

Industrial Supply and Services Co.

9 Morgan Ave

Parts & Equipment

Pittsburgh (Etna), PA 15223 U.S.A.

STANDARD GENERAL CONDITIONS

Sale of "As-Is, Where-Is"

1. **DESCRIPTIONS AND SPECIFICATIONS** - Any descriptions and specifications in respect of items offered for sale hereunder are not warranted by ISSCO to be accurate or complete but are the best which are readily available to ISSCO at the time of the offering. ISSCO shall not be responsible for the consequences of any inaccuracies, insufficiencies or omissions in such descriptions, samples and specifications. Please review the pictures closely and contact us for questions or additional photos. We do not offer any technical advice nor do we represent ourselves as technical experts. Unless otherwise specified, the item HAS NOT BEEN TESTED.
2. **INSPECTION AND WARRANTY LIMITATION** - Unless agreed to otherwise in writing, the offering is on the basis of "as-is", "where-is" parts. BUYERS are able at any time to inspect any parts or equipment. Failure to inspect and any deficiencies of quantity, character, size, condition or quality will not constitute grounds for any claim against ISSCO, unless agreed to in writing by ISSCO. ISSCO DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED IN RESPECT OF THE ITEMS OFFERED, EXCEPT OF TITLE. Notwithstanding any other provision of this Condition of Sale or any agreement or law to the contrary, in no event shall ISSCO be liable to BUYER or any other person for damages for loss of profits, loss of production, loss of business or good will, cost of loans or financing, liability to others for breach of contract, cost of capital, increased or unrecovered operating or fixed costs, cost of substitute facilities or services, downtime costs or any consequential, incidental, indirect or remote damages in any manner directly or indirectly related to any act or failure to act of ISSCO, its employees, agents, subsidiaries or subcontractors, whether or not the damage was foreseeable, and whether based on breach of contract, warranty, strict liability, tort (including negligence) or otherwise, or for any injury to person or property by reason of any deficiencies or alleged deficiencies in such items or any failure or alleged failure of such items to meet applicable descriptions or specifications. Please also see the **RETURN POLICY** below.
3. **REPRESENTATIONS** - The employees or representatives of ISSCO are not authorized to make any statement or representation as to the quantity, character, size, condition, quality, etc., of the items offered for sale inconsistent with these Conditions of Sale or the terms on the front hereof. Any such statements made will not be binding on ISSCO or be grounds for any subsequent claim.
4. **CLAIMS** - In view of paragraphs 1, 2 and 3 above, claims are inappropriate and will not be honored regardless of capability, quality, shortages, physical or chemical condition, missing parts, broken or cracked machinery equipment or parts, or otherwise.
5. **WEIGHT** - All weights offered, shown or calculated in respect of the items offered for sale, other than actual shipping weights are approximate estimated weights only. If the sale terms are on a weight basis ISSCO's actual shipping weights are to govern performance of the sale contract. If such an approximate weight is offered, shown or calculated, the BUYER shall nevertheless accept the ISSCO shipping weights as the basis of full and complete delivery, and make payment therefor.
6. **SHIPMENT** - At time of sale, the parties will agree on shipping provisions. See the separate document on this site.
7. **TERMS OF PAYMENT** - Unless otherwise agreed in writing between the parties, the payment terms will be net cash payable by bank check, Paypal (or some similar mechanism), or cash before shipment/loading, and risk of loss shall pass to the BUYER upon loading. All demurrage and other costs that may accrue against ISSCO in respect thereof will be for BUYER's account. All federal, state and local sales, use, gross receipts, gross income, or other taxes (with the exception only of taxes on net income, corporate franchise or capital stock and taxes or contributions measured by wages and salaries of ISSCO's employees under Social Security laws), now or hereafter enacted, shall be for BUYER's account, and shall be paid by BUYER either to ISSCO or to the public authorities, as the case may be.
8. **DELAY** - ISSCO shall act in a reasonable manner in the execution of this sale and has no obligations for BUYER's schedules. In any case, ISSCO shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortage of cars, fuel, labor or materials, or any other circumstances or cause beyond the control of ISSCO in the reasonable conduct of its business.
9. **BUYER'S ACCEPTANCE OF TERMS AND CONDITIONS** - The sale shall be subject to these Conditions of Sale, unless specified otherwise by ISSCO. These are final and exclusive expressions of the Agreement between Buyer and ISSCO, and no course of dealing or usage of trade or course of performance should be relevant to explain or supplement any term expressed in any of the documents.
10. **RETURNS** - If within 14 days after receipt of any purchase, the BUYER can return the item to ISSCO for a full refund of the purchase price (including shipping costs not exceeding \$50) of the item. Please be advised that our items are from excess stores inventory and as such may have cosmetic marks and/or surface rust.