



Terms and Conditions

- 1. ACCEPTANCE** - All orders are subject to acceptance by 888 Brands LLC at its factory and are subject to credit approval.
- 2. PRICE** - All quotations shall be held open for (90) days from the quotation issue date. Prices do not include sales, use, excise and other similar taxes, which will be paid by Purchaser.
- 3. TAXATION** - In addition to any price specified herein, buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by seller or buyer, or buyer shall furnish seller with a tax-exemption certificate acceptable to the taxing authorities for the state(s) in which shipment(s) are accepted.
- 4. PAYMENT TERMS** - The Purchaser is required to pay a down payment of 75% for rental units or 60% for food orders. These down payments are non-refundable. The remaining payment for the order is due at time of shipment. No shipment will be made unless 888 Brands LLLC has full payment from the purchaser. In the event 888 Brands LLC is required to institute litigation to recover the sums due on this account, the Purchaser agrees to pay all costs and expenses incurred by 888 Brands LLC in collecting the same, including reasonable attorney's fees for all legal expenses incurred in collecting this account and enforcing the judgment, whether on appeal or otherwise.
- 5. DELIVERY** - Delivery is X Works shipping point as designated by proposal. Delivery dates are approximate and not guaranteed. 888 Brands LLC will not be liable for delays attributable to circumstances beyond its reasonable control, including, but not limited to, delays in delivery by its suppliers, natural disasters, acts of third parties or labor disorders. If Purchaser delays delivery as originally scheduled, 888 Brands LLC may invoice Purchaser and store the products at Purchaser's expense. Method of shipment is freight collect unless other arrangements satisfactory to 888 Brands LLC are negotiated. In any instance, it is agreed title passes X Works origin.
- 6. CANCELLATION** - Any order when placed with and accepted by 888 Brands LLC is not subject to cancellation.
- 7. PATENTS** - 888 Brands LLC will defend and hold harmless Purchaser of the products identified herein against charges of infringement of apparatus claims of United States Patents issued at the time of acceptance of the order by 888 brands LLC, provided such charges are based exclusively on alleged infringement by products designed and manufactured by 888 Brands LLC. Before the responsibility shall arise, 888 Brands LLC must be notified in writing and tendered the right to defend, settle or make any changes for the purpose of avoiding infringement. Under no circumstances will 888 Brands LLC's total liability to Purchaser for damages incurred as a result of any patent infringement exceed that which is agreed to in the REMEDY clause stated therein.
- 8. ASSIGNMENT** - No contract to purchase equipment from 888 Brands LLC may be assigned by Purchaser without prior written consent from an authorized officer of 888 Brands LLC.
- 9. INSOLVENCY** - If the Purchaser should be insolvent or cease doing business or be the subject to any proceeding under any bankruptcy, insolvency, reorganization or arrangement statute or law, such act shall at the option of 888 Brands LLC, be deemed a default under this contract, and 888 Brands LLC may elect to cease performing and cancel this contract with respect to any equipment not delivered or received prior to the election. All of the foregoing shall be without prejudice to recovery by 888 Brands LLC of damages for work performed and for loss of profits and material and equipment delivered.
- 10. SERVICES** - Purchaser shall at its expense provide all necessary electrical wiring, refrigeration hook-up, plumbing, rigging, hoisting or alterations to building or contents. Installation charges whether of seller or third parties, are not included in the price of the equipment, but shall be the responsibility of purchaser.
- 11. COMPLETE AGREEMENT** - The provisions of this sales agreement set forth the entire agreement and understanding of the parties and may not be waived, changed, modified, discharged or rescinded except by a writing signed by an authorized officer of the party charged with such waiver, change, modification, discharge or rescinding. This agreement shall be governed by the laws of the State of Virginia and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators.
- 12. CONFIDENTIALITY** - Any designs, sketches, engineering drawings, proofs, etc. originated by us are submitted in confidence and will not be disclosed by you to any third party. Unless otherwise agreed in writing such items and all copyrights protecting them is owned by us.