



## Terms of Sale:

Knox Machinery Rev Date: Jan 1, 2010

### These General Terms of Sale (GTS) apply to all machines we sell.

- Cash equivalent funds are due in full prior to shipment and transfer of title.
- All machines are sold **AS IS** unless specifically stated within our Invoice to the contrary.
- All information, advertised specifications, and descriptions of our machines are believed to be accurate, but none are guaranteed. Buyers are encouraged to inspect machines under power prior to purchase. It is the sole responsibility of the buyer to verify all aspects of the machine, descriptions, specifications, condition, and suitability of intended usage to their satisfaction prior to consummation of purchase.
- Our Invoice is not a binding contract until we have accepted and deposited payment toward purchase from buyer. All machines offered are subject to alternate sale prior to our acceptance and deposit of buyer's funds. After our acceptance of payment in full from buyer, sale is concluded and title is transferred on our floor. After title is transferred, machines may not be returned (or abandoned) for a refund of the purchase price.
- If buyer requests, we can generally coordinate their domestic freight arrangements on their behalf, but all transportation and rigging services are the buyer's responsibility. Seller shall not be held responsible for any issues or damages that result from our assistance with rigging and/or transportation coordination, or any other freight issues beyond our control.
- Buyer expressly agrees to indemnify seller from any and all claims of liability and/or merchantability, and any consequential damages related to this transaction.
- Buyer expressly agrees to accept all responsibility for compliance with any requirements of federal, state and local laws and/or industrial codes (OSHA etc), and to provide any safety devices and equipment as may be necessary to ensure the safety of all operators.
- All of our transactions are conducted in the State of Ohio, Warren County regardless of buyer's location, or the machine's final shipping destination.
- All machines sold to Dealers or Brokers for resale are **AS IS**.
- Our machines are sold either "**AS IS**" or with our exclusive "**Knox Certified Used LIMITED WARRANTY**". The exact definition of these terms and conditions follows:

## **"Knox Certified Used LIMITED WARRANTY"**

If the machine is being sold with our exclusive **Knox Certified Used LIMITED WARRANTY**, there will be a very specific notation on your invoice receipt including the following warranty provisions as part of the sale.

We want our buyers to be pleased with the machines they buy from us; however, unforeseen issues sometimes become known only after shipment to the buyer's facility, and the following 60 Day Limited Warranty reimbursement provisions are intended to be very helpful to most buyers in most situations.

### **The terms of this Limited Warranty are specific and as follows:**

- Knox Machinery will do a full on site inspection of any machine sold as "Knox Certified"
- This inspection will be done to determine if there are any obvious electro/mechanical flaws with the equipment – a full inspection report will be provided to the customer up front.
- Knox Machinery will install any "Knox Certified" equipment on the buyers floor and the customer shall have a 60 day labor only warranty from Knox Machinery which will begin on the day that the customer signs off on the machine installation.
- Knox certified" equipment will be installed as part of the agreement, but training for used machinery will be quote on an as needed basis.
- Knox Machinery has expertise in most brands of "off the shelf" CNC mill and lathe products and the industrial controllers that drive them.
- It is the buyer's responsibility to wire their machine correctly. The labor warranty is voided if machine is connected to any type of improper electrical service (ie: connecting 230-480 volt service to a 208v machine), non-standard electrical service (ie: phase converter, or buck/boost style transformers), or sub-standard electrical service (ie: using #14g wire size, or not grounding machine properly). CNC machines with up to 15 Hp motors must be wired with #6 or larger wires and have a properly sized electrical circuit feed and proper ground. Larger machines must have larger electrical service connections. Undersized wires will damage expensive electronics quickly from the resulting low voltage/high amperage conditions. Phase converters and buck/boost units make bad AC wave forms that the controls depend on for stability. Bad grounding can cause control phantoms.
- There will be no reimbursements for repairs needed from or caused by crash damage, operator or installation errors, or any other issues or damage caused by the buyer, their employees, bad power, friends, enemies, etc. Freight damage, vandalism, and/or cosmetic repairs of any kind are excluded, and are not seller's responsibility.
- When Knox Certified 60 day labor warranty period expires, Seller shall have no further obligation to buyer.

- All machines sold to Dealers or Brokers for resale are "AS IS".
- This Limited Warranty is not a return privilege.



**"AS IS"**

- Some of our machines are sold **AS IS**, and it means just that: **AS IS, NO WARRANTY.**
- Unless specifically stated to the contrary on your invoice contract, the machine is being sold as is, without warranty. We strive to represent our machines, especially those sold as is, accurately to buyers. But similar to a live auction liquidation; machines that are purchased as is, cannot be returned, nor will we provide parts, after-sale repairs, or reimbursements of any kind.
- However, after your purchase, if you need help with any aspect of your as is machine, we will be happy to share with you our technical knowledge and service experience over the phone.