

# PRECISION IBC, INC. TERMS AND CONDITIONS

**ACCEPTANCE:** The rental or sale of equipment is conditioned upon Buyer's acceptance of the terms and conditions hereof. Precision IBC, Inc. (Precision IBC) hereby expressly rejects any and all terms in any purchase order or other document of Buyer which are in addition to, different from, or inconsistent with these terms and conditions. If this is a Quotation, it is subject to final approval by Precision IBC. The Quotation may be withdrawn at any time prior to receiving Buyer's acceptance, and the offer shall expire automatically if not accepted within five (5) days from the date on the face hereof unless stated otherwise in the Quotation.

**PRICE:** Pricing included in the Quotation is for the equipment only and does not include any sales, use, excise or any other tariff or duty that may be required by law or governing body. If rental pricing is quoted the pricing represents the daily rate for a quantity of one unit, unless otherwise stated in the Quotation. All pricing quoted is in US\$ and is subject to change without notice.

**TAXES:** Precision IBC 's invoices list taxes separately. Any applicable taxes will be calculated by Precision IBC at the time of invoicing and are the responsibility of the Buyer. For any tax or duty not included in the Quotation or invoice, Buyer will pay any such taxes or duties directly to the appropriate agency, office or department directly.

**PAYMENT TERMS:** Unless otherwise specified in the Quotation or negotiated as part of the account set up, payment for the equipment is due twenty (20) days after invoice date. For all International orders, with a billing address outside of the United States of America, payment is required in advance of the shipment of the goods.

**LATE PAYMENTS:** If Buyer does not pay invoiced amount within twenty (20) days following the date of the invoice, Buyer will pay Precision IBC interest at the rate of one percent (1%) per month on any delinquent payment from the date when such payment was due until paid in full.

**RISK OF LOSS:** All equipment is shipped F.O.B. shipping point or Ex-Works from origin, unless otherwise specified. Buyer is responsible for any loss or damage to shipments after Precision IBC has delivered the equipment to any common carrier. Precision IBC shall use reasonable efforts to ship the equipment at the times specified in the Quotation, provided, however, that all delivery dates or lead times quoted are estimates only. Unless otherwise stated, all equipment shipped will be packaged in accordance with Precision IBC's standard practice.

**SHIPMENT/FREIGHT:** Unless otherwise specified in the Quotation, it is the responsibility of the Buyer to arrange shipment of the equipment. If freight is included in the Quotation, it is an estimate only and should be confirmed by the Buyer prior to shipment.

**INSPECTION:** Buyer shall inspect the equipment at the time and place of delivery and Buyer agrees that such occasion shall constitute a reasonable opportunity for full inspection of the equipment. Buyer shall be conclusively deemed to have irrevocably accepted the equipment if Buyer fails to reject the equipment, in writing and with reasons thereof, within three (3) business days of delivery of the equipment.

**DRAWINGS/SPECIFICATIONS:** Precision IBC may need to submit drawings or specifications to Buyer for approval. Drawings must be accepted in writing and returned to Precision IBC in a timely manner so as to not change the estimated lead or delivery times.

**CANCELLATION:** Orders are non-cancelable, unless approved in writing by Precision IBC. If approved, the cancellation charges for standard goods will equal the 30% of the total selling price.

**COMPATIBILITY:** It is the responsibility of the Buyer to confirm product compatibility with the equipment purchased or rented.

**CONFIDENTIALITY/PROPRIETARY INFORMATION NOTICE:** The information contained herein is for the exclusive use of the Buyer and may be proprietary, confidential, privileged or otherwise protected by agreements or applicable law and should not be disclosed. If the recipient of this message is not the Buyer, or a person responsible for delivering the message to the Buyer, the recipient is strictly prohibited from reading, printing, downloading, photocopying, distributing or otherwise using this message, contents or attachments in any way. If the recipient has received this message in error, please notify the sender immediately by replying to this email and delete the message and any attachments.

**NO WARRANTIES; NO LIABILITY:** PRECISION IBC MAKES NO WARRANTIES OR REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, CONDITION, DESIGN, CAPACITY, PERFORMANCE, MATERIAL, WORKMANSHIP, FREEDOM FROM DEFECTS, MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, REGULATIONS, RULES, SPECIFICATIONS, OR CONTRACTS RELATING THERETO. PRECISION IBC FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR ANY THIRD PARTY AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. PRECISION IBC SELLS OR LEASES THE EQUIPMENT TO BUYER OR LESSEE "AS IS." PRECISION IBC WILL NOT BE LIABLE TO BUYER FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR INJURIES OF ANY KIND OR CHARACTER RESULTING FROM OR RELATING TO DEFECTS IN THE EQUIPMENT, OR THE POSSESSION, USE, INTENDED USE, OPERATION, CONTROL, MAINTENANCE OR REPAIR OF THE EQUIPMENT.

**GOVERNING LAW; WAIVER OF JURY TRIAL:** This Agreement and the rights and obligations of the parties hereunder will be governed by and construed and enforced in accordance with the laws of the State of Alabama applicable to agreements made and to be performed wholly within the State of Alabama. Any suit brought in connection with or related to this Agreement shall be brought in the state or federal courts located in Baldwin County or Mobile County, Alabama. BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY WITH REGARD TO ANY CLAIMS, DEMANDS, ACTIONS, DEFENSES, OR LIABILITIES ARISING OUT OF OR IN ANY WAY RELATED TO THE EQUIPMENT OR THIS AGREEMENT, AND BUYER HEREBY CONSENTS TO THE JURISDICTION OF THE AFOREMENTIONED COURTS.

**SEVERABILITY:** If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision hereof, this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been incorporated herein, and the remainder of the terms, provisions, covenants, and conditions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.



*Believe in better service.*

[PRECISIONIBC.COM](http://PRECISIONIBC.COM)

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