



Terms and Conditions of Sale

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1. Prices

Prices quoted are F.O.B. point of shipment, unless otherwise specified, are based upon our understanding of your requirements and specifications, and are subject to change or withdrawal without notice.

2. Terms of Payment

Unless otherwise specified, payment for all sales shall be due net 30 days from date of invoice, subject to credit approval at time of shipment. In the event Seller's Credit Department shall have any doubt as the Buyer's financial responsibility, Seller reserves the right to make shipments hereunder only upon receipt of cash payment prior to shipment or of satisfactory security for payment of the purchase price.

3. Delivery

Delivery dates set forth herein are approximate. Seller shall not be liable for any delay in or failure of delivery due to causes beyond its reasonable control, including without limitation, acts of God or public authority, including, without limiting the generality of the foregoing, acts or omissions of any custom or border officers, act of the Buyer, fires, labor disturbances, floods, extreme weather conditions, accidents, war, insurrection or riot, civil or military authority, freight embargoes, failures of and delays by carriers, shortages of material or manufacturing facilities, or delays of a supplier or subcontractor due to causes beyond its control.

4. Cancellations

Any cancellation request must first be reviewed with the Seller to determine the applicable restocking charge. Cancellation of special customer-engineered products is subject to all costs incurred by the Seller including labor, materials, engineering and administrative costs.

5. Taxes

Sales taxes payable by Buyer, which are presently or may hereafter be imposed by any taxing authority, are not included in the quoted sales price; any direct or excise tax which may hereafter be imposed by any taxing authority upon the manufacture, sale or deliver of articles covered hereby, or any increase in rate of any such tax now in force, shall be added to the purchase price of such articles and shall be paid by the Buyer. If not collected at the time of payment of sales price, Buyer will hold Seller harmless. On sales to United States customers only, quoted sale price includes both duty and brokerages fees, unless otherwise specified.

6. Permissible Variations

- (a) Material shall be within the limits, conforming to standard practices in the industry by the Seller.
- (b) Seller reserves the privilege of shipping overages or underages in accordance with Seller's standard practices.

7. Default in Payment

In case Buyer shall fail to make payments on any contract resulting herefrom or any other contract between Buyer and Seller in accordance with Seller's terms, the Seller may defer further shipments until such payments are made or may, at its option, cancel unshipped balance.

8. Warranties

Lift Technologies, Inc. warrants its products to conform to published specifications as found in its quotations, specification sheets, brochures and price lists.



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Lift Technologies, Inc. new products: Consisting of masts and carriages are warranted for 12 months following the date of installation or 2,000 hours of use or 18 months from the date of shipment from Lift Technologies, Inc. whichever comes first. Service parts are warranted for 12 months from date of purchase.

What Lift Technologies, Inc. will do: Lift Technologies, Inc. will repair or replace, at its option, any part that a Lift Technologies, Inc. inspection reveals to be defective in materials or workmanship.

What customers must do: To preserve Lift Technologies, Inc.'s warranty, customers must carefully follow applicable Lift Technologies, Inc. Installation Instructions and Service Manuals when maintaining and operating Lift Technologies, Inc. equipment. In the instance of a claim, the customer must supply the item in question along with the mast I.D. number for review and exchange to avoid any cost incurrence. Should the customer need immediate replacement, the customer will purchase the part with shipping to be reimbursed when the part is returned and determined to be a manufacturing defect within 30 days after receipt. Customers must obtain Lift Technologies, Inc. prior authorization for use of rentals and repairs other than removal or replacement of defective parts. Unauthorized use of rentals, repairs or alterations, use of parts not provided by Lift Technologies, Inc., or failure to follow Lift Technologies, Inc. Installation Instructions or Service Manuals will result in loss of warranty.

For information: on warranty, installation or service, contact Lift Technologies, Inc. at 864-647-1119.

Exclusions: Lift Technologies, Inc. does not warrant that its products will perform any particular task. Lift Technologies, Inc. assumes no responsibility for loss, damage or injury to persons or property, or for consequential damages, resulting from the possession or use of its product. Lift Technologies, Inc.'s warranty does not cover wear, tear, abnormal applications, unauthorized modifications, damage due to unapproved attachments, normal or scheduled maintenance. **THERE ARE NO WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WHICH EXTEND BEYOND THOSE STATED IN THIS WARRANTY AND THE PRODUCT DESCRIPTION ON THE FACE OF LIFT TECHNOLOGIES, INC.'S ORDER ACKNOWLEDGEMENT.**

9. Consequential Damages

In no event shall Seller be liable for consequential damages arising out of a delay in or failure of delivery, defects in material and workmanship and/or failure of goods to conform to applicable specifications, drawings, blueprints, or samples set forth or described herein, if any, or a breach by Seller or any other terms or obligation of Seller under the contract resulting herefrom.