

Presses For Industry
20501 Hoover
Detroit, MI 48205
313-839-9300 PH
313-839-9600 FX
pmi@pfisales.com



Terms & Conditions of Sale

NOTE: Specifications are approximate only, intended solely as a guide and not binding. Machines are subject to prior sale unless other arrangements have been made.

CONDITIONS: The prices quoted are for immediate acceptance and with the understanding that the full indicated quantities may be delivered in one lot unless otherwise specified. This agreement is subject to revisions occasioned by any government action. Cancellations will not be agreed to except upon terms as will indemnify us against any loss. There are no agreements, understandings or stipulations relative to this quotation that are not fully expressed herein.

1. All contracts subject to fires, strikes or other causes beyond our reasonable control. All offers subject to prior sale and to withdrawal until contract finally accepted by us. Title to goods sold to remain with us until paid for in cash. For a period of thirty days after purchase; should goods prove to be mechanically unsatisfactory, we will, at our option (A) repair or replace defective parts or (B) call for the return of the goods and upon their return, in as good as condition as when shipped, to F.O.B. original point, refund the purchase price. No claim for damages will be allowed. This does not apply to machines sold directly from auctions, private user's plants or other machines sold "As Is". Terms are cash unless otherwise arranged.
2. Buyer agrees to defend, indemnify and hold Seller harmless from any and all claims or causes of action for personal injury (including death) and damages to property allegedly caused by any and all defects in the machinery and equipment which is the subject of this sale, whether said defects are presently known or unknown by either of the parties and whether said personal injury and damage to property were caused by the negligent act or omission of Seller. Buyer shall defend said claims and causes of action even though they are baseless or spurious.
3. Seller warrants that the goods described above (machinery description) are sold free and clear of liens and encumbrances as of even date, but no other expresses warranty is made in respect to the goods (machinery description). The goods sold hereunder are purchased by the buyer "As Is" and "With All Faults". THE SELLER DOES NOT WARRANT THAT THEY ARE MERCHANTABLE QUALITY OR THAT THEY ARE FIT FOR OR CAN BE USED FOR ANY PARTICULAR PURPOSE.
4. If the buyer does not accept this proposal, verbally or in writing, his acceptance of the above described machinery and equipment will constitute an acceptance of this proposal and all of the terms, provisions and conditions thereof.

Machine Safety: It is the user's responsibility to provide proper safety devices and equipment to safeguard the operator from harm for any particular use, operation or set up and to adequately safeguard the machine or machines, to conform to all Federal, State, and Local Government Safety Standards and All Industry Safety Standards.

Indemnification: User agrees to indemnify and hold harmless Seller of and from any and all claims or liabilities from accidents involving these machines caused by failure of user, his employees or agents to follow instructions, warnings, or recommendations furnished by the manufacturer or Seller or by failure of user to comply with Federal, State and Local laws applicable to such equipment including the Occupational Safety and Health Act of 1970. User shall notify Seller promptly of any accident involving these machines and in any event within 30 days after occurrence and shall cooperate fully with Seller or Seller's agent in investigating and determining the cause of said accident.

TERMS: Special terms may apply and will be stated on invoice. Payment in full is due prior to shipment. Deposits of 30% of the total quoted price can be taken to hold the machine for inspection. Once an agreement has been reached, terms must be followed or purchaser may be at risk of loss of deposit. Once purchased, shipping details are to be arranged by the Buyer unless other arrangements have been made. If F.O.B. location is a Presses For Industry warehouse, transport must be via FLATBED TRAILER.