

## TERMS AND CONDITIONS OF SALE

1. **Prices:**

Unless otherwise specifically stated in the proposal, all prices are:

- a. FOB shipping point for orders within US and Canada; **Ex-Works Shipping point for all orders shipping outside of US and Canada.**
- b. Exclusive of transportation, handling, import/export duties or taxes, unloading at building, installation, supervision and erection costs all of which must be paid by Purchaser. **For orders shipping outside of US and Canada, price includes preparation for air or ocean freight and skid packaging.**
- c. Inclusive of two (2) Installation and Maintenance Manuals in English. If Manuals are required in a language other than English, purchaser agrees to provide translated versions at their expense.
- d. Shown in USD. Effective June 1, 2016, Canadian dealer pricing will be converted to Canadian dollars (CAD) at time of invoice. The conversion rate will be established by Gorbel® and is subject to change at any time before shipment of goods. Authorized users can obtain program details including the current exchange rate by logging into [www.gorbel.com](http://www.gorbel.com).
- e. Subject to change prior to acceptance of order by Gorbel.

2. **Terms:**

Payment is due in US dollars Net 30 days from shipping unless otherwise negotiated or as described in 1d above. Orders are subject to approval from Gorbel's Credit Department. Orders or account balances exceeding \$100,000.00, or accounts aged beyond terms will be subject to special credit terms which may include Letters of Credit, Deposits and/or progress payments. **Orders shipping outside of US and Canada require 50% down payment with order and the balance of the order value due prior to shipment. Payment via wire transfer can be arranged with the Credit Department at the time of order.**

3. **Acceptance:**

- a. This quotation is subject to acceptance within sixty (60) days;
- b. There are no agreements or oral understandings outside of this proposal;
- c. If acceptance of this proposal is evidenced by the issuance of purchase order, such order shall become a contract when accepted by Seller. If any of the provisions of such purchase order supersede, modify, add or detract from the terms and conditions of this proposal, the terms and conditions of this proposal shall govern.

4. **Delivery:**

- a. For shipments within United States and Canada: FOB shipping point, except as otherwise provided in the proposal; For shipments outside of United States: ExWorks shipping point.
- b. Seller shall not be liable for delay or failure of performance caused by war, fire, accident, act of God, strike, differences with workmen, government order or requirement, shortage of materials, transportation or other reason beyond its control.
- c. For shipments within North America, Product will be shipped via common carrier, unless noted on the purchase order. For shipments outside of North America, Product will be shipped via consolidated ocean freight unless noted on the purchased order.

5. **Taxes:**

No Sales, Use, Excise, Occupational Tax or other tax has been included in the contract price unless separately shown, and the purchaser hereby assumes and agrees to pay any of the above taxes.

6. **Limited Warranty:**

It is agreed that the equipment purchased hereunder is subject to the following LIMITED warranty and no other. Gorbel Incorporated ("Gorbel") warrants the manual push-pull Work Station Cranes, Jib Crane, Gantry Crane, and Tether Track products to be free from defects in material or workmanship for a period of ten years or 20,000 hours use from date of shipment. Gorbel warrants the Motorized Work Station Cranes and Jib Crane products to be free from defects in material or workmanship for a period of two years or 4,000 hours use from the date of shipment. Gorbel warrants the G-Force® and Easy Arm™ products to be free from defects in material or workmanship for a period of one year or 2,000 hours use from the date of shipment. Gorbel warrants the Gorbel GS Series Hoist products to be free from defects in material or workmanship for a period of two years from the date of shipment. Gorbel warrants the Ranger™ products to be free from defects in material or workmanship for a period of one year from date of shipment. This warranty does not cover Gantry Crane wheels or hoist wear parts. This warranty shall not cover failure or defective operation caused by operation in excess of recommended capacities, misuses, negligence or accident, and alteration or repair not authorized by Gorbel. No system shall be field modified after manufacture without the written authorization of Gorbel, Inc. Any field modification made to the system without the written authorization of Gorbel, Inc. shall void Gorbel's warranty obligation. OTHER THAN AS SET FORTH HEREIN, NO OTHER EXPRESS WARRANTIES, AND NO IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY GORBEL WITH RESPECT TO ITS PRODUCTS AND ALL SUCH

WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. GORBEL SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT FORESEEABLE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS AND ALL SUCH INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES ARE HEREBY ALSO SPECIFICALLY DISCLAIMED. Gorbel's obligation and Purchaser's or end user's sole remedy under this warranty is limited to the replacement or repair of Gorbel's products at the factory, or at the discretion of Gorbel, at a location designated by Gorbel. Purchaser or end user shall be solely responsible for all freight and transportation costs incurred in connection with any warranty work provided by Gorbel hereunder. Gorbel will not be liable for any loss, injury or damage to persons or property, nor for damages of any kind resulting from failure or defective operation of any materials or equipment furnished hereunder. Components and accessories not manufactured by Gorbel are not included in this warranty. Purchaser's or end user's remedy for components and accessories not manufactured by Gorbel is limited to and determined by the terms and conditions of the warranty provided by the respective manufacturers of such components and accessories.

**A. DISCLAIMER OF IMPLIED WARRANTY OF MERCHANTABILITY**

Gorbel and Purchaser agree that the implied warranty of merchantability is excluded from this transaction and shall not apply to the goods involved in this transaction.

**B. DISCLAIMER OF IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE**

Gorbel and Purchaser agree that the implied warranty of fitness for particular purpose is excluded from this transaction and shall not apply to the goods involved in this transaction.

**C. DISCLAIMER OF EXPRESS WARRANTY**

Gorbel's agents, or dealer's agents, or distributor's agents may have made oral statements about the machinery and equipment described in this transaction. Such statements do not constitute warranties, and Purchaser agrees not to rely on such statements. Purchaser also agrees that such statements are not part of this transaction.

**D. DISCLAIMER OF SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES**

Gorbel and Purchaser agree that any claim made by Purchaser which is inconsistent with Gorbel's obligations and the warranty remedies provided with Gorbel's products, and in particular, special, incidental and consequential damages, are expressly excluded.

**E. DEALER OR DISTRIBUTOR NOT AN AGENT**

Gorbel and Purchaser agree that Purchaser has been put on notice that dealer or distributor is not Gorbel's agent in any respect for any reason. Gorbel and Purchaser also agree that Purchaser has been put on notice that dealer or distributor is not authorized to incur any obligations or to make any representations or warranties on Gorbel's behalf other than those specifically set forth in Gorbel's warranty provided in connection with its product.

**F. MERGER**

This warranty agreement constitutes a final and complete written expression of all the terms and conditions of this warranty and is a complete and exclusive statement of those terms.

**G. PAINTING**

Every crane (excluding components) receives a quality paint job before leaving the factory. Unfortunately, no paint will protect against the abuses received during the transportation process via common carrier. We have included at least one (1) twelve ounce spray can for touchup with each crane ordered (unless special paint was specified). If additional paint is required, contact a Gorbel® Customer Service Representative at 1-800-821-0086 or 1-585-924-6262.

**7. Title and Ownership:**

Title to the machinery and equipment described in the foregoing proposal shall remain with Gorbel and shall not pass to the Purchaser until the full amount herein agreed to be paid has been fully paid in cash.

**8. Claims and Damages:**

Unless expressly stated in writing, goods and equipment shall be at Purchaser's risk on and after Seller's delivery in good shipping order to the Carrier. Gorbel shall in no event be held responsible for materials furnished or work performed by any person other than it or its authorized representative or agent.

**9. Cancellations:**

If it becomes necessary for the purchaser to cancel this order wholly or in part, he shall at once so advise Gorbel in writing. Upon receipt of such written notice all work will stop immediately. If the order entails only stock items, a flat restocking charge of 15% of the purchase price will become due and payable by Purchaser to Gorbel. Items purchased specifically for the canceled order shall be charged for in accordance with the cancellation charges of our supplier plus 15% for handling in our factory. The cost of material and/or labor expended in general fabrication for the order shall be charged for on the basis of total costs to Gorbel up to the time of cancellation plus 15%.

**10. Returns:**

No equipment, materials or parts may be returned to Gorbel without express permission in writing to do so.

Extra Charge Delay: If Purchaser delays or interrupts progress of Seller's performance, or causes changes to be made, Purchaser agrees to reimburse Gorbel for expense, if any, incident to such delay.

**11. Changes and Alterations:**

Gorbel reserves the right to make changes in the details of construction of the equipment, as in its judgment, will be in the interest of the Purchaser; will make any changes in or additions to the equipment which may be agreed upon in writing by the Purchaser; and Gorbel is not obligated to make such changes in products previously sold any customer.

12. **Third Party Action:**  
Should Gorbel have to resort to third party action to collect any amount due after thirty (30) days from date of invoice, the Purchaser agrees to pay collection costs, reasonable attorney's fees, court costs and legal interest.
13. **OSHA Responsibilities:**  
Gorbel agrees to fully cooperate with Purchaser in the design, manufacture or procurement of safety features or devices that comply with OSHA regulations. In the event additional equipment or labor shall be furnished by Gorbel, it will be at prices and standard rates then in effect, or as may be mutually agreed upon at the time of the additional installation.
14. **Equal Employment Opportunity:**  
Gorbel agrees to take affirmative action to ensure equal employment opportunity for all job applicants and employees without regard to race, color, age, religion, sex, national origin, handicap, veteran, or marital status. Gorbel agrees to maintain non-segregated work facilities and comply with rules and regulations of the Secretary of Labor or as otherwise provided by law or Executive Order.