

## STANDARD TERMS AND CONDITIONS



All goods sold by Milwaukee Crane & Equipment, hereinafter known as MCE, are expressly subject to the terms and conditions set forth below. No additional terms or conditions set forth in a purchase order or any other similar communication shall be binding upon the parties, unless agreed to in writing by an officer of MCE. In the absence of a written acceptance of these terms and conditions of sale by purchaser, shipment of any of the products covered by the order shall constitute an acceptance of these terms and conditions. This document shall constitute the total agreement between parties. In no event shall any oral agreement between parties supersede or take priority over written terms and conditions of this document.

**WARRANTIES AND DISCLAIMERS:** All parts and merchandise sales are "as is" (excluding Fabricated Material Handling Equipment labeled "Milwaukee Crane and Equipment" covered by SPECIAL CONDITIONS OF PROPOSAL/SALE OF STANDARD LIFTING EQUIPMENT AND COMPONENTS below). These materials, sold by MCE, are the products of others. Goods are sold only with such warranties as may be extended by the manufacturer. It is agreed that there are no other warranties and specifically no implied warranties of merchantability or fitness for a specific purpose. Purchaser is responsible for installation and use in accordance with manufacturer's instructions. MCE agrees to use reasonable efforts to help Purchaser obtain from each manufacturer, in accordance with each manufacturer's warranty, the repair or provision of replacement products, or components of products, that may prove defective in material or workmanship. That obligation shall constitute the sole obligation of MCE, and Purchaser's sole remedy against MCE, with respect to any defective or nonconforming materials.

**LIMITATION OF LIABILITY:** MCE shall not be liable to Purchaser or any other party for any consequential, incidental, or special damages of any kind, including but not limited to labor charges or lost profits, under any circumstances. In all events, MCE's maximum liability for all claims or set of related claims arising from a purchase shall be the purchase price of the materials found to be defective, non-conforming, or otherwise not provided in accordance with MCE's obligations. If only a replaceable component of any item is defective or non-conforming, MCE's liability is limited to the cost of a replacement or reasonably allocated portion of the purchase price of any relevant component part or parts, whichever is less.

**PRICE:** Prices for items on which MCE has submitted a WRITTEN quotation will be firm for the duration and terms stated on the quotation, not to exceed 30 days. Prices on all other items are subject to change without notice, and the price in effect at the time of shipment shall prevail. **Prices do not include incoming freight on non stock items.** Prices do not include any sales or similar taxes, and such taxes shall be billed as a separate item, and paid by the Purchaser.

**FREIGHT:** Unless otherwise noted, all sales are made F.O.B. point of shipment and in all cases, title shall pass upon delivery to the carrier at the point of shipment and thereafter all risk of loss or damage shall be upon the Purchaser. Any references to freight in a quotation are an estimate. MCE is not responsible for any differences that may occur between freight estimates contained in the quotation and actual freight charges applicable at time of shipment.

**CANCELLATION:** Orders will be considered final on receipt of purchase order by MCE. Purchaser may cancel or change an order only if mutual agreement between MCE and original manufacturer may be reached and upon payment to MCE of reasonable and proper cancellation or change charges required by manufacturer.

**DELIVERY:** Delivery dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. All delivery dates will be calculated from the date of the acceptance of the order and/or final approval by Purchaser of any necessary blueprints, sketches, specifications, or information required for the identification or production of the order. MCE shall not be liable for failure to deliver or for delay in delivery or performance due to a cause beyond its reasonable control, including an act of God, act or omission of Purchaser, governmental intervention, fire, strike or other labor difficulty, civil disturbance, insolvency, or other inability of the manufacturer, delay in transportation, or other commercial impracticality

**RETURN POLICY:** Most non stock items are non returnable. Stock merchandise is defined as products regularly carried in inventory in normal stock quantities. Under no condition shall any goods be returned to MCE without prior written consent. Special order merchandise may only be returned when MCE's supplier approves the return and all restocking charges and related freight charges will be deducted from the applicable refund. All returnable merchandise must be in saleable condition with the original packaging intact and accompanied by an invoice or packing list. Machined or altered merchandise may not be returned.

**TERMS:** Net 30 days with approval of MCE's credit department, unless otherwise agreed in writing, or noted on invoice. All non credit customers must make other payment arrangements prior to shipment of their order. Special order items, items equaling more than agreed credit terms, and items ordered by non credit customers will incur a deposit before order placement of no less than 20% and up to full purchase price, not including freight.

### SPECIAL CONDITIONS OF PROPOSAL/SALE OF: STANDARD LIFTING EQUIPMENT AND COMPONENTS (Including Engineered Products and Modernizations)

The following are conditions of proposal/sale unless otherwise stated directly in proposal/sale:

- Standard Equipment terms are: 30% down, 60% midpoint, 10% at time of shipment, ON APPROVED CREDIT.
- Purchaser is responsible to verify that the building structure, footings/foundation, and power source and delivery system are properly designed for the proposed equipment and meet all applicable specifications and codes.
- If the customer is unable to receive shipment upon our readiness to ship, the customer shall bear the cost of storage and or demurrage charges, and must maintain payments per the original schedule.
- Runway beams and/or rails (if existing or not installed by MCE) must be within the span, straightness and elevation tolerances specified in CMAA (chart available on request) MCE will not warranty, or guarantee the proper functioning of equipment installed on a non-compliant runway.
- This proposal is based on standard industrial environment (ambient temperatures of 14 - 104° F, less than 5000 ft altitude, no explosive or corrosive environments, no excessive vibration, dust, humidity, etc.) unless specified in the quote.
- Power supply shall be per CMAA requirements and +/- 10% of nominal incoming power supply and free of excessive transients.
- If the runway electrification system is not being provided per this proposal, the pricing of the collectors will be based on an assumed standard system.
- Variable frequency drives will be programmed "2-speed infinitely variable".
- Any necessary permits requirements will be the responsibility of the purchaser, including third party inspections.
- The paint colors of supplied major components may not be the same.
- Individual electrical components will carry UL or CSA approval. Complete panel approval is optionally available.
- Additionally, if installation is included/offered

Installation pricing is based on the following:

- Start-up and load test are not included in installation price.
- Work will take place during regular hours (M-F 7am to 3:30pm) using non-union, straight time labor.
- The installation will take place in one continuous mobilization, not requiring multiple trips by our technician(s).

The Customer shall:

- Insure that the installation location is accessible by semi-flatbed trailers and mobile cranes. (i.e. paved roads to building, doors/opening of sufficient size, etc.)
- Insure that sufficient overhead clearance exists for the lift crane(s) boom tip without need to dismantle or modify the roof structure.
- Provide a safe installation environment, free of extreme conditions. (i.e. excessive heat/cold, fumes, etc.)
- Provide free and clear access to a reasonable area at assembly/erection location on which to assemble the crane and stage the lift. This area shall be level and have concrete or compacted dirt floors that will support the mobile cranes, semi-trailers, etc. without the need for load mats.
- Insure that electrical power per above requirements is available.
- Be responsible for the abatement and/or disposal of hazardous or contaminated materials (including, but not limited to, lead paint, asbestos wire, lubricants, etc.)

The following may result in additional charges to the Customer:

- Failure to provide items/conditions above.
- Delays due to the purchaser (or its contractors), which result in additional costs to MCE (labor, rentals, additional trips, storage or re-handling of material/equipment, etc.)
- Any field work completed at the request of the purchaser beyond the proposed scope.

THE ABOVE MCE WARRANTIES REPRESENT THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY MCE TO THE PURCHASER WITH RESPECT TO THE GOODS AND/OR SERVICES PROVIDED UNDER THE QUOTATION AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.