



TERMS AND CONDITIONS

ACCEPTANCE. This is a contract between Fillmore Packaging Solutions, LLC and Purchaser (as noted on signed order form) for the manufacture and delivery of custom machinery or equipment. By placing a deposit with Fillmore Packaging Solutions, LLC, Purchaser agrees to and accepts all terms and conditions included in this document.

INCORPORATION. The Terms and Conditions here refer to all equipment on order form and Purchaser refers to the signer of the order form. This agreement binds Purchaser as well as their successors and assigns.

PAYMENT. 50% deposit due upon acceptance of order, balance due prior to shipping. All applicable taxes, freight, packing/crating, customs/duties, are extra and will be totaled with final invoice. Payment may be submitted by cash, check, credit card or bank wire transfer.

SALES POLICIES and PROCEDURE. All equipment is built to customer's specifications and as such all sales are final and non-refundable. Purchased machinery shall be prepaid prior to shipment from Fillmore Packaging Solutions. Shipping and crating charges are assessed on all orders. Fillmore will select an appropriate carrier unless otherwise instructed by the customer. All machinery and/or parts are shipped prepaid or freight collect, F.O.B. Fillmore Packaging Solutions Saint Louis Missouri.

FORFEIT, BREACH AND LIQUIDATED DAMAGES. Upon completion of work, Fillmore Packaging Solutions will submit to Purchaser a final invoice. Failure to pay this invoice within 60 days shall be construed as breach of this contract by Purchaser. Purchaser will forfeit the equipment and any deposit as liquidated damages to Fillmore Packaging Solutions.

LICENSE. Our packaging machines run on proprietary software, which is protected under copyright. Purchaser agrees that as part of their purchase price they receive one non-exclusive license to use the software contained in each machine (where applicable). The license is not transferable without Fillmore Packaging Solutions written authorization. You may use the software only on the original machine it was intended for. You may not modify, reverse engineer, disassemble or create derivative works based on the software. Title, ownership rights, and intellectual property rights in the software shall remain the property of Fillmore Packaging Solutions.

WARRANTY. Fillmore Packaging Solutions warrants its machinery to be free of defects in materials and workmanship and will replace or repair any non-wear part(s) free of additional charge provided it is discovered and reported to Fillmore Packaging Solutions in writing within one year of receipt of goods. Fillmore Packaging Solutions reserves the right to determine causes of part failure if any, and to act accordingly. Fillmore Packaging Solutions warranty does not cover damage resulting from intentional or unintentional misuse of equipment, accident, transportation, normal wear of parts, alterations or repairs made by non Fillmore Packaging Solutions technicians. This warranty applies only to the purchasing customer and is non-transferable. Equipment replaced under warranty shall have the same warranty as new equipment, but does not extend the warranty of the original equipment.

LIMITATION OF LIABILITY. In no event shall Fillmore Packaging Solutions be liable for any indirect, incidental, punitive, special, consequential damages, or damages for loss of profits, product, production, revenue, or loss incurred by customer or any third party. Fillmore Packaging Solutions shall not be held liable for injury resulting from the inappropriate use of machinery or normal operation of machinery without regard to normal safety considerations. Fillmore Packaging Solutions shall be held harmless in the case of injury related to the use of this machinery regardless of the circumstances and operating procedures used.

CUSTOMER RESPONSIBILITIES. Purchaser shall operate all machinery and parts in a reasonably competent manner and in compliance with the operations manual. It shall be the Purchaser's responsibility to ensure that any equipment purchased from Fillmore Packaging Solutions is installed and operated in a proper and safe manner. Purchaser also acknowledges that care must be taken to avoid injury from moving parts which operate with considerable force and without warning. Purchaser shall comply with all applicable rules, laws, and regulations in connection with operation of the machinery and/or parts. Conversions, modifications or alterations made to equipment by un-authorized service agencies or the Purchaser themselves to suit a Purchaser's installation requirements shall void any warranty. This includes all electrical, structural or mechanical modifications.

FORUM AND CHOICE OF LAW. Purchaser agrees that any dispute arising out of or relating to this agreement shall be adjudicated in the circuit court of Saint Louis City, Missouri using the laws of the State of Missouri.

SEVERABILITY. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

Payment of deposit will affirm that you have read and agree to all of the Terms and Conditions on this purchase agreement.