

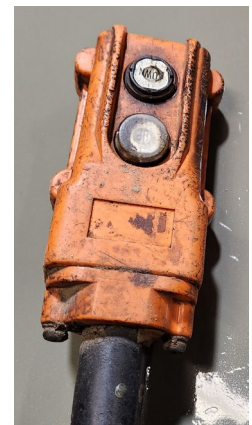
February 21, 2023

## Used Scissors Lift Table

- 24" x 36" Table
- Minimum height: 6"
- Maximum height: 29.5"
- 110 Volt, 1 PH
- 1/3 HP motor
- Approximately 1,500 lbs. capacity
- Hand pendant controls
- Cleaned and checked
- Very good condition



**Used Scissors Lift Price.....\$ 1,500.00**



**FOB:** Rothschild, WI

**Delivery:** Currently in stock, subject to prior sale

**Terms:** Full payment prior to shipping

**Tooling:** Tooling is not included unless specifically stated.

**Install:** Installation is not included but is available upon request

**Warranty:** Unit is sold, as is, where is. No warranty is either offered or implied

**Validity:** This quotation is valid for a period of 30 days hereon.

**TAXES:** Prices on the specified products are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacturer, sales, receipts, gross income, occupation, use and similar taxes. All taxes are the responsibility of the Buyer. MillSpec Group, LLC does not generally collect taxes on behalf of the buyer but some states require collection. If your state requires collection, tax is due PRIOR to shipment. Taxes, if assessed to MillSpec Group, LLC by any government authority, shall be paid by the Buyer. This Statement supersedes any other term or condition stated.

## MILLSPEC GROUP, LLC

### TERMS & CONDITIONS

This proposal is issued subject to the following terms and conditions:

1. **CONTROLLING PROVISIONS.** This instrument constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. No course of prior dealings between the parties and usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms set forth herein. The terms and conditions stated below shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the exact provisions, terms and conditions hereof, and may not be modified unless accepted by the Seller in writing.
2. **PURCHASE ORDER.** If this quotation is accepted and Buyer's order form is used for the purpose, it is expressly understood and agreed that the terms and conditions herein set forth shall prevail, and so far as the same may in any way conflict with the terms and conditions set forth in such order form, and the issuance of such order by Buyer shall be deemed to not buyer's assent to the foregoing.
3. **WARRANTIES.** All products are accompanied by the warranty extended to MillSpec Group, LLC., by the manufacturer thereof, a copy of which is attached hereto. Any affirmation of fact or promise made by Seller shall not be deemed to create an express warranty that the goods shall conform to the affirmation or promise; any description of the goods is for the sole purpose of identifying them and shall not be deemed to create an express warranty that the goods shall conform to such description. SELLER MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY MARKETABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY GOODS, WHICH THE SELLER SHALL SUPPLY, OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES.
4. **WARNING.** The machine (s) and accessory equipment described by this proposal are powerful items, which must be operated by trained personnel with attention to safety. Any misuse, abuse or careless operation of the machine (s) and equipment, alteration in original design or improper or defective installation can result in serious personal injury or death. MillSpec Group, LLC., is not responsible for any property damage or personal injury, including death, arising out of the use, misuse of or unauthorized alteration to any machines described herein.
5. **DELIVERY DELAYS.** All shipping dates are approximate and are subject to delays caused by strikes, fires, floods, accidents, Acts of God, governmental interference or embargoes, or any other cause or causes (whether or not similar in nature to any of these herein before specified) beyond MillSpec Group, LLC., or the manufacturer's control, it being understood that acceptance of machine is deemed to be in compliance with the terms of the order.
6. **CANCELLATION.** Cancellation will be permitted only under the following circumstances:
  - α. For standard equipment needing modifications or the special machinery, cancellation charges will not exceed the full price of the equipment, depending upon the progress of engineering and manufacturing.
  - β. For standard machinery ordered with no revisions or modifications, the cancellation charges will be equal to the required initial deposit placed with the order.



- 7. **SHIPPING.** MillSpec Group, LLC. agrees to comply with the shipping instructions of the purchaser, provided same are feasible; otherwise shipment will be routed at the discretion of MillSpec, LLC., or of the manufacturer. Machinery in transit is deemed to be the responsibility of the purchaser and risk of loss shall be upon the purchaser. All shipments are F.O.B. manufacturer's plant.
- 8. **TERMS OF PAYMENT.** A deposit of fifty percent (50%) will be required on all equipment ordered. Upon notification, a second payment of forty percent (40%) will be required before shipment of equipment. Subject to credit analysis, balance will be payable within thirty (30) days from invoice date. If all sums due Seller are not paid within thirty (30) days of the invoice date, a service charge of one and one-half percent (1 ½%) per month shall be added to the amount due. Failure to show said service charge on any statement shall not be a waiver thereof. It is understood and agreed that if, subsequent to the contract date, Seller receives information which reasonably causes it to believe that purchaser is not creditworthy. Seller shall be entitled, at its option, to demand payment before shipment or rescind the contract.
- 9. **GOVERNING LAW.** This contract shall be construed in accordance with the laws of the State of Wisconsin.
- 10. **TITLE AND LIEN RIGHTS.** The equipment shall remain personal property; regardless of how affixed to any realty or structure. Title thereto shall remain in the company until the purchase price (including any notes therefor) has been fully paid in cash. The company shall, in the event of customer's default, have all rights of repossession and any other rights available to a conditional seller under the laws applicable thereto.
- 11. **TAXES.** Prices on the specified products are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacturer, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.

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**Equipment Ordered By:**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Submitted By \_\_\_\_\_

Purchase Order \_\_\_\_\_ Date \_\_\_\_\_ Approved By \_\_\_\_\_

Valid upon signature of an officer of MillSpec Group, LLC Delivery Scheduled \_\_\_\_\_

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