



Tractor Finders, LLC

## USER AGREEMENT

### Agreement between User and Tractor Finders, LLC

This Website is offered to you ("User"), conditioned upon your acceptance without modification of the terms, conditions, and notices contained herein. This Website is for your personal and non-commercial use only. Your use of this Website constitutes your agreement to all such terms, conditions, and notices. By using Tractor Finders, LLC, you agree to abide by the terms and conditions of this User Agreement, so please read it carefully. If you are not at least eighteen (18) years old, you may not use Tractor Finders, LLC, without adult supervision. By using Tractor Finders, LLC, you warrant that you are at least eighteen (18) years of age. Further, as condition of your use of this Website, you warrant that you will not use this Website for any purpose which is unlawful or prohibited by these terms, conditions, and notices.

### General Terms and Conditions

None of the equipment displayed, identified, or listed in this Website is owned by Tractor Finders, LLC. The information on equipment provided in this Website is supplied by the seller of third parties, and Tractor Finders, LLC cannot and do not verify or warrant the accuracy or completeness of the information. The services provided by Tractor Finders, LLC herein is provided on an "as is", "as available" basis, and Tractor Finders, LLC makes no representations or warranties, expressed nor implied, to any actual or prospective purchaser or owner of any equipment as to the existence, ownership, or condition of the equipment, or as to the accuracy or completeness of any information about the equipment contained in this website.

**Tractor Finders, LLC offers no express nor implied warranty on any equipment.** Equipment, identified, or listed on Tractor Finders, LLC may be offered with or without warranty from the seller. **Unless expressly stated otherwise, all equipment is displayed, identified, and listed "AS-IS", with all faults and without warranty, express or implied by Tractor Finders, LLC. Any express or implied representations regarding equipment displayed, identified, or listed are that of the seller and not Tractor Finders, LLC.** A seller, in his sole discretion, may offer a limited warranty for a piece of equipment. **However, it is your responsibility to read the equipment description provided by the seller and to physically inspect the equipment prior to completing your purchase. Certain seller may "certify" the condition of a piece of equipment, but Tractor Finders, LLC does not "certify" any equipment.**

If you require limited warranty coverage, request a copy of the written warranty from the seller before you complete the purchase. **It is your responsibility to obtain, verify, and understand the terms of the warranty offered with the equipment, if any, before you finalize the purchase of same.** The seller, not Tractor Finders, LLC is responsible for all claims arising under any warranty offered by seller.

Tractor Finders, LLC will not be liable for any misrepresentations by the seller. Tractor Finders, LLC does not guarantee the accuracy of seller information, nor certify the quality or condition of any of the equipment displayed, identified, or listed on this Website. Please note that as a result of internet technology, potential risks exist with dealing with an underage person or persons acting under false pretences. Additionally, there may also be risks dealing with international trade and foreign nationals. **It is your responsibility to read the equipment description provided by the seller and to physically inspect the equipment prior to completing your purchase.**

**Tractor Finders, LLC does not guarantee equipment prices or availability. All equipment is subject to prior sale and may not be available when your request is processed.** All data and information used to display, identify, or list equipment in this Website has been supplied by third-party sellers, and is not intended to be binding on Tractor Finders, LLC. Tractor Finders, LLC will attempt to process and fulfill your request through the inventories of participating sellers, subject to availability and final pricing. **Any discrepancies or mistakes made regarding equipment availability, condition, or pricing are not the responsibility of Tractor Finders, LLC, and should be directed to the seller responsible for providing**

**the information.** Tractor Finders, LLC does not guarantee that it will find a piece of equipment that meets your exact specifications.

### **Terms of Sale**

The following terms apply to all sales made by Tractor Finders, LLC.

1. Upon receiving your request, Tractor Finders, LLC will attempt to locate available equipment pursuant to your specifications. If successful, Tractor Finders, LLC will confirm availability, final price, and your commitment to purchase. Upon confirming your commitment to purchase, Tractor Finders, LLC will forward a written purchase commitment. **Please be sure to have full payment in place before executing the written purchase commitment.** The written purchase commitment must be returned to Tractor Finders, LLC, along with the full payment within five (5) days of your receipt of same. All financial transactions must be completed before delivery of the equipment.
2. Payment shall be made in the form of cash, certified check, money order, or wire transfer, and all funds shall be in United States Dollars.
3. Sales Tax applies to Arkansas Residents. Out of state purchasers are responsible for all federal, state, country, city taxes and fees, as well as, title and/or registration fees applicable in the state where the purchaser of the equipment resides.
4. The purchaser is responsible for all shipping charges. Tractor Finders, LLC will assist the purchaser in obtaining carrier or shipping information. Tractor Finders, LLC assumes no responsibility for damages incurred during shipping of the equipment.
5. Diligent effort has been made to provide accurate information and description of the equipment on this Website, and Tractor Finders, LLC has made full disclosure of all information known about the equipment displayed, identified, or listed on this Website. Please be advised that this is used equipment which typically has scratches, dents, and dings. Likewise, mechanical parts are subject to fail. Tractor Finders, LLC recommends the buyer make a mechanical inspection of all equipment prior to finalizing your purchase of same.
6. Unless otherwise expressed stated in the equipment description, all equipment is being offered "as is."
7. Tractor Finders, LLC reserves the right to terminate or cancel processing if a purchaser's request, should the equipment no longer be available. Absent an express agreement between you and the seller, a seller is not required to hold any piece of equipment off the market and is free to sell any equipment at any time before you have excused the written purchase agreement and complied with Paragraph One (1) above.

### **Forum Selection and Litigation**

This User Agreement is governed by the laws of the State of Arkansas. **Your use of this Website constitutes your express consent to the exclusive jurisdiction of the Southern District of Arkansas Court, Arkansas, in all disputes arising out of the use of this Website. Use of this Website is unauthorized in any state or jurisdiction which does not give full effect to the provisions of the terms and condition of this User Agreement, including but not limited to the provisions of this paragraph.**

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law, including but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable person will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this agreement shall continue in full force and effect. This agreement constitutes the entire agreement between User and Tractor Finders, LLC with respect to this Website and it supersedes all prior or contemporaneous communications and proposals, whether oral, written, or electronic between the User and Tractor Finders, LLC with respect to this Website. All rights not expressed granted herein are reserved in Tractor Finders, LLC.

### **Indemnifications**

Your use of this Website constitutes your express consent to indemnify, defend, and hold harmless Tractor Finders, LLC from and against any and all claims, actions, liabilities, costs, and expenses, including without limitation, reasonable attorney's fees, arising out of your breach of any provision of this User Agreement or any warranty you provide herein, or otherwise arising in any way out of your use of or postings to Tractor

Finders, LLC. You will cooperate fully in any defense of such claim, and Tractor Finders, LLC reserves the right to take exclusive control of the defense of any such claim.

**IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS STATED ABOVE, OR TO ANY CHANGES OR MODIFICATIONS TRACTOR FINDERS, LLC MAKES TO THE TERMS AND CONDITIONS, PLEASE EXIT THE WEBSITE IMMEDIATELY.**