

ERMI HOLLAND B.V. - KAMPEN - HOLLAND

TERMS OF SALE
(FOR USED MACHINERY IN "AS-IS" CONDITION)

- 1) **Prices:** unless otherwise stated, all prices are in EURO and excluding VAT, for equipment not dismantled, not loaded, and excluding: packaging, freight, freight insurance, local taxes & duties, installation & commissioning.
- 2) **Terms of Payment:** 100% with order, to be received in full prior to loading.
Final reservation of machinery takes effect when the required non-refundable down-payment or full payment has been credited to the Seller's bank account.
Until this time, the machinery will remain on offer to other interested parties.
Payments not received by stipulated dates may result in cancellation of order.
The machinery remains the Seller's property until the moment at which full contract value has been credited to our account.
- 3) **Delivery:** to be discussed; all equipment is offered subject to remaining unsold.
- 4) **Warranty:** machinery which has been sold in 'as-is' condition, is supplied without any warranty whatsoever (including possible 'millennium' consequences and/or CE marking). Relevant accessories and spare parts may be supplied with the machinery, subject to availability, as confirmed by the Seller.
The machinery is sold in existing condition at the time of order. Buyer has the right to inspect and test the machinery, at his own expense, prior to order.
If the Buyer, regardless of motives, either partially or wholly neglects to make use of this right, he thereby agrees, unseen, to the state in which the machinery is. Therefore, any future objections regarding the state of the machinery are inadmissible.
- 5) **Details:** all drawings, photographs, plans, capacities, weights, measurements and other particulars are provided for guidance only, and are in no way binding.
- 6) **Export documentation:** must be clearly requested by Buyer prior to order confirmation, and may, if available and agreed in writing by Seller, be supplied at additional cost.
- 7) Seller is in no way liable for damages to persons or properties as a result of testing or regular operation of equipment, whether prior to, or after supply of machinery.
- 8) In the event of any dispute, Dutch laws will prevail and be construed.