



## TERMS AND CONDITIONS OF SALE INSTALLATION, REPAIR AND INSPECTION SERVICES

### 1) SHIPMENT

Uesco Industries, Inc., hereafter referred to as the Seller, will use all reasonable means to make shipment and perform repairs or inspection services within the time specified, but assumes no responsibility for loss or damage arising from late delivery or nonfulfillment of contract by reason of fires, labor disputes, delays in transportation, or from any other cause unavoidable or beyond its control.

### 2) TAXES

Sales tax, Use, Excise, Occupational tax or any other Federal, State or Local Tax, Duty or Permit Fees have not been included in this proposal unless stated in writing on the quotation pages. The Purchaser hereby assumes and agrees to pay and/or reimburse the Seller for any of the above taxes, assessments, or fees arising from this transaction.

### 2) TITLE AND RIGHT TO POSSESSION

The title and right of possession of parts and materials specified in our proposal shall remain with the Seller until all payments have been made in cash to the Seller at its home office in Worth, IL. It is understood and agreed that the above parts and materials shall remain the Seller's personal property whatever may be the mode of attachment to realty, existing equipment or otherwise until fully paid for in cash. An express Mechanic's Lien is hereby conveyed and granted to the Seller upon the building and real property in which the above parts or material is to be installed, for the purpose of securing payment of all sums due the Seller under this contract. In the event the Seller is compelled to bring action in court against the Purchaser to enforce any of the provisions of this agreement, the Purchaser agrees to pay the Seller's reasonable attorneys fees in

addition to all other sums due to the Seller.

### 4) WAREHOUSING

If for any reason, the Purchaser decides the repair work cannot take place at the time originally agreed upon, all parts and materials received for this work will be placed in storage as required. All such storage and handling charges are to be at the Purchaser's expense. All costs involved for these parts or materials shall be due under standard payment terms at this time.

### 5) LABOR

All field repair technicians employed by the Seller are non-union. The Seller assumes no responsibilities for labor disputes, loss, damage, or delays arising from our performance of the work we have been contracted to do. In the event of lost time or additional costs arising from labor disputes, these costs will be charged to the Purchaser at the prevailing standard rates.

### 6) WARRANTY

The Seller will repair or replace, at its option, defects in workmanship or material developing within 90 days from date service was performed provided the Seller receives immediate notice of such defects in writing or by fax and such claims are substantiated by the Seller's inspection department. Correction of such defects by repair or replacement shall constitute fulfillment of this guarantee. All parts or component equipment not manufactured by the Seller is limited in warranty to that offered by its respective manufacturers. Freight on returned parts or component equipment to its respective manufacturer will be the responsibility of the Purchaser. The guarantee will not be applicable unless the equipment has been properly cared for and operated under normal conditions. The Seller has no liability

for repairs made by others without prior written consent of the Seller.

### 7) LIABILITY

Anything in this agreement to the contrary notwithstanding, it is agreed between the Purchaser and Seller that, whether by breach of contract, breach of warranty, or otherwise. Seller's liability is exclusively limited to repairing or replacing, at its option, defective parts or component or non-conforming parts or component equipment or parts thereof. In no event shall the Seller be liable to the Purchaser for any incidental or consequential damages as same as defined in sections 2-715 of the Uniform Commercial Code.

### 8) ACCESS TO EQUIPMENT

Access to equipment will be provided by the Purchaser. In the event this is not possible, the Seller can provide necessary equipment to perform the work. Any charges incurred for special equipment will be paid by the Purchaser.

### 9) FREE AND CLEAR WORK AREA

The immediate area around the job site shall be kept free and clear of objects that could hinder the progress of repairs. All forklift or personal traffic shall be kept out of this area. The Seller assumes no liability for damage to equipment or personal injury to anyone inside this designated area immediately beneath the equipment or the area adjacent to the equipment.

### 10) PERMITS, BONDS, LICENSES

Permits, bonds, and contractor license fees, if required, are not included in any proposal unless stated in the proposal.

### 11) CHANGES AND ALTERATIONS

Changes and alterations in the repairs or servicing of equipment requested by the Purchaser after a proposal becomes an order will require renegotiation for possible changes in the order amount. Changes required

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*Terms and conditions of sale for all installation, repair and inspection proposals presented by Uesco Industries, Inc. its distributors, representatives and/or agents.*



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due to improper location of adjoining equipment, building openings or members caused by others, or from improper information furnished to the Seller by the Purchaser for layout or quotation purposes shall be paid for by the Purchaser. Adjustment for these changes shall be made on a time and material basis.

### 12) OBSTRUCTIONS

Obstructions and/or interruptions to the work are not provided for in this proposal. Should they occur, time lost will be charged for at prevailing standard rates.

### 13) ADDITIONAL REPAIRS

During the performance of the repairs covered by this proposal, it may be revealed that additional repairs to a related component or sub-assembly are also required. These conditions will be brought to the attention of the Purchaser at this time. Additional repairs to these related components or sub-assembly will not be performed until authorized by the Purchaser. If these additional repairs are not performed, the Seller reserves the right to determine what effect, if any, this may have on the warranty covering the original repair.

### 14) SPECIFIC REPAIRS

After the completion of repairs to a specific component or sub-assembly of the equipment, the warranty extends to that specific repair covered on the invoice and proposal, if present. The Seller is not responsible for the condition or reliability of the complete equipment and system of operation.

### 15) FIELD ADJUSTMENTS

After the completion of certain field repairs, concerning primarily motor brakes, load cables and soft-start devices for travel motions, field adjustments under load are required for the proper operation of the equipment. The test load for these adjustments shall be furnished by the Purchaser. Some of the above

devices require a break in period after which further adjustment may be required. Additional adjustments to these devices are not included in this proposal and would be charged at prevailing standard rates.

### 16) UTILITIES

It will be the responsibility of the Purchaser to have electrical power available within a reasonable distance of the job site. Power requirements are 230 or 460/3/60 and 110/1/60.

### 17) POWER LOCKOUT

In the case of multiple cranes on a common runway, our service technicians will attempt to repair or inspect only the piece of equipment requiring this service provided there is no danger to the personal safety of our service technician in this work area. In the event the service technician determines this other activity to present a personal safety hazard or a hazard to the performance of the work, we reserve the right to lock out the power supply to the main conductors on this runway, shutting down all equipment until the work is completed. If this is not possible because of production schedules or for any reason, we reserve the right to pull off the job until these conditions can be met. Any additional costs incurred due to return visits to the site or overtime hours will be charged at prevailing standard rates.

### 18) TECHNICAL OPINION

From time to time when present at the job site, our service technicians are asked their opinions as to serviceability or reliability of the equipment under repair. These statements are strictly the opinion of the service technician and do not represent the views, position or policy of the Seller. The Seller extends no warranty as to fitness or reliability of the equipment based on these opinions.

### 19) PARTIAL INVOICING

The Seller reserves the right to invoice labor, parts, and materials toward a particular job on a weekly basis even though the job is not completed. These invoices will be due under standard terms of payment at this time.

### 20) ERRORS

The Seller reserves the right to correct all typographical or clerical errors, which may be present in the prices or specifications in this proposal.

### 21) CANCELLATION

Cancellation of this proposal after acceptance can be made only with the Seller agreeing in writing. In the event of cancellation or suspension of repairs to the equipment at the Purchaser's request. The Purchaser agrees as a cancellation charge, to reimburse the Seller promptly for all expenditures for parts and materials, used or appropriated, labor and engineering, selling, and general and administration expenses incurred in connection with such repairs so far as it has been completed, and the contemplated normal profit on these items in accordance with invoices to be rendered by the Seller for extraordinary costs and other expenses attributable to such suspension or cancellation.

### 22) TERMS

Our standard terms of payment are net 30 days subject to the approval of our credit department or as stipulated in this proposal. Purchaser agrees to pay Seller 1.5% per month on any balance remaining unpaid after the due date.

### 23) OSHA:

Uesco Industries, Inc. will sincerely endeavor to inspect and repair equipment to meet the technical requirements of the latest edition of OSHA Industry Standards. However, sole authority to determine compliance rests with the inspecting agency and responsibility for field changes of equipment, to meet different interpretations, are the users.