

TERMS & CONDITIONS OF WEBSITE USERS

All Users of UMI's Website and its Services are subject to the Terms and Conditions set forth herein. UNLESS OTHERWISE STATED HEREIN, ALL ITEMS ARE BEING SOLD AS IS AND WITH NO GURAAANTY OR WARRANTY OF FITNESS. UMI SHALL NOT BE HELD LIABLE FOR ANY FAULT OR DEFECT IN ANY ITEM.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE REGISTERING OR UTILIZING SERVICES ON THE UNIVERSAL MACHINERY INC. ("UMI") WEBSITE. BY REGISTERING WITH THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SITE. UMI RESERVES THE RIGHT TO UPDATE OR MODIFY THESE TERMS AND CONDITIONS AT ANY TIME WITHOUT PRIOR NOTICE TO USER. ALL USERS AGREE TO REVIEW THE WEBSITE PERIODICALLY TO BE AWARE OF ANY CHANGES OR MODIFICATIONS UMI MAY MAKE TO THESE TERMS & CONDITIONS.

GENERAL TERMS AND CONDITIONS FOR ALL USERS OF UNIVERSAL MACHINERY, INC.

UMI provides an online listing service, and acts as an intermediary to facilitate the sale of used items, (the "Items") listed on, UMI'S website, between Buyers and Sellers (a "Transaction") ***At no time does UMI assume ownership of any of the items sold on this website.*** All Users of this website understand and acknowledge that any Transactions performed are solely between the Seller and Buyer only and UMI cannot be considered a party to the terms of any agreement reached therein, especially in regard to liability.

PROHIBITED USES:

You may not use the Services to:

- post any materials that (i) you do not have permission, right or license to use, or (ii) infringe on the rights of any third party;
- post objectionable, offensive, unlawful, deceptive, inaccurate, or harmful content;
- post personal, private or confidential information belonging to others;
- request personal information from a minor;

- impersonate or misrepresent your affiliation with another person, or entity;
- post or transmit spam, including but not limited to unsolicited or unauthorized advertising, promotional materials, or informational announcements;
- post, modify, or remove a rating or review in exchange for any kind of compensation or incentive;
- post a dishonest, abusive, harmful, misleading, or bad-faith rating or review, or a rating or review that is irrelevant to the Content being reviewed;
- plan or engage in any illegal, fraudulent, or manipulative activity

TERMINATION OF ACCESS: Without limiting other remedies, UMI reserves the right at its sole discretion to limit, suspend, terminate, block or prohibit User's access to its site and services if any user utilizes UMI's website for any of the prohibited services set forth above.

CONTRACT CHANGES: UMI reserves the right at any time to modify this Agreement and to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Services will be deemed acceptance thereof.

THIRD-PARTY MATERIALS: UMI is not responsible or liable for third party materials included within or linked from the Content or the Services.

DEFINITIONS

Universal Machinery Inc. ("UMI"): an Illinois Corporation providing listing and transaction support services as an intermediary to facilitate Transactions between Sellers of used and new Items and Buyers of the same.

Seller: The party, or any authorized representative thereof, seeking to list an item for sale on the website.

Buyer: A party or any authorized representative thereof, who purchases Items through UMI's website and is further bound to the Terms and Conditions of UMI set forth herein or as may be modified in the future.

Inspection: The ability for the Buyer/Prospective Buyer to physically examine an Item(s).

Item: Piece of merchandise owned by Seller, or for which Seller has authorization to sell, that is placed for sale on UMI's website.

List: The act of formally placing Items for sale on UMI's website under the Terms and Conditions set forth herein by UMI.

Listing: The data posted on UMI's website regarding Items meant for sale.

Offer Acceptance Notice to Buyer: Message sent to Buyer after Transaction has been assigned to a UMI internal sales associate for completion.

Offer Acceptance Notice to Seller: Message sent to Seller after confirmation of mutual agreement of price between Seller and Buyer.

Buy It Now: Initial sale price requested for Item placed for sale.

Payee/Alternate Payee: Person, or entity, who is authorized to receive payment for sale of an item.

Payment: Gross funds tendered for purchase of Item(s) before deducting fees, commission and expenses. All Payments shall all be in United States Dollars ("USD"), regardless of locale of the Buyer or Seller. All Payments are made directly to UMI as intermediary for the Transaction.

Payment Method: Payments may be made by ACH, Wire, Credit Card or Check. All Buyers outside the United States must tender funds through Wire Transfer. All Wire transfers may be subject to additional fees.

Prospective Buyer: A party or any authorized representative thereof, who is attempting to purchase Items through UMI's website and is further bound to the Terms and Conditions of UMI set forth herein or as may be modified in the future.

Seller: A party, or authorized representative, who is attempting to sell Items through UMI's website and is further, bound to the Terms and conditions of UMI set forth herein.

Seller Commission: Seller pays a commission of 10% of the sale price for an Item sold through UMI. This commission may be assessed for additional Items not directly listed on UMI if such Items are included in a package that is sold directly from the Seller to Buyer negotiated with the assistance of UMI.

Sales Price: The agreed price of an Item including the Buyer Commission and any additional fees required by the Seller.

Transaction: A sale facilitated by UMI, as intermediary between Seller and Buyer.

Users: Any person entering UMI's website

NO AGENCY: Buyers, Sellers and UMI are all separate and independent parties, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms and Conditions unless specifically agreed to in a separate written agreement.

Ownership: UMI will not take possession of, or title to, any Items for sale. Seller represents that it possesses legal title and ownership to items listed. Seller shall exchange proof of Ownership to Buyer upon completion of sale.

RESTRICTED VIEWING: A party who has not registered with UMI is limited to viewing the inventory and requesting limited information regarding Items in UMI's inventory and may not enter into any arrangement to either buy or sell Items through UMI without registering with UMI. HOWEVER ALL RESTRICTED VIEWERS AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

SERVICES AND CONTENT USAGE RULES: Your use of the Services and Content must follow the rules set forth in this section ("Usage Rules"). Any other use of the Services and Content is a material breach of this Agreement. UMI may monitor your use of the Services and Content to ensure that you are following these Usage Rules.

REGISTRATION REQUIRED: In order to enter into any arrangement or agreement to either buy or sell Items through UMI's website, the User must register through the UMI website. Upon registration, the User agrees to be bound by the Terms and Conditions set forth herein. Individuals must be age 18 or older in order to be permitted to register, list, or bid on UMI's website. Individuals Listing for companies or corporations must possess appropriate legal authority to do so.

ACCEPTANCE OF TERMS AND CONDITIONS: All Users of UMI expressly acknowledge and agree that they have read, understood and have accepted all Terms and Conditions herein.

User understands and agrees that UMI may, at its sole discretion, at any time, change, modify, add or delete any portion of these Terms and Conditions, in whole or in part, without providing any notice to the User, merely by posting such changes on the UMI website.

NO ONE MAY MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE WITHOUT THE EXPRESS WRITTEN CONSENT OF UMI. ***ANY UNAUTHORIZED USE OF THE MATERIALS ON THIS SITE MAY RESULT IN CRIMINAL AND/OR CIVIL PENALTIES. UMI RESERVES THE RIGHT TO PURSUE ANY AND ALL PENALTIES AVAILABLE FOR UNAUTHORIZED USE.***

DISCLAIMER OF WARRANTIES

UMI MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES ABOUT THIS SITE, MATERIALS, PRODUCTS OR ITS SERVICES AND EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UMI DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND ANY PARTY WHICH ACCESSES OR USES UMI'S WEBSITE MAY NOT RELY ON ANY STATEMENT OF WARRANTY. UMI IS

NOT THE MANUFACTURER OF THE PRODUCTS NOR IS UMI A DEVELOPER OF ANY, OR OF CERTAIN APPLICATIONS. THE SITE AND/OR THE MATERIALS MAY CONTAIN TYPOGRAPHIC ERRORS OR INACCURACIES. UMI DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE SITE OR MATERIALS INCLUDING ANY OTHER INFORMATION DISPLAYED ON OR DISTRIBUTED THROUGH THE SITE WHICH MATERIAL MAY ORIGINATE FROM ANOTHER WEB SITE. ANY PARTY WHICH ACCESSES OR USES UMI'S WEBSITE EXPRESSLY ACKNOWLEDGES THAT ANY RELIANCE ON THE WEBSITE OR ANY MATERIAL OR INFORMATION ON UMI'S WEBSITE IS AT THE ACCESSOR'S OR USER'S SOLE RISK. UMI MAY, IN ITS SOLE DISCRETION, CORRECT OR CHANGE THE SITE, MATERIALS, PRODUCTS OR IT'S SERVICES AT ANY TIME.

UMI DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME UMI MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME, CANCEL THE SERVICES AT ANY TIME, OR OTHERWISE LIMIT OR DISABLE YOUR ACCESS TO THE SERVICES WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, OR ACTIVITY IN CONNECTION WITH THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND ALL CONTENT DELIVERED TO YOU THROUGH THE SERVICES ARE (EXCEPT AS EXPRESSLY STATED BY UMI) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

YOU AGREE THAT UNLESS REQUIRED BY APPLICABLE LAW, UMI HAS NO RESPONSIBILITY TO CONTINUE MAKING CONTENT AVAILABLE TO YOU THROUGH OUR SERVICES, AND UMI WILL NOT BE LIABLE TO YOU IF CONTENT, INCLUDING PURCHASED CONTENT, BECOMES UNAVAILABLE FOR DOWNLOAD OR STREAMING.

IN NO CASE SHALL UMI, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES AND/OR CONTENT, INCLUDING, BUT NOT LIMITED

TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY INJURY, LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES, STATES OR JURISDICTIONS, UMI'S LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATION IS PERMITTED BY LAW.

UMI SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND YOU HEREBY RELEASE UMI FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

UMI DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE UMI FROM ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY CONTENT ACQUIRED OR RENTED THROUGH THE SERVICES.

UMI IS NOT RESPONSIBLE FOR DATA CHARGES YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THE SERVICES.

UMI MAKES NO WARRANTY REGARDING THE MECHANICAL CONDITION, FITNESS, OR SUITABILITY OF ANY ITEMS SOLD ON ITS WEBSITE.

SELLER AND BUYER EXPRESSLY AGREE AND ACKNOWLEDGE THAT UMI MAKES NO REPRESENTATION NOR CLAIM AS TO THE SAFETY, CONDITION, OR RELIABILITY OF ANY ITEM LISTED ON ITS WEBSITE.

ALL ITEMS ARE SOLD "AS IS".

DISCLAIMER OF ACCURACY: UMI MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR RELIABILITY OF THE INFORMATION OR PHOTOS POSTED ON ITS WEBSITE BY SELLERS. UMI TAKES NO RESPONSIBILITY FOR MISREPRESENTATION, MISLEADING OR ACCURACY OF LISTING.

LIMITATION OF LIABILITY: NEITHER UMI NOR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES OF ANY OF THEM, SHALL BE LIABLE FOR DAMAGES ARISING OUT OF OR IN CONNECTION IN ANY WAY WITH THE USE OF OR

INABILITY TO USE UMI'S WEBSITE, SERVICES OR APPLICATIONS. THIS LIMITATION OF LIABILITY IS COMPREHENSIVE, AND APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, COMPENSATORY, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, PROGRAMS, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES.

ANY DISPUTES ARISING FROM A TRANSACTION OR FAILURE TO COMPLETE A TRANSACTION SHALL BE EXCLUSIVELY BETWEEN THE BUYER AND THE SELLER.

UMI ASSUMES NO LIABILITY FOR ANY DAMAGES CAUSED TO BUYERS OR SELLERS DUE TO FAILURE TO COMPLETE A TRANSACTION.

UMI MAKES NO GUARANTEE THAT ANY BUYER OR POTENTIAL BUYER WILL BE WILLING OR ABLE TO COMPLETE A TRANSACTION.

WAIVER AND INDEMNITY: BY USING THE SERVICES, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD UMI ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICES, OR ANY ACTION TAKEN BY UMI AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. YOU AGREE THAT YOU SHALL NOT SUE OR RECOVER ANY DAMAGES FROM UMI, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF UMI'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

Furthermore, Buyers and sellers expressly agree that transactions in which UMI is acting as an intermediary typically require the payment by the buyer of the purchase price to UMI, to be paid to the seller, before equipment is released by the seller. Notwithstanding such, the parties expressly and affirmatively forever relieve UMI from any obligation to refund or return the purchase price, or the equipment, as the case may be, to complete a transaction if either the buyer and/or the seller shall not have completed any and all of their obligations and/or requirements to facilitate a transaction, including but not limited to payment for transportation or storage fees, completion of any forms required for

transportation, shipping or other activities with the equipment, or any other requirements.

Buyer and Seller expressly agree to indemnify and forever hold harmless UMI for any and all activities undertaken in a Transaction unless a claim based on such activity should arise based solely on UMI's gross misconduct or negligence.

UMI makes no representation concerning the accuracy of information provided by Seller and, to the extent any such information is inaccurate, Seller and Buyer will hold harmless and indemnify UMI against any and all claims made against UMI for any such inaccuracies.

INSPECTION WAIVER: Affirmation stating that the Buyer is choosing to not physically inspect the Item(s) being purchased and that the Buyer accepts all risks associated with not inspecting the Items being purchased. Notwithstanding an Inspection Waiver, a Buyer is obligated to consummate a transaction, once such has been initiated.

AVAILABILITY: All Items listed must be available for sale and immediate delivery upon acceptance of a valid Offer.

Delays in completion of transactions incurred by Seller may result in the cancellation of deals and restriction from further listing.

Seller agrees to notify UMI immediately if any Item listed is no longer available.

SELLER NOTICE: An invoice will be generated as soon as possible, and Payment is due no later than 5 business days.

SELLER REPRESENTATIONS: The Seller affirms that it holds free and clear unencumbered, legal title and ownership to the Item or that it is the legal and authorized owner of the Item, or has been authorized by the legal owner to sell the Item and can provide documentation of such authorization;

The Seller sets the BUY NOW Price and agrees to sell the Item immediately to any Prospective Buyer who bids that price. Seller agrees not to sell any Item that it has listed on UMI 'directly' to any Buyer who discovered the Item through the UMI website whether or not the listing has expired. The Seller agrees to not accept any direct payment from the Buyer, without express permission granted in writing by UMI. For more details, please see "UMI's Remedies"

Sellers and Buyers understand and acknowledge that UMI shall not be required to act as an agent of Buyer or Seller, unless expressly agreed to in writing at the sole discretion of UMI. Seller shall be solely responsible for any additional paperwork that may be required based upon their particular state or country.

SELLERS EXPRESSLY AGREE THAT THEY SHALL COMPLETE, PRIOR TO THE TIME EQUIPMENT SHALL BE TRANSPORTED, IF PRACTICAL, (AND IF NOT PRACTICAL, AS SOON AS SO REQUESTED OR REQUIRED) ANY AND ALL FORMS INCLUDING BUT NOT LIMITED, TO NAFTA AND CERTIFICATE

OF ORIGIN AND FREIGHT FORWARDER POWERS OF ATTORNEY, SHIPMENT REQUIREMENTS, OR OTHERWISE, WHETHER IMPOSED BY LOCAL, STATE, OR FEDERAL AGENCIES OR THE PARTIES TO A TRANSACTION THEMSELVES.

BUYER NOTICE: UMI will, via email to the registered email address of the Buyer, deliver a notification that it's Invoice and associated documents are prepared and awaiting signature, following the acceptance of offer by the Seller. Payment is due in 5 business days, following delivery of the invoice notification.

BUYER REPRESENTATIONS: Buyer agrees to make arrangements to pay the purchase price to Seller. If Payment is not received by UMI on the 5th business day following delivery of the Buyer invoice, UMI may remove the suspension of offers or UMI may cancel the Transaction. Buyers expressly agree to fully cooperate with UMI in any situation in which UMI has been requested to act as a buyer or seller's agent, or in any situation in which UMI may be required to so act to facilitate the culmination of a transaction.

Buyers agree to as soon as practical, upon request by UMI or any appropriate agencies, to submit all necessary information and documentation to UMI or to such appropriate agencies, to provide for the facilitation of the completion of any transaction.

BUYERS EXPRESSLY AGREE THAT THEY SHALL COMPLETE, PRIOR TO THE TIME EQUIPMENT SHALL BE TRANSPORTED, IF APPROPRIATE AND PRACTICAL, (AND IF NOT PRACTICAL, AS SOON AS SO REQUESTED OR REQUIRED) ANY AND ALL FORMS, SHIPMENT REQUIREMENTS, OR OTHERWISE, WHETHER IMPOSED BY LOCAL, STATE, OR FEDERAL AGENCIES OR THE PARTIES TO A TRANSACTION THEMSELVES.

ERRORS: If a Seller discovers an error in a Listing it has listed, it shall notify UMI in writing via fax, email, or written correspondence detailing the error. UMI staff will review the request and subject to UMI'S sole discretion edit the Listing within 1 business day of receipt of such communication.

No identification or location of owner shall be included in the listing or accompanying photos

Seller shall supply the description of any item it seeks to post for sale. Any description of Items shall fairly and accurately represent the actual condition of the specific Item that is listed. Buyer is aware that UMI makes no representations as to any description and shall not hold UMI liable for any error in said description.

Photos provided by the Seller shall be of the actual piece of Items being listed and shall bear a date and time stamp verifying how recent the picture is.

UMI reserves the right to delete or edit any listing at any time.

If a Buyer discovers an error in a listing, it shall notify UMI by in writing via fax, email, or written correspondence detailing the error. UMI staff will review Buyer's claims, and subject to the sole discretion of UMI, edit the listing, or notify Seller to edit the listing within 1 business day of receipt of such communication to the extent necessary to correct any error.

UMI makes no representation concerning the accuracy of information provided by either Seller or Buyer. Seller and Buyer will indemnify and hold UMI harmless against any claim from a 3rd party for any such inaccuracies.

MINIMUM PURCHASE PRICE REQUIRED TO POST ITEM FOR SALE: The purchase price of any item listed for sale on this website shall not be less than \$500.00

LISTING DURATION: Listing will remain on the site until sold or asked to be removed by the seller as long as not already in a binding sales transaction.

CLEARANCE

Commissions are reduced for Clearance Items in accordance with the following schedule:

25% reduction from the Buy Now Price results in a Seller commission of 7%

50% reduction from the Buy Now Price results in a Seller commission of 5%

No further reduction in Commission will be made.

An item may be relisted in Clearance as many times as a Seller wishes.

INSPECTION

Items on this website may be subject to but are not required to INSPECTION prior to shipment. If Buyer wishes to seek to inspect an item before purchasing it, Buyer must contact Seller and make any and all arrangements necessary for inspection directly with Seller. All Sellers must make reasonable accommodations for a Prospective Buyer to inspect an Item, if requested by the Buyer. If a Prospective Buyer elects to exercise its right to inspect, it must notify UMI in writing of said request.

Direct sales, in which the Seller sells the Item directly to the Buyer, bypassing UMI will result in Buyer forfeiting all money deposited with UMI, as well as any and all remedies stated herein.

RETURNS

All Sales are final and there shall be no returns of merchandise or funds, unless as stated elsewhere or otherwise pursuant to separate written agreement of the parties.

TRANSACTION

UMI acts as an intermediary by facilitating the sale and purchase of item(s) between a Seller and a Buyer. As intermediary UMI collects payment from the Buyer and transfers payment, less commission and any bank fees, to the Seller.

UMI will not take possession of, or title to, any Items for sale and will not store any Items.

UMI will transfer payment for Item to the Seller upon Shipment is verified as loaded on the truck for delivery to the Buyer's facility; photos of the Item on the truck and signed Bill of Lading are both required, unless otherwise agreed to in writing,

UMI reserves the right to hold funds sent by the Buyer until after receipt of the Bill of Lading signed by a representative of the shipping company and photographs of the machinery loaded on the shipping truck.

In no event shall UMI be obligated for storage fees, transportation costs or any other fees, expenses or costs associated with any transaction to the extent the completion of a transaction is beyond UMI's control in any way.

TAXES

Seller and Buyer agree and acknowledge any local, state or federal taxes due from the Transaction is their sole responsibility and not the responsibility of UMI.

SHIPPING

The logistics of shipping any item shall be pursuant to a separate agreement between the parties. At this time, UMI does not offer or provide any shipping arrangements for the transactions.

LOADING: Unless otherwise agreed to by the Buyer and Seller in writing, the Seller is responsible for the loading of sold Items onto the contracted shipper's vehicle. In no event shall UMI be held responsible for any errors or issues related to shipping.

DELIVERY: UMI does not ship, nor assume responsibility for the shipment of any Items sold on the website. UMI may facilitate the acquisition of quotes from various shipping brokers and assists in arranging the logistics associated with the shipment. Any issues that arise in the course of shipping an Item are the responsibility of the Seller, Shipper and Buyer.

Handling and loading may be an extra charge and details of those charges will be provided by Seller or carrier prior to shipping. Seller must state additional charges for handling prior to invoicing buyer or forfeit the right to request additional monies.

RISK OF LOSS: UMI assumes no liability or risk of loss to Item(s) and provides no insurance to cover any such loss. Any and all responsibility for risk of loss remains between Buyer and Seller.

Risk of loss or damage to the Items shall pass from Seller to Buyer upon loading with shipper.

NOTICE

If to UMI:

Please submit written correspondence to the following address:

UMI PO BOX 314 Gilberts IL 60136

Or via email at the following email address:

info@universalmachineryinc.com

If to Buyer or Seller:

Primary registered address on file with UMI.

PRIVACY: We are committed to protecting your privacy. We constantly review our systems and data to ensure the best possible service to our customers. Please see our Privacy Policy.

CONFIDENTIALITY: We will not sell, share, or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by UMI will only be in connection with the provision of agreed services and products. Except as may be required by any governmental or law enforcement agency.

LINKS: From time to time this website may also include links to third party websites or resources. These links are provided for your convenience to provide further information or resources. Links to such websites or resources do not signify that UMI endorses the website(s) or resources. UMI has no responsibility for the content of the linked website(s) or functionality of such website(s). You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

FORCE MAJEURE: UMI may not be held liable for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, political insurrection, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made act outside of our control,

which causes Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

OTHER PROVISIONS: This Agreement constitutes the entire agreement between you and UMI and governs your use of the Services, superseding any prior agreements with respect to the same subject matter between you and UMI. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, third-party software, or additional services such as the Volume Purchase Program. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. UMI's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. UMI will not be responsible for failures to fulfill any obligations due to causes beyond its control.

You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Services. Your use of the Services may also be subject to other laws. Risk of loss for all electronically delivered Transactions pass to the acquirer upon electronic transmission to the recipient. No UMI employee or agent has the authority to vary this Agreement.

UMI may notify you with respect to the Services by sending an email message to your email address or a letter via postal mail to your mailing address, or by a posting on the Services. Notices shall become effective immediately. UMI may also contact you by email or push notification to send you additional information about the Services.

UMI REMEDIES:

All users of UMI's services hereby acknowledge and agree that it has taken UMI considerable time and expense to develop its website as well as company confidential processes and services provided therein, and that UMI would suffer irreparable harm and injury if users of the UMI website circumvented UMI after being introduced via UMI's services. Attempting to circumvent or avoid paying UMI's fees by engaging in any "side arrangement" is strictly prohibited and may result in suspension or termination of the use of UMI's website, as well as possible civil and/or criminal prosecution to the fullest extent of the law. Additionally, all Sellers and Buyers agree that UMI's remedy at law for any violations or threatened violations thereof may be inadequate and that UMI shall not be required to prove the inadequacy of legal remedies in order to become entitled to a temporary or permanent injunction or other equitable relief specifically to enforce such obligations. Sellers and Buyers, therefore, consent to the issuance of temporary and permanent injunctions to enforce such obligations. Notwithstanding the foregoing, UMI's rights and remedies under this Agreement

are cumulative and in addition to, and not in lieu of, any other rights and remedies allowed at law or in equity.

Buyers and Sellers understand that UMI shall have all rights and remedies against Buyers and Sellers for any transaction that is not completed which is beyond the control of UMI to the extent UMI incurs fees, costs expenses, including any lost commissions.

While UMI acts in all cases solely as an intermediary and does not take title or ownership of any items, and acts to facilitate transactions between Buyers and Sellers, to the extent a Buyer shall have paid sales price to UMI, and such sales price has been passed on to Seller, less applicable commissions and costs, in the event Seller does not produce the Item to consummate the Transaction and Buyer brings a claim against UMI, UMI shall have all rights and remedies against the Seller for lack of delivery. Buyer's sole remedy against UMI is the return of Buyer's Commission.

Buyers and Sellers agree that any attorney fees and court costs or other legal expenses incurred by UMI in enforcing any or attempting to enforce any transaction, attempting to complete a transaction on behalf of Buyers and Sellers, addressing issues related to Buyers and/or Sellers obligations and requirements in transporting, shipping and/or completing their respective obligations of a transaction, or in enforcing any provisions of the agreement, shall be paid by the Buyer or Seller, as the case may be, and shall not be obligation of UMI and UMI shall have the right to seek and be reimbursed for any such fees, cost or expenses.

You hereby grant UMI the right to take steps UMI believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that UMI has the right, without liability to you, to disclose any data and/or information to law enforcement authorities, government officials, and/or a third party, as UMI believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to UMI's right to cooperate with any legal process relating to your use of the Services and/or Content, and/or a third-party claim that your use of the Services and/or Content is unlawful and/or infringes such third party's rights).

CHOICE AND COMPLIANCE OF LAW:

UMI's website is operated and provided in the State of Illinois. As such, all Users are subject to the laws of the State of Illinois, and such laws govern these Terms of Use, without giving effect to any choice of law rules. UMI makes no representation that our Web site or services are legal or available for use in other locations, domestic or international. Accordingly, if you choose to access this site you agree to be governed and subjected to the laws of the State of Illinois.

User assumes all knowledge of applicable law and is responsible for compliance with any such laws. User may not use this site or UMI's services in any way that

violates applicable state, federal, or international laws, regulations or other government requirements. User further agrees not to sell or purchase any Item that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Except as provided in the “UMI’S REMEDIES”, below, all accessors and Users, Buyers and Sellers, and UMI agree that any claim or dispute between them or against any agent, employee, successor, or assign of the other, related to this agreement, and any claim or dispute related to this agreement or the relationship or duties contemplated under these terms and conditions, including the validity of this arbitration clause, shall be resolved by binding arbitration pursuant to the Commercial Rules of Arbitration of the American Arbitration Association. The parties hereby agree to a three-person panel of arbitrators selected according to those Rules. All arbitration proceedings shall be conducted in Chicago, Illinois. The arbitration award shall be in writing and shall specify the basis for the award. In rendering the award, the arbitrators shall determine the rights and obligations of the parties in accordance to the substantive laws of Illinois, without regard to conflict of laws provisions. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof and the costs and reasonable attorney's fees incurred in connection with any action to conform the arbitration award shall be awarded by the court. Neither party, nor the arbitrators, may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

ENFORCEABILITY/SURVIVAL:

The invalidity, illegality or unenforceability of any provision of this Terms and Conditions shall not affect any other provisions set forth herein, which shall remain in full force and effect.