

Welder MFG, LLC

BIN PURCHASE ORDER FORM

This agreement for purchase order is made between Welder MFG., LLC, a Nebraska Limited Liability Company and _____ (“Buyer”). Buyer agrees to purchase a _____ ton overhead feed bin, constructed with _____ feet of drive through clearance height and _____ feet of width. The Buyer agrees to pay \$_____ (“Purchase Price”) for the overhead feed bin (“bin”)(plus and additional tax and/or shipping). [] The Buyer shall make a down payment of 40% of the Purchase Price prior to initiation of work on the Bin. Full payment for any remaining amount due must be made at delivery of Bin. All Bins are sold delivered FOB Welder MFG, LLC, Kilgore, Nebraska 69216. Welder MFG, LLC will notify Buyer by phone when bin is completed and ready for delivery. Buyer has sixty (“60”) Days to take delivery of the Bin after notification of Bin completion. Bins that are left on the premises of Welder MFG, LLC for more than 30 days after notification will incur a \$10.00 / day storage fee payable in full at time of pickup by Buyer. Buyer acknowledges that Welder MFG, LLC shall have a lien to secure payment and may hold the Bin at the time of delivery as additional security under Nebraska Law. Buyer shall pay all cost of lien enforcement and/or collection, including Welder MFG, LLC’s costs, court costs and reasonable attorney fees.

All risk of loss of Bin is the responsibility of the Buyer upon notification of completion. Buyer is responsible for the Bin transportation costs and for any and all liability and risk of loss in transit. Buyer agrees to indemnify and hold harmless Welder MFG, LLC for any loss to the Bin or any other losses or damages to Buyer and/or others regarding transportation, storage, setting or maintaining the Bin after delivery. Welder MFG, LLC’s liability for any and all damages to Bin, breach of this agreement, breach of any warranties, and any other damages to Buyer shall be limited to the total cost of the Bin supplied as part of this agreement which Buyer agrees is fair and reasonable under the circumstances. Buyer expressly waives any additional right to consequential damages. Welder MFG, LLC’s workmanship and materials and the Bin are sold “As-Is”. Welder MFG, LLC’s specifically excludes and disclaims all other express and implied warranties, including those of merchantability and fitness for a particular purpose. All other warranties are specifically excluded and disclaimed whether made by Welder MFG, LLC or any other individual or entity.

This Agreement shall be binding upon and inure to the benefit of Welder MFG, LLC and Buyer’s heirs, personal representatives, assigns and successors. This Agreement shall be governed by the laws of the State of Nebraska and any lawsuit arising out of or relating to this agreement must be filed in Cherry County, Nebraska. This Agreement constitutes the entire agreement between Welder MFG, LLC and Buyer, all other oral or written agreements between the parties are superceded by this agreement and hereby void. This agreement may not be altered, waived, modified, or abandoned except by subsequent provision of this agreement shall to any extent be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and the agreement and its remaining terms and provisions shall be valid and enforceable to the fullest extent permitted by law.

Welder MFG, LLC:

Buyer:

By: Agent, Welder MFG, LLC

By: _____