International Baler 4430-50 Used Auto Tie Baler

Reference: RBE-7512
Equipment Type: Used Equipment
Equipment Condition: As Is (Contact Dealer)
Date: April , 25 2024
View Equipment

Equipment Details

Price	$35,750.00
Category	Single Ram Open End Auto-Tie Horizontal Balers
Type	Recycling Balers
Manufacturer	International Baler Corporation

Equipment Specifications

Listing ID	RCB75120
Model	4430-50
Cylinder Size	8" Inches
Motor Horsepower	40 HP
Manual / Auto Tie	Auto Tie
Feed Opening Length	40" - 60" Inches
Feed Opening Width	43” – 60” Inches
Single or Dual Cylinders (Bore Sizes)	8" Inches
Ram Face Pressure	117 PSI
Max Pressure	3000 PSI
Total Force	150,800 Pounds
Hopper Opening Length	50 Inches
Bale Size Width	30 Inches
Hopper Opening Width	42 Inches
Bale Size Height	44 Inches
Footprint Width	178 Inches

Footprint Height	84 Inches
Paint Color Options	Green, Blue, Grey (Custom Paint and pricing available upon request)
PM Cycle	Available upon Request
Available Options	Fully Reconditioned (lead time and pricing available upon request) Repaired and Running (lead time and pricing available upon request) Hopper Extension Conveyor - New & Used Photo Eye
Motor Horsepower	31-50 HP
Bale Size Length	VARIABLE Inches
Dealer Internal Equipment ID	3278
Serial Number	391037

Terms and Conditions

Purchaser may accept the proposal by DeHart Recycling Equipment, Inc. (“DeHart”) for the sale of the Equipment described in the Sales Order only by signing both the Sales Order and these Terms and Conditions of Sale. Upon acceptance by Purchaser, the following terms and conditions shall become part of the sale contract: PAYMENT TERMS: DeHart will accept cash, cashier’s check, company check, wire transfer as acceptable forms of payment. Terms are stipulated on the Sales Order. The prices contained in the Sales Order do not include any manufacturers, sales, use or other excise taxes or duties and the amount thereof, if any, which DeHart is required to pay or collect will be invoiced separately to Purchaser. All remittances shall be paid directly to DeHart. If DeHart is not authorized to collect state sales tax in your area, Purchaser must pay any taxes directly to its taxing authority. FREIGHT AND SHIPPING TERMS: Unless otherwise agreed upon in writing, the terms of shipment are FOB DeHart at its plant in St. Louis (Hazelwood), Missouri. The cost of freight is not included in the sale price of the Equipment and is listed as a separate item in the Sales Order, if Purchaser requests. The freight and shipping costs shall be the sole responsibility of Purchaser. To efficiently coordinate shipment, DeHart may arrange for shipment, but Purchaser remains responsible for payment of the shipment costs. Purchaser assumes the risk of loss or damage during shipment. Purchaser must inspect items upon delivery, note damage on freight bill and handle any claim for loss or damaged material with the shipping company or its insurance carrier. If Purchaser provides its own truck to pick up the Equipment, Purchaser assumes complete responsibility for securing the load. In such event, DeHart’s responsibility is limited to loading the truck; not crating items or securing the load. SECURITY INTEREST: Purchaser hereby grants to DeHart a security interest in the Equipment described in the Sales Order. The security interest granted hereunder shall remain in effect until the full purchase price, plus any freight or shipping costs, taxes or other charges required under the sale contract, are paid in full. Purchaser authorizes DeHart as the Secured Party to file a UCC-1 or similar financing statement describing the Equipment with the applicable Secretary of State or other appropriate regulatory authority. In the event of a default by Purchaser under this Agreement, DeHart may exercise its rights as a Secured Creditor under the Uniform Commercial Code. ACCELERATION AND LATE CHARGES: Should payment of any installment not be made when due, DeHart may accelerate the payment terms and declare that the entire purchase price of the Equipment, including any unpaid freight or shipping costs, taxes or other charges, shall be immediately due and payable. In such event, DeHart may impose Late Charges equal to interest (at the lesser of 1.5% per month or the highest rate allowable by governing laws) and all costs and

expenses incurred in collecting amounts due under the sale contract, including reasonable attorney's fees. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY: If the Sales Order contains a Warranty for "Parts," DeHart warrants that the Equipment shall free of material defects in any of its component parts for the period specified in the Sales Order, and DeHart shall repair replace defective parts within the warranty period. If the Sales Order contains a Warranty for "Labor," DeHart warrants that it will supply labor to repair or replace material defects in the workmanship of the Equipment for the period specified in the Sales Order. Any Warranty for "Parts" or "Labor" shall commence running from the date of acceptance of delivery by Purchaser. DeHart provides no warranty for items damaged during shipment. If the Equipment is sold "As Is," Purchaser is taking the Equipment in its current condition with all faults, free of any express or implied warranty. DeHart's duty of repair or replacement under any Warranty hereunder is subject to the following conditions: DeHart or it designated agents first must be given an opportunity to inspect the Equipment to evaluate the responsibility, the cost and the extent of work to be performed. 1. Any back charges must be agreed upon by the parties in writing. Purchaser may not unilaterally withhold payments without DeHart's prior written approval. 2. DeHart or its designated agents may condition performance of its share of the work upon a prior written agreement on the anticipated allocation of the costs. All repairs to be performed during regular business hours; the added expense to perform any repairs or replacements during other hours or at higher overtime rates are the responsibility of Purchaser. THE EXPRESS WARRANTY PROVIDED HEREUNDER, IF ANY, SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTS IN THE EQUIPMENT. DEHART HEREBY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES DEHART OTHERWISE MIGHT OWE PURCHASER AS THE SELLER OF THE EQUIPMENT, WHETHER ARISING BY WARRANTY, CONTRACT, OR IN TORT. UNDER NO CIRCUMSTANCES SHALL DEHART BE LIABLE TO PURCHASER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM ITS PURCHASE, OPERATION OF USE OF THE EQUIPMENT. OTHER TERMS AND CONDITIONS: All proposed orders are conditioned upon written acceptance by an authorized agent for DeHart at its plant in St. Louis (Hazelwood), Missouri. And approval is further conditioned upon Purchaser's written acceptance of these Terms and Conditions of Sale. Typographical and clerical errors in quotations and acknowledgements are subject to correction. This contract for the sale of the Equipment by DeHart shall be treated as made and as performed in the State of Missouri and shall be governed in all respects by Missouri law. Any lawsuit for a claim arising out this Agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or in the United States District Court for the Eastern District of Missouri. Accepted orders cannot be cancelled or assigned by Purchaser without the prior written agreement by an authorized agent of DeHart. A charge of not less than 15% of the purchase price will be made in the case of a cancellation. Wall openings and enclosures, pits, electric, compressed air, water and fire protection connections, if applicable, are not included in the prices contained in the Sales Order. Electric motors quoted are 460 volt, phase, 60 cycle unless noted otherwise. Purchaser is to provide use of fork trucks, as required. Permits, if required, are not included and are the responsibility of Purchaser. The Equipment and systems are provided with components and designs commonly used in recycling equipment. DeHart is not responsible for meeting local electric and construction codes. It shall be Purchaser's sole responsibility to determine what codes must be met, to provide DeHart with sufficient information to quote on designs and components to comply with these codes and to pay any costs associated with changes required to meet these codes. Fulfillment of the Sales Order is contingent upon and is subject to accidents, Acts of God, breakdowns, strikes, riots, sabotage, insurrection, war, delay, and interruptions that would cause failure of sources of materials, supplies, equipment, labor and transportation. DeHart will provide no compensation due to expenses incurred resulting from delays in fulfillment of the order unless expressly stated on the Sales Order. Work specified hereunder is to be performed during our regular working hours. Premium portion of overtime rates in force, plus applicable insurance and taxes, shall be charged for all work outside such hours. Before the Equipment is placed in operation, startup and training service by one of our field service engineers must be performed. Unless specified, the cost for start-up is not included in pricing. During the startup, final equipment adjustments are made and Purchaser and its maintenance personnel are instructed. If Purchaser chooses not to have DeHart provide start-up and training services, Purchaser assumes the cost and responsibility to perform these functions properly and accepts the risk and expense associated with issues that may arise from improper start-up or training. Since our pricing is based upon these conditions, any alteration, changes or additions, will affect the overall price of the Equipment. Equipment provided under the Terms and Conditions of Sale include various safety features. Any modifications to the Equipment, its installation or functions may result in a malfunction of the safety features and create a safety risk to the operator(s) of the equipment. Unless DeHart provides a review and written consent to any modification to the Equipment or its installation, it is agreed that DeHart accepts no liability whatsoever for any accident or injury caused by the Equipment or its installation if the modification was the direct cause or a contributing factor in causing accident or injury. Purchaser further agrees that in the event of any such modification to the Equipment or its installation, Purchaser shall accept full liability for any accident or injury resulting from the modification of the Equipment or its installation and further agrees to indemnify DeHart from any and all liability, costs or expenses incurred as a result thereof. These Terms and Conditions of Sale supersede and take precedence over all conflicting provisions of the Purchaser's written purchase order, if any, or any similar document prepared by Purchaser. Any amendment or modification of these Terms and Conditions must be made in writing, and agreed upon and signed by both parties. No agent of DeHart is authorized to amend or modify these terms and conditions by oral agreement or to make oral representations inconsistent with these terms and conditions. Any verbal agreements or oral representations by one or more of DeHart's agents, therefore, shall have no legal force or effect. Purchaser may not assign any of its rights or obligations under this Agreement without the express written consent of DeHart. These Terms and Conditions of Sale are severable, so that if any of the terms hereunder is found to be invalid by a

court of competent jurisdiction, all the remaining terms and conditions shall continue in full force and effect. The customer's responsibility is to determine whether they qualify for any tax exemption. If customer represents that they believe the transaction is taxable, and henceforth pay sales tax and causes the Company to file taxes with the applicable state and the customer later determines that they believe the sale tax was paid in error and requests a refund, the following will apply: the customer must provide evidence that they qualify for a refund; the Company will evaluate this claim to certify evidence is sufficient to apply for refund. The Customer agrees to pay the Company's processing cost, including reasonable accountant fees, which will be deducted from the amount of the refund. If the amount of the refund is not sufficient to cover the processing and accounting fees, the refund will not be processed unless Customer issues payment to cover estimated fees. Your signature below indicates your understanding of and agreement to these Terms and Conditions of Sale.

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sales@recyclingbalers.com