to the above terms. Webb may cancel or delay delivery of products in the event a customer fails to make prompt payments.

#### **TRANSPORTATION AND PAYMENT**

Webb reserves the right to select the means of transportation and routing when customer's instructions are deemed unsuitable. Risk of loss and/or damage shall pass to customer upon delivery of the products to the Transportation Company at the F.O.B. point. All products must be inspected upon receipt and claims should be filed with the transportation company when there is evidence of shipping damage either concealed or external.

#### **DELIVERY/FORCE MAJEURE**

Delivery schedules are approximate and are based on conditions at the time of acceptance. Webb will make every effort to complete shipment as indicated, but assumes no responsibility or liability for loss or damage by reason of delay or inability to ship, caused by Acts of God, fires, floods, war, embargo's, labor disputes, acts of sabotage, riots, accidents, delays in carriers subcontractors or suppliers, voluntary or mandatory compliance with any governmental act, regulation or request, shortage of labor, materials or manufacturing facilities, or any other cause or causes beyond Webb's reasonable control.

All Prices and Specifications are subject to change without notice.

## **WEBB TERMS AND CONDITIONS - 2017**

### **LIABILITY**

Webb shall not be liable for and shall be held harmless by the purchaser for any damages consequential or inconsequential, direct or indirect arising out of, in connection with or resulting from the merchandise, including but without limitation, the manufacture repair, handling, installation, possession, use, operation or dismantling of the merchandise and any and all claims, action suits and proceeding which may be instituted in respect to the foregoing.

### **LIMITED WARRANTY**

Webb warrants to the original purchaser of the product that the product will be free of defects in materials and workmanship for a period of one (1) year from the original date of purchase. If the product should become defective within the specified warranty period, Webb will, at its option: (1) repair any part(s) that appear, to its satisfaction, to have been defective in material or workmanship; (2) replace any part(s) that appear, to its satisfaction, to have been defective in material or workmanship, with a comparable part; or (3) refund to the purchaser the purchase price if the defect in the product is one covered by this warranty and Webb is unable, by repair or replacement, to make the product perform the work for which it is designed.

Replacement parts and products will be new or serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty period or, if longer, 30 days after they are shipped to purchaser. Purchasing additional products from Webb does not extend the warranty period.

All claims for warranty service must be made by written notice to Webb at the following address: 17925 Collier Avenue, Lake Elsinore, CA 92530. No claim under this warranty shall be valid if not made within the above warranty period. In order for a claim to be effective under this warranty, the purchaser must give Webb notice of any defect within five (5) days after the date of discovery of the defect. Failure of purchaser to notify Webb of the particular defect within the five-day claim period shall void the warranty for that particular default. This warranty does not obligate Webb to bear any transportation, removal or installation charges in connection with the inspection, repair or replacement of defective parts. The limited warranty contained herein is the purchaser's exclusive remedy.

This warranty also excludes all costs arising from routine maintenance, including the replacement of any parts required by such maintenance. Webb reserves the right to modify, alter or improve this product, or parts thereof, at any time without incurring an obligation to modify, alter, improve or replace any product, or parts thereof, previously sold.

All Prices and Specifications are subject to change without notice.

## **WEBB TERMS AND CONDITIONS - 2017**

THIS LIMITED WARRANTY DOES NOT COVER MISUSE OR MINOR IMPERFECTIONS WITHIN DESIGN SPECIFICATIONS OR WHICH DO NOT MATERIALLY ALTER FUNCTIONALITY. WEBB DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF WEBB BRANDED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER DESTRUCTION OR ALTERATION OF SERIAL NUMBER REPAIR OR ALTERATION OUTSIDE AN AUTHORIZED SERVICE CENTER.

### **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

EXCEPT FOR THE WARRANTIES EXPRESSED HEREIN, WEBB DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, EXCEPT AS PROVIDED HEREIN, WEBB UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCTS OR THAT THE PRODUCTS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE PRODUCTS. ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. NO ORAL OR WRITTEN INFORMATION, OR ADVICE GIVEN BY WEBB ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

IT IS UNDERSTOOD AND AGREED THAT WEBB'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER, AND UNDER NO CIRCUMSTANCES SHALL WEBB BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF WEBB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRICE STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

All Prices and Specifications are subject to change without notice.

## **WEBB TERMS AND CONDITIONS - 2017**

WEBB WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE.

### **DEALERS MAINTENANCE AND REPAIR**

If the item is purchased through a Machinery Dealer, it is the responsibility of the dealer to provide their customers with the service and maintenance necessary to maintain quality machine(s) for warranty period at no charge to the customers.

### **RETURNED MERCHANDISE**

Please do not return excess or unused merchandise for credit without Webb's written authorization. Webb reserves the right to decline all returns or to accept them subject to a handling charge of not less than 15% of the invoiced material value.

Even after Webb has authorized the return of goods for credit, Webb reserves the right to adjust its offer in accordance with condition of the goods on arrival in its warehouse. In no case will Webb offer credit for goods returned 30 days or more after shipment. Credit for returned merchandise is issued only to the original purchaser and not to subsequent owners of the goods.

### **GENERAL**

In the absence of a written acceptance of these terms and conditions by Purchaser, an acceptance of any of the goods covered by the order shall constitute an acceptance of these terms and conditions. Webb's failure to object to provisions contained in the purchaser's order shall not be deemed a waiver of the terms and conditions hereof. No waiver, alteration or modification of these provisions shall be binding upon Webb. Salesmen have no authority to alter prices, terms of payment or general sales conditions. Any attempt to strike out or alter the terms hereof shall not be deemed an acceptance, but a new offer by the purchaser, which must be expressly accepted by Webb in writing, to be effective.

The right and obligations of the parties shall be governed in all respects by the laws of the state of California.

### **ATTORNEY'S FEES**

If any action at law or in equity by either party to enforce or interpret the terms set forth herein or in the Invoice, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

ANY ADDITIONAL COST FOR NEXT DAY SHIPPING WILL BE AT THE CUSTOMER'S EXPENSE.

All Prices and Specifications are subject to change without notice.