

**TERMS AND CONDITIONS**

The following terms and conditions apply without exception to all sales by Custom Equipment LLC, a Wisconsin Corporation.

**SOLE TERMS:** No term or condition on Buyer's purchase order or any other instrument, agreement or understanding shall be binding upon Custom Equipment LLC unless agreed to in writing.

**1. PRICES:** All prices are quoted without consideration of taxes, and all taxes applicable to any order placed hereunder are additional and shall be paid by Buyer, in lieu, thereof, Buyer may furnish Custom Equipment LLC with exemption certificates acceptable to the taxing authorities. All prices are F.O.B., shipping point. All freight and shipping costs shall be the Buyer's responsibility. All applicable orders are subject to pricing adjustments resulting from pass along surcharges. Any price change resulting from a surcharge or an increase of Custom Equipment LLC cost may be made effective by Custom Equipment LLC without prior notice to Buyer and may be further adjusted periodically to reflect changes in surcharges to Custom Equipment LLC.

**2. PAYMENT:** Payment in full is due net within 30 days from the date of invoice, unless otherwise agreed upon by Custom Equipment LLC in writing prior to sale. A one and one-half (1 1/2%) per month service charge will be added to all accounts over thirty (30) days old. Buyer will be responsible for any reasonable collection charges, including attorney fees. We reserve the right to refuse shipping product to past due accounts.

**3. DELIVERY AND RISK OF LOSS:** Delivery dates are approximate. Buyer shall have the right to specify the date of delivery, but in no event shall the date be absolute, unless specifically agreed by seller in writing. Shipments shall be made F.O.B., shipping point, unless otherwise noted, with all risk or loss of damage to goods passing to Buyer upon delivery to carrier. It is the Buyer's responsibility to fully and properly inspect (PDI) the lift and to make all claims for loss or damage in transit to carrier immediately upon receipt of shipment. All claims of damage or shortage must be clearly documented on bills of lading at time of receipt and must be reported immediately to the carrier and Custom Equipment LLC.

**4. FORCE MAJEURE:** Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any government or governmental agency, strikes, fires, floods, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence.

**5. CANCELLATIONS:** Except as may be specified differently in writing, Buyer may for any reason terminate an order in whole or in part as provided in this section, which shall be no less than sixty (60) days in advance of requested delivery date. Product scheduled for shipment within thirty (30) days cannot be rescheduled or cancelled. Product scheduled for shipment between thirty (30) and sixty (60) days may be rescheduled. If, however, product within the 30-60 day window is rescheduled, that quantity is then non-cancelable. Buyer shall, nonetheless, be liable for termination charges, which shall include (1) a price adjustment based on the quantity of goods delivered, (2) all costs, direct and indirect, incurred and committed for Buyer's cancelled order, (3) the full cost of all unique materials required for custom products, and (4) a reasonable allowance for prorated expenses and anticipated profits consistent with industry standards.

**6. WARRANTY:** THE FOLLOWING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE BY CUSTOM EQUIPMENT LLC. Custom Equipment LLC (CE) warrants its products to the original purchaser, against defects in material and/or workmanship under normal use and service for two (2) years from date of registered sale or date the unit shipped from the factory if not registered. CE further warrants the structural components manufactured, purchased, and installed by CE to be free from defects in material and/or workmanship for a period of five (5) years from date of registered sale or date the unit shipped from the factory if not registered. Batteries are warranted for ninety (90) days, and then pro-rated for the balance of the one (1) year warranty. Warranty claims within such warranty period shall be limited to repair or replacement, CE's option, of the defective part and labor to perform the necessary repair or replacement based on CE's Field Service Rate, provided the defective part in question is shipped prepaid to CE and after inspection is found to be defective. Use of other than factory authorized parts or components, misuse of equipment, or any other modifications to the original unit may void all warranties and liabilities. In no event shall CE be liable for any indirect, incidental, consequential, or special damage (including without limitation to loss of profits, loss of revenue, downtime, cost of substitute equipment, claims of a third party) whatsoever.

**7. DIRECTIONS FOR USE:** Due to the potential danger from the misuse of the goods sold under this agreement, it is agreed that our products, must be used pursuant to the manufacturing specifications and for the purpose stated in those specifications.

a. **Repair of damaged/defective products.** Shall be claimed by Warranty Claim Form, if applicable.

b. **Product Information.** Information regarding our product is enclosed. Manuals, Brochure.

c. **Modification of Products.** Any modification that becomes necessary must be designed and performed by a qualified engineer. We cannot be responsible for the structural integrity of the product or any costs incurred in modifications done without written approval.

**8. CONSEQUENTIAL DAMAGES:** In no event shall the company be liable for special, incidental, consequential or punitive damages, including, without limitation, damage to other property caused by any defect in this product, inconvenience, loss of goodwill, loss of profits or revenue, loss of use of this product, cost of substitutive products or modifications, downtime costs other equipment costs or claims of any party dealing with purchaser for such damages, resulting from the use of this product, or any other legal theory.

**9. CHANGE IN PRODUCT DESIGN:** Seller reserves the right at any time and without notice to change, discontinue or modify the design and construction of any of its products and to substitute material of equal or superior to that originally specified.

**10. APPLICABLE LAW:** This agreement shall be governed by Wisconsin Law and the Uniform Commercial Code.

**11. COMPLETE AGREEMENT:** This instrument contains the terms of the entire and only agreement between the parties hereto and any representations, affirmation of fact, and course of prior dealings, promise or condition in connection therewith if not incorporated herein shall not be binding upon Custom Equipment LLC. No waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by a specifically authorized representative of Custom Equipment LLC.

**12. HEADINGS:** The headings used in this Agreement are solely for the convenience of the parties and shall have no force or effect upon the interpretation of any provision hereof.