



Global Equipment LLC – Terms & Conditions 2019.01

THE EQUIPMENT WILL NOT BE DELIVERED TO PURCHASER UNTIL THE PURCHASE PRICE IS PAID IN FULL. IF PURCHASE FAILS TO PAY THE BALANCE DUE WHEN DUE, SELLER HAS THE LEGAL RIGHT TO DECLARE PURCHASER TO BE IN DEFAULT ON THIS CONTRACT, TERMINATE THIS CONTRACT, RETAIN THE DOWN PAYMENT AND SELL THE EQUIPMENT TO A THIRD PARTY IN ADDITION TO ANY OTHER LEGAL REMEDIES THAT SELLER MAY BE ENTITLED. UPON ACCEPTANCE BY PURCHASER OF THE EQUIPMENT, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED AT THE TIME THAT DELIVERY OF THE EQUIPMENT IS MADE BY SELLER TO PURCHASER, SUCH ACCEPTANCE CONSTITUTES AN ACKNOWLEDGMENT FROM PURCHASER THAT THE EQUIPMENT IS IN GOOD WORKING ORDER AND CONDITION, THAT THE PURCHASER IS SATISFIED WITH SAME, AND THAT THE EQUIPMENT IS BEING SOLD TO PURCHASER IN AS IS CONDITION AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

PURCHASER FURTHER AGREES TO INDEMNIFY, PROTECT AND HOLD SELLER, ITS AGENTS, EMPLOYEES, AFFILIATES, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, INJURIES, CLAIMS, DEMANDS, EXPENSES, INCLUDING LEGAL EXPENSES, OF WHATEVER NATURE, ARISING OUT OF THE USE, CONDITION OR OPERATION OF THE EQUIPMENT OR ANY PART THEREOF, REGARDLESS OF WHERE, HOW AND BY WHOM OPERATED. PURCHASER SHALL ASSUME THE SETTLING OF, AND THE DEFENSE OF ANY SUITS OR OTHER LEGAL PROCEEDINGS BROUGHT TO ENFORCE ALL SUCH LOSSES, DAMAGES, INJURIES, CLAIMS, DEMANDS AND EXPENSES AND SHALL PAY ALL JUDGMENTS ENTERED IN A SUIT OR OTHER LEGAL PROCEEDINGS. THE INDEMNIFICATION AND ASSUMPTION OF LIABILITY AND OBLIGATIONS HEREIN PROVIDED SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE TERMINATION OF THIS AGREEMENT, WHETHER BY OPERATION OF LAW OR OTHERWISE.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IOWA AND SHALL BE DEEMED TO HAVE BEEN ENTERED INTO AND PERFORMABLE IN SIOUX COUNTY, IOWA. JURISDICTION AND VENUE FOR ANY LAWSUITS FILED TO RESOLVE DISPUTES CONCERNING THIS AGREEMENT SHALL BE THE SIOUX COUNTY IOWA DISTRICT COURT.

DEMO OR NEW KEMPER HEADERS: KEMPER™ IS A TRADEMAKR OF MASCHINENFABRIK KEMPOER GMBH & CO. DEMO OR NEW HEADERS SOLD BY GLOBAL EQUIPMENT ARE NOT EQUIPED WITH SAFETY BRAKES IN THE DRUM GEARBOXES BECAUSE THEY ARE BUILD FOR THE EUROPEAN MARKET. ACQUISITION OR USING THESE HEADERS IS 100% AT OWNERS RISK. GLOBAL EQUIOPMENT LLC CANNOT TAKE ANY RESPONSIBILITY AND LIABILTY WHEN THESE HEADERS ARE USED IN NORTH AMERICA.

BY AFFIXING MY SIGNATURE HERETO, I (PURCHASER) ACKNOWLEDGES THAT I HAVE READ THE ABOVE TERMS AND CONDITIONS OF THIS PURCHASE AGREEMENT, THAT I UNDERSTAND SAID TERMS AND CONDITIONS AND AGREE TO BE BOUND BY SAME.

NAME: _____ DATE: _____

INVOICENUMBER: _____