

# ORDER FORM

# BRINLY ROTOTILLER

CONDITION OF SALE



Purchase Order No. \_\_\_\_\_ Salesman \_\_\_\_\_ Date \_\_\_\_\_

Sold To: \_\_\_\_\_ Ship To: \_\_\_\_\_

**Shipping Instructions**

Quantity	Model No.	Description	Shipping Wt. (LBS.)	List Price F.O.B. Louisville, Ky.	Dealer's Net
	VV-100	30" Rototiller (includes elec. drive motor)	230.0		
	VV-101	Tiller mounting bracket	29.0		
				<b>TOTAL</b>	
				<b>NET</b>	

**NOTE: To complete, Tiller requires General Electric Part No. AP-59 Electric Rear Lift. Order from General Electric Company, Outdoor Power Equipment Operation, Corporations Park, Schenectady, N. Y. 12305.**

BRINLY-HARDY CO. INC. 340 EAST MAIN ST. LOUISVILLE, KY. 40202

ORIGINAL — Send to Brinly-Hardy Co.

GE COPY — Send to GE Outdoor Power Equipment Operation

## CONDITIONS OF SALE

Property or Title in merchandise described upon the reverse side hereof, unless otherwise specifically provided in writing, is transferred to the Buyer, and all sales are made, F. O. B. point of shipment.

Unless otherwise specifically provided on the reverse side hereof, the amount of any present or future sales, use, revenue or other tax applicable to merchandise sold by the Seller or to the sale or use thereof shall be added to the purchase price.

No oral, statutory or implied warranty other than that of Title shall apply to merchandise described upon the reverse side hereof except such as may be contained within a printed warranty provided to Buyer by Seller and the Seller's obligation with respect to such merchandise, unless otherwise indicated within such printed warranty, shall be limited to repairing or replacing, F. O. B. Seller's warehouse or such other point as Seller may designate, or refunding the purchase price of, any such merchandise which proves to be defective in workmanship within one year from the date of original purchase for use; in no event shall the Seller be liable for consequential or special damages.

Except as may otherwise be provided by the terms of such printed warranty as may be delivered to Buyer by Seller, it shall be the responsibility of the Buyer to examine and inspect merchandise delivered and to notify Seller in writing within ten (10) days of delivery of any complaint that relates to such merchandise (including but not limited to complaint of shortage). Failure to so notify shall constitute a waiver of such condition as may be objectionable to Buyer.

Unless otherwise specifically provided in writing, each shipment shall be considered a separate and independent transaction, and payment shall be made accordingly. If, in the judgement of the Seller, the financial condition of the Buyer does not justify the terms of payment specified, the Seller reserves the right to require payment before shipment or delivery. If shipment is delayed by the Buyer, payments become due from the date the merchandise is ready for shipment, or when the Seller would have been prepared to make shipment except for delays caused or requested by the Buyer.

Seller shall not be liable for delay or failure to perform its obligations resulting directly or indirectly from acts of any Governmental authority; accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment and power shortages; transportation or storage delays; labor difficulties; and failure or delay in its usual source of supply. In addition to such causes, Seller shall in no event be liable for delay or failure to perform resulting directly or indirectly from any cause which is beyond its reasonable control. In the event of any delay or failure by Seller to deliver all or any part of the merchandise in accordance with the terms of this contract as a result of any of the aforesaid causes, the date of delivery for such delayed merchandise shall be extended for a period equal to the time lost by reason of the delay, as determined by the Seller. However, if in the opinion of the Seller the delay will exceed 90 days, Seller may, at its option, terminate its unexecuted obligations.

In case Seller's manufacturing or selling capacity is curtailed by reason of any such cause, Seller reserves the right to allocate in its business judgement, such merchandise as may not be required for its own use among its customers, including customers not then under contract.