

CRANETECH INC  
TERMS & CONDITIONS

**ACCEPTANCE OF ORDERS:** Prices quoted in proposals by Cranetech Inc hereinafter called the "Company" expire (30) days from date of submit. Upon written or verbal acceptance by the Purchaser, the Company will prepare "Order Acknowledgment" form, signed by an officer of the Company, and mail or fax to the Purchaser. The Company reserves the right to accept order on the basis of prices in effect at the time the order is received. Any additional or different terms proposed by Purchaser must be consented to by the Company in writing. All contracts shall be construed to the laws of the State of New York.

**CANCELLATIONS:** Cancellation may be made only with the Company's consent in writing. In event of cancellation, Purchaser shall be liable for all material, labor, engineering, manufacturing and administrative overhead incurred previously or thereafter by the Company. Minimum cancellation charge is \$350.00

**PRICING POLICIES:** All prices quoted are subject to change without notice. Prices quoted may be adjusted to include increases in costs between the date of the proposal and date of delivery.

**DELIVERY:** Unless otherwise specified, all shipments made by the Company are F.O.B. Company's factory, and the Company does not make any guarantee as to delivery at destination; all shipping dates are approximate only. Delivery dates are estimated from the date of Purchas order, with complete drawings, specifications, designs and other information required by the Company. The Company shall not be liable for delay in or failure to make delivery due to causes beyond its reasonable control such as strikes, fires, epidemics, acts of God, war, riot, unavoidable delays and the like or for any reason.

**DEMURRAGE:** If the Purchaser requests a delay in delivery and the Company agrees to such delay, Purchaser is subject to any demurrage and storage charges involved. Purchaser agrees that payment of these charges do not relieve Purchaser from fulfillment of any other obligations by Purchaser specified by the contract.

**ERECTION:** Unless otherwise stated by the Company in writing, the equipment shall be installed and erected at the expense of the Purchaser. If Company agrees to furnish supervisory service, it is agreed that such services are advisory and the Company will be held harmless from claims of any person or entity of any nature whatsoever. These supervisory people will be furnished at a quoted hourly rate per person per eight (8) hour day with time and one half for Saturday work or all hours in excess of an 8 how day and triple time for Sunday or holiday work. Purchaser will also be billed for all expenses incurred from the time the person leaves our facility until return, such as transportation, meals and lodging.

**CREDIT:** All orders are subject to credit approval. The Company may refuse shipment or cancel unfilled orders if the Purchaser is delinquent in any payment or the status of the account warrants it.

**TAXES:** The amount of any Federal, State or Municipal taxes applicable to the equipment covered by this order, shall be the responsibility of the Purchaser.

**RESPONSIBILITY:** No responsibility will be assumed by the Company for any charges or alterations made by the Purchaser nor for work done or expense incurred by the Purchaser in connection with repairs or replacements, except as authorized in writing by Cranetech.

**WARRANTY:** Cranetech Inc ("The Company") warrants "new equipment" for a period of one (1) year from date of s shipment that the described equipment will be sound, of high grade material, built in a workmanlike manner and will perform in accordance with its specified rating. The Company warrants "refurbished used equipment for a period of six (6) months from date of shipment, unless stated otherwise. This warranty is made in lieu of all other warranties, expressed or implied, oral or written, including merchantability and fitness for purpose. This Warranty shall extend only to the original Purchaser and not to any party which may acquire the equipment from the Purchaser, by any means. This Warranty if further subject to the conditions set forth and is limited to the following products:

- a. Parts that were incorrectly machined.
- b. Parts that were manufactured with discrepant material which caused premature wear or breakage.
- c. Parts that were incorrectly assembled.
- d. Equipment that was not furnished in accordance with the written sales order received form the Purchaser.

**THIS WARRANTY BECOMES NULL & VOID UNDER THE FOLLOWING CIRCUMSTANCES:**

- a. Equipment overload or abuse.
- b. Equipment alteration and/or replacement parts from other manufacturers.
- c. Use of any equipment in any manner or for any purpose not considered normal intended use.

The Company accepts no liability whatsoever for special or consequential damages caused to Purchaser or others.

Warning: Cranetech Inc material handling equipment is intended for industrial and other material handling applications. The design intent is for the proper use of the equipment, its operation and maintenance personnel. The equipment is not intended as a source of people transportation or entertainment.

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