

TERMS

1. **ACCEPTANCE.** This quotation is an invitation for an offer and is tendered by Buyer for acceptance by Seller (Lift Power, Inc.). It shall become a binding contract only when accepted by the General Manager or General Sales Manager at the offices of Seller's sales and service office stated herein. Upon said acceptance, the contract shall be effective after and shall survive (i) delivery of the equipment ordered hereunder and (ii) the signing of any additional security agreement relating to said equipment. If the terms hereof conflict with any such security agreement, the terms of the latter shall control.

2. **SHIPMENT.** Unless otherwise specifically agreed, all prices are for material packed for domestic shipment and for delivery F.O.B. factory. Shipping dates are approximate and contingent upon prompt receipt of all necessary information. All risk of loss shall be upon the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination. Freight rates quoted to Buyer prior to shipping are estimates only and it is agreed that final charges levied by the carrier will be determined at the time of shipping and satisfaction thereof will be the sole responsibility of the Buyer.

3. **GENERAL.** These terms and conditions shall be the complete and exclusive terms and conditions applicable to the agreement between Lift Power, Inc. and Buyer. Lift Power, Inc. shall not be bound by Buyer's Terms and Conditions unless expressly agreed to in writing. In the absence of written acceptance of these Terms and Conditions by Buyer, either acceptance of or payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by these Terms and Conditions. PE stamped drawings, analysis, or permitting are not included within the scope of work between the parties except when expressly included in the Quote terms or otherwise agreed to in writing by Lift Power, Inc.

4. **PRICES.** Prices quoted are based on present costs. Such prices are subject to increase by Seller at any time prior to delivery for all or any portion of the equipment on order for scheduled delivery more than three (3) months from order date, in the amount necessary to cover Seller's increased costs applicable thereto. Prices quoted include, if applicable, the current steel surcharge which is subject to change up to two weeks prior to delivery.

5. **PAYMENT.** Payment shall be net 15 days date of shipment unless otherwise agreed to in writing. Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof. Production, shipment, and delivery shall at all times be subject to the approval of Lift Power Inc.'s credit department. Lift Power, Inc. reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Lift Power, Inc. in its discretion at any time doubts Buyer's financial responsibility, Lift Power, Inc. shall have the right to decline to make shipments except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Lift Power, Inc.

6. **TAXES.** The amount of taxes stated on the face hereof, if any, is approximate only. Buyer is liable for the full amount of all taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefor.

7. **SECURITY INTEREST AND DEFAULT.** Seller shall retain a security interest in the equipment delivered hereunder until the total selling price, including taxes, delivery and other charges, is paid in full by Buyer. Buyer agrees to sign and deliver to Lift Power, Inc. any additional security agreement required by Lift Power, Inc.

If Buyer shall fail or refuse to accept delivery of the equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this Agreement, Seller may retain the cash deposited or paid to it and the equipment accepted by it on account of the sale price, if any, and apply the same toward payment of its damages. If equipment ordered has been delivered to Buyer by Lift Power, Inc. at the time of default, Lift Power, Inc. may declare the full amount due and payable without notice or demand and may repossess the equipment. Repossession and disposition of equipment, and suit for any deficiency, shall be pursuant to applicable laws. The remedies provided herein in favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in Seller's favor existing at law or in equity.

8. **INSTALLATION.** If installation is included within the scope of work, Buyer shall ensure that all areas are free and clear of obstruction prior to install. All equipment for installation shall be provided by Lift Power, Inc. unless otherwise expressly stated in the Quote. All work in support of installation shall be performed on a weekly basis Monday through Friday between the hours of 8a.m.- 5p.m. only. If work in support of installation is suspended or paused because of change(s) in layout, customer delays, requests outside the original scope of work, or due to the delays of other construction or work crews then Buyer agrees to additional charges which shall include but not limited to reimbursement to Lift Power, Inc. in the amount necessary to compensate Lift Power, Inc. for the actual costs incurred by such delay(s). If installation is included within the scope of work, it will be completed at standard installation tolerations to be determined in the sole discretion of Lift Power, Inc., unless specific tolerance levels are identified in writing in the Quote Terms or Scope of Work. Buyer shall inspect the installation within 30 days of confirmation in writing by Seller that the installation has been completed ("Confirmation"). Buyer will be deemed to have accepted the Installation unless it notifies Seller otherwise in writing within seven (7) days of the inspection or within thirty (30) days of Confirmation, whichever is later.

9. **WARRANTY.** Seller makes no representations or warranties with respect to any third-party services or product including but not limited to any warranty of merchantability, warranty of fitness for a particular purpose, warranty of title, or warranty against infringement of intellectual property rights by a third party.

10. **DELAYS.** Seller shall not be liable for loss or damage due to delay in delivery. Installation, or manufacture, resulting from any cause beyond Seller's reasonable control, including but not limited to, compliance with any regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of the Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, pandemics, war, riot, delays in transportation, or inability due to causes beyond the Seller's reasonable control to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources; and any delays resulting from any such cause shall constitute a waiver of all claims for damages by Buyer. In no event shall the Seller be liable for special or consequential damages.

11. **CANCELLATION.** Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement in writing as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by Seller, and Buyer shall indemnify and hold harmless Seller against any loss and damages resulting therefrom, including but not limited to attorney fees and expenses, attributable to or arising out of Buyer's termination.

12. **APPLICABLE LAW, SUBMISSION TO JURISDICTION.** The rights and obligations of Seller and Buyer under any order placed pursuant hereto shall be governed by the laws of the state of Georgia. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Georgia in each case located in the City of Savannah and County of Chatham, and Buyer irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

13. **TITLE TO THE GOODS** herein described shall not pass to the buyer until the purchase price has been paid in full. In the event of nonpayment within sixty days after delivery, Lift Power, Inc. reserves the right to repossess said goods and to charge a reasonable sum for the use thereof during the period from delivery to repossession.

14. **ENTIRE AGREEMENT AND SEVERABILITY.** The provisions hereof are intended by Buyer and Seller as a final expression of their agreement and are intended also as a complete and exclusive statement of all the terms applicable to Buyer's order. No waiver, modification or addition to any of the terms hereof shall be binding on Seller unless made in writing by the General Manager or the General Sales Manager at Seller's office as stated herein. In the event of conflict between Buyer's purchase order and the terms hereof, the latter shall control. If any provision herein is invalid or unenforceable in any jurisdiction, such unenforceability shall not affect or invalidate any other provision of this agreement or render unenforceable such provision in any other jurisdiction.