

## **BRADLEY LIFTING CORP. STANDARD TERMS AND CONDITIONS OF SALE**

All sales by Bradley Lifting Corp. are subject to the following terms and conditions. All proposals, quotations or acknowledgments issued by Bradley Lifting Corp. are an offer to sell products or services pursuant to these terms and conditions. Bradley Lifting Corp. objects to any additional or different terms contained in any documentation submitted by Customer. Bradley Lifting Corp.'s acceptance of any order is contingent upon Customer's assent to these terms and conditions. No waiver or modification of these terms and conditions shall be binding on Bradley Lifting Corp. unless authorized in writing by Bradley Lifting Corp.

**PRICES/TAXES.** Prices are subject to escalation in the event of an increase in material related costs. The minimum charge for any order will be \$75. Unless otherwise stated or agreed, Bradley Lifting Corp.'s prices do not include freight charges or sales, use, duties or similar taxes or fees.

### **PAYMENT TERMS.**

#### *Sales within North America:*

Standard payment terms are Net 30 days for creditworthy customers. For all orders greater than \$100,000, progress payments will normally be required as specified in the quotation.

#### *Sales outside North America:*

Unless otherwise agreed, all export sales made outside of North America are made on the condition that prior to shipment the Customer open an irrevocable letter of credit under terms and conditions acceptable to Bradley Lifting Corp. or establish satisfactory credit with Bradley Lifting Corp. At Bradley Lifting Corp.'s option, export orders may be subject to special export payment terms and quotations. For all orders greater than \$100,000, progress payments will normally be required as specified in the quotation. All payments must be in U.S. dollars. If an open account Customer fails to make full and timely payment, Bradley Lifting Corp. may defer shipment of other orders, or may cancel all or any part of any unshipped order until such payment is made.

**LIMITED WARRANTY.** New products sold by Bradley Lifting Corp. will conform to the applicable Bradley Lifting Corp. product specifications or any Customer specifications agreed to in writing by Bradley Lifting Corp. and will be free from defects in material and workmanship under normal use, service, and environmental conditions for one year from the date of start-up or eighteen months from the date of shipment of the product, whichever occurs first. Bradley Lifting Corp. only warrants that the services or repairs performed by Bradley Lifting Corp. on Customer's product will be of good and merchantable quality, free from defects in materials and workmanship, and comply with applicable standards governing the repair of such products for one year from the first use of the product after service or repair or 18 months from date of shipment, whichever occurs first. For products not originally manufactured by Bradley Lifting Corp., Bradley Lifting Corp. makes no warranty that the design of the product either before or after alteration, repair, or modification complies with applicable design standards for such products. Customer is responsible for inspecting and testing such products in accordance with applicable safety standards after alteration, repair, or modification by Bradley Lifting Corp. Should Customer elect not to implement the full scope of repairs or services recommended by Bradley Lifting Corp., Bradley Lifting Corp. makes no warranty and assumes no liability for any subsequent failure of such item, part or assembly. Bradley Lifting Corp. makes no other warranty, express or implied, **INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The above Limited Warranty shall not apply to (1) any Customer supplied part or material; (2) Customer parts which are inspected by Bradley Lifting Corp. and returned without service or repair; or (3) any product that has been subjected to misuse, neglect or accident.

**REMEDY FOR BREACH OF THE LIMITED WARRANTY.** Bradley Lifting Corp. will repair or replace any defective product or  
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re-perform repairs or service on any item, part or assembly that was defectively performed. If the defective product or service cannot be replaced or repaired within a reasonable period of time, Bradley Lifting Corp. will provide a credit adjustment based on the purchase price of the product or cost of repair. Repair or replacement of defective products or services shall be Bradley Lifting Corp.'s sole liability for breach of this Limited Warranty.

**LIMITATION OF LIABILITY.** Bradley Lifting Corp.'s liability for a claim of any kind arising out of the manufacture, sale or use of any Bradley Lifting Corp. product or service shall in no case exceed the purchase price paid by Customer. In no event shall Bradley Lifting Corp. be liable to Customer for any special, indirect, incidental or consequential damages, however caused, arising from the sale of products or services pursuant to this Agreement.

### **DELIVERY/FORCE MAJUERE.**

All sales are FCA, Bradley Lifting Corp.'s plant, York, Pennsylvania, USA (INCOTERMS 2000), unless otherwise agreed in writing. Title to goods shall transfer to Customer at the point of shipment. For all orders, delivery dates are estimates and are predicated on conditions existing at the time made. Bradley Lifting Corp. shall have no liability for shipment delays, breach of contract obligations, or damage to customer furnished material that result from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of Bradley Lifting Corp. Acceptance of goods upon delivery shall be a waiver by Customer of any claim for damages on account of delays in delivery or performance.

**CANCELLATION, SUSPENSION OR DELAY.** Customer may cancel an order upon written notice to Bradley Lifting Corp. and payment of an agreed upon cancellation charge, which shall include all costs incurred by Bradley Lifting Corp. prior to the cancellation plus a reasonable profit. A purchase order may be suspended or delayed by Customer with Bradley Lifting Corp.'s prior written consent. If Bradley Lifting Corp. agrees to a suspension or delay, Customer shall reimburse Bradley Lifting Corp. for all costs incurred up to the date of such suspension or delay, plus a reasonable profit. All other costs related to and risks incidental to storage, disposition and resumption of work shall be borne by Customer.

**CHANGES.** Approval of manufacturer's general arrangement drawing will constitute acceptance of the handling method and authority to manufacture. It is the responsibility of the Customer to ensure that the objects lifted during service are within the limits of size, shape, weight, configuration, strength, surface condition and temperature as stated in the original proposal. If Customer requests a change in a specification or design relating to any ordered product or any other modification or alteration to the order, the delivery schedules may be revised as necessary and an equitable adjustment may be made in the price if warranted. Alterations to the method of operation, design or construction of this equipment are at the user's risk unless authorized in writing by Bradley Lifting Corp.

**CUSTOMER'S PROPERTY.** Prices and delivery of products for which the Customer furnishes material, patterns or tools are based on these items being received within the agreed time and in the

quantities and conditions specified. Bradley Lifting Corp. assumes no liability or responsibility for loss or damage, from any cause whatsoever, to Customer owned materials or parts delivered to Bradley Lifting Corp. for processing.

**BRADLEY LIFTING CORP.'S PROPERTY.** All drawings, designs, technical documentation, blueprints, patterns, dies, molds, or tools owned by Bradley Lifting Corp. and used in connection with this contract shall remain the exclusive property of Bradley Lifting Corp.

**INDEMNITY.** Bradley Lifting Corp. will defend and indemnify Customer from any claims for bodily injury or death arising out of the use of the products or services provided by Bradley Lifting Corp. under this Agreement that occur as a result of the sole negligence or willful misconduct of Bradley Lifting Corp. In no event shall Bradley Lifting Corp. be liable under this provision for claims arising out of the noncompliance with applicable safety standards, negligence or willful misconduct of Customer or its employees or agents.

**PATENT INDEMNITY.** Unless the design or specification for the product is being furnished by Customer, Bradley Lifting Corp. will defend any suit or proceeding brought against Customer which alleges that Bradley Lifting Corp.'s products, when employed in the manner intended by Bradley Lifting Corp., constitutes an infringement of any previously issued US patent, provided that Bradley Lifting Corp. is notified promptly in writing of the claim and given authority, information and assistance for the defense of same. Bradley Lifting Corp. shall pay all damages and costs awarded against Customer as a result of such claim. If the product is held to constitute an infringement and its use in the manner intended by Bradley Lifting Corp. is enjoined, Bradley Lifting Corp. shall, at its expense, procure the right to continue using the product; replace it with non-infringing product; modify it so it becomes non-infringing; or remove it and refund the purchase price. In no event will Bradley Lifting Corp. be liable if the infringement is based on the use of the product for a purpose other than that for which it was sold by Bradley Lifting Corp. or based on a combination of the product with other products.

**ASSIGNMENT.** Customer may not assign the contract between Bradley Lifting Corp. and Customer without the prior written consent of Bradley Lifting Corp.

**GOVERNING LAW.** The relationship between Customer and Bradley Lifting Corp. shall be governed by the laws of the State of Pennsylvania, United States of America. The provisions of the Uniform Commercial Code as adopted by the State of Pennsylvania, and not the United Nations Convention on Contracts for the International Sale of Goods, shall apply.

**DISPUTE RESOLUTION.** All claims or disputes of any kind arising out of the relationship between Customer and Bradley Lifting Corp. shall be finally settled by arbitration in York, Pennsylvania, USA, under the Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said Rules applying these Terms and Conditions of Sale and consistent provisions of the laws (except conflict of law rules) of the State of Pennsylvania, USA. The language to be used in the arbitration proceeding shall be English. The prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

**EXPORT CONTROL.** In the event that U.S. or local law requires export authorization for the export or re-export of any Bradley Lifting Corp. product or associated technology, no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date. In the event that any required export authorization is denied, Bradley Lifting Corp. will be relieved of any further obligation relative to the sale and/or license and delivery of the product(s) subject to such denial without liability of any kind relative to Customer or any other party. Bradley Lifting Corp. will not comply with boycott related requests except to the extent permitted by U.S. law and then only at Bradley Lifting Corp.'s discretion.