



Sifting & Screening Machines
Sieves • Milling Supplies
Phone 913-682-2291
Fax 913-682-1431

STANDARD TERMS AND CONDITIONS

Acceptance

These terms and conditions are the complete and exclusive statement of the terms of any sale of goods by Great Western Manufacturing Co., Inc. ("Great Western") to Buyer. Buyer shall be deemed to have agreed to all of these terms and conditions by its issuance of a purchase order, acceptance of any part of the goods, payment for the goods, or otherwise. The acceptance by Great Western of any order is expressly conditioned upon Buyer accepting all of these terms or conditions. Any additional or different terms or conditions contained in Buyer's order or otherwise shall be deemed objected to by Great Western and of no effect unless made in writing and signed by Great Western.

Terms of Payment

Terms of payment, unless otherwise stated, are net thirty (30) days from date of invoice for companies with approved credit.

Shipment

All shipments are made Ex Works point of manufacture and title to goods will pass from Great Western to Buyer upon delivery to carrier. Shipments will be routed according to Buyer's instructions, or if not specified, according to Great Western's convenience. At Buyer's request, Great Western will prepay and add transportation charges, plus handling, to the purchase price of goods. Time for shipment is approximate, and is based upon prompt receipt from Buyer of all necessary information and approval of drawings.

Taxes

Prices do not include any federal, state or local taxes, or other governmental charges. Buyer shall pay all such taxes and charges.

Safety Guards

Safety guards are provided in order to protect users of the equipment from serious personal injury or death. The Buyer agrees to indemnify and hold Great Western harmless from any and all losses, damages, and injuries of any nature whatsoever, including personal injury and/or death and including all reasonable legal costs and attorney fees, arising from the installation, use or operation of the equipment without safety guards, even if such losses arise from the negligence of Great Western.

Warranty

Great Western warrants its product to be free of defects in materials or workmanship. It is expressly understood that no other warranties, expressed or implied, including the implied warranties of merchantability or fitness for a particular purpose shall apply. It is further expressly understood that Great Western shall not be liable for consequential, economic or special damages, or losses of a commercial nature. Buyer's sole and exclusive remedy shall be limited, for a period of no greater than 12 months from date of shipment, at Great Western's option, to repair or replacement of the product or a refund of monies paid. Great Western shall not be responsible for parts subjected to misuse, negligence, or improper maintenance by Buyer, nor for damages due to abrasion, corrosion or erosion. There are no understandings or agreements relative to warranties or liability that are not fully expressed herein. Payment for the goods constitutes Buyer's acceptance of these terms. Removal, installation and/or transportation expenses for warranty replacements will be at the Buyer's expense.

Cancellation

Buyer may not cancel an order after acceptance by Great Western except with Great Western's consent, and upon terms acceptable to Great Western.

Compliance with Laws, etc.

Great Western makes no representation that the equipment does or will comply with any law, code, regulation, or order of any authority or other governmental body.

Great Western Manufacturing Company, Inc.
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