



ELEVATOR SYSTEMS

2801 Township Line Road • Hatfield, PA 19440-0500 • (215) 799-2900 • (800) 962-3626

## STANDARD TERMS & CONDITIONS OF SALE

### 1) ACCEPTANCE OF THIS SALES AGREEMENT

Buyer acknowledges that its acceptance of this sales agreement (this "Agreement") shall be expressed and fully binding on Buyer by Buyer's acceptance or use of the goods and services covered hereunder.

### 2) WARRANTY

a) **Seller warrants that all furnished services will be performed in a workmanlike manner and that any equipment and components (the "Goods") provided hereunder shall be free from defects in workmanship and material for a period of one (1) year from date of shipment. Where Seller furnishes a complete Residential Elevator package (including complete hydraulic and hoistway systems, cabin, fixtures, and controller) the warranty period shall be extended for an additional one (1) year period. Seller's sole responsibility under this warranty shall be, at our option, to correct any defective service and to either repair or replace any component of the equipment found to be defective in workmanship or material.**

b) Warranty is conditioned upon Seller receiving written notice of claimed defect within the warranty period and a reasonable opportunity to test or inspect claimed defect.

c) Claims of incorrect parts or parts shortages must be communicated to Seller within ninety (90) days of receiving the Goods. Failure to do so will cause the Buyer to be responsible for replacement.

d) Responsibility of Seller is limited to repairing or replacing defective items, including reasonable transportation charges thereof. Warranty does not include and Seller will not bear any cost of repair or replacement for, damage or defect caused by or occurring in transit or shipment, improper installation; misuse, vandalism, or abuse, including exceeding rated capacities, exposure to or use in abnormal conditions of temperature, moisture, dirt, corrosive matter, etc.; neglect, lack of normal maintenance or repairs or tampering, modification or alterations not performed by Seller, or any cause beyond our control.

E) **THIS EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE**

### 3) DELIVERY & SCHEDULE

a) No project will be scheduled for production until **all** required approvals are received.

b) Both parties will agree to shipment date in writing.

c) Agreed shipping dates are approximate and are based upon prompt receipt of all necessary approvals, information, engineering data, etc..

d) The Seller shall not under any circumstances be liable for any special, indirect or consequential damages caused by delay in delivery, failure of performance or failure to manufacture.

e) The Seller shall not be liable for delay in delivery, failure of performance or failure to manufacture due to causes beyond its reasonable control, including but not limited to acts of God, acts of the Buyer, acts of civil or military authority, terrorism, priorities, fires, strikes, labor actions, floods, epidemics, quarantine restrictions, war, riots, delays or shortages in transportation, or any inability beyond its reasonable control to obtain necessary labor, materials, or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.



## ELEVATOR SYSTEMS

2801 Township Line Road • Hatfield, PA 19440-0500 • (215) 799-2900 • (800) 962-3626

### 4) PRICE, FREIGHT, TAXES, ETC.

- a) Price includes crating, if required, unless otherwise stated.
- b) Price does not include freight, sales, use or other taxes, custom duties or imports upon or arising out of the sale of shipment; all such to be borne by the Buyer or reimbursed to the Seller if advanced.
- c) Price is in U.S. Dollars, unless otherwise stated.
- d) Seller is not obligated to insure shipment in transit.
- e) Seller may choose and engage carrier as agent for Buyer unless Buyer otherwise instructs in writing prior to shipment.
- f) The parties agree that all purchases made from Seller are on a firm-fixed-price basis and all items and services provided by Seller are sold as commercial items. In the event that the goods or services to be provided as a result of acceptance of an offer are, in whole or part, to satisfy a U.S. government requirement and Seller is so notified, Federal Acquisition Regulation ("FAR") Part 12 only shall apply as specified herein."

### 5) CANCELLATION

- a) Cancellation of any order shall only be by mutual consent, in writing and conditioned upon payment to the Seller of its reasonable cancellation charges based on percentage of Agreement completed by Seller.

### 6) PAYMENT

- a) An engineering charge in the amount of 10% of the Agreement amount, as progress payment, will be invoiced upon completion of approval drawings. The remaining 90% will be invoiced upon shipment of merchandise. No provision for retainage applies.
- b) All payments are due no later than thirty (30) days after issuance of an invoice. Payment terms are subject to change at Seller's discretion based on payment history.
- c) In the event of any default in payment for any shipment under this Agreement or any other contract between the parties, or in the event that any insolvency proceeding or assignment for the benefit of creditors is begun by or against the Buyer; or in the event, in the Seller's sole discretion, that the Buyer is not a satisfactory credit risk; the Seller may, in addition to any other rights or remedies, cancel this Agreement or any other contract or portion thereof with the Buyer; and/or withhold further shipment on any or all of this Agreement or of such other contract with or without imposition of C.O.D. terms for further shipment or such other terms as the Seller, in its sole discretion may deem necessary. Any such action by the Seller shall not release the Buyer from liability for any of the Seller's losses, expenses or damages incurred (which shall include, but not be limited to, liability for Goods engineered or fabricated by Seller, but not shipped; and storage charges thereon; and any obligations incurred by the Seller to subcontractors, suppliers, etc., in connection therewith.)
- d) Seller reserves the right to discontinue work if not paid within seven (7) days from the date when payment is due. Seller, at its discretion, may cancel this Agreement or any other contract or portion thereof with the Buyer and/or withhold further shipment on any or all of this Agreement or of such other contract with or without imposition of C.O.D. terms for further shipment or such other terms as the Seller, in its sole discretion may deem necessary. Seller will be discontinue work until payments shall have been made as agreed and Seller has satisfactory assurances that subsequent payments will be made when due. Further Seller may set-off any payments owed by Seller to Buyer against any outstanding payment owed to Seller by Buyer under this Agreement or other contracts.
- e) If work is discontinued, open jobs will be removed from Seller's production schedule, placed on hold until such time as Buyer's account is brought current. Work will be rescheduled based on manufacturing load at time of reinstatement. Buyer agrees to reimburse Seller for any associated shutdown and start-up costs.
- f) Any payment not made when due shall be subject to interest at a rate of one and one-half percent (1.5%) per month or the maximum permitted by law, whichever is less. Seller will be entitled to collect expenses from Buyer, including legal and reasonable attorney's fees and collection costs, incurred in collecting any overdue payments.
- g) Title to Goods purchased hereunder shall not pass until Seller receives full payment, and Seller reserves the legal right to lien equipment according to respective state law. Buyer agrees that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and Buyer agrees to execute a UCC-1 form or any other document reasonably requested by Seller for that purpose.



ELEVATOR SYSTEMS

2801 Township Line Road • Hatfield, PA 19440-0500 • (215) 799-2900 • (800) 962-3626

7) BILL AND HOLD POLICY

- a) Goods completed and not required at the job site at the time of completion, may be stored until a future delivery date is requested. If instructed to HOLD material or if Buyer fails to take possession of the Goods, the Goods will be invoiced and payable under normal payment terms and a storage charge of \$500.00 per month (pro-rated) will assessed until such time as the Goods are shipped. Seller reserves the rights to modify the "Hold Policy" at any time.

8) CHANGE ORDERS

- a) Any changes in contract scope after receipt of approvals may require additional material, labor, or engineering charges and may further result in delay in shipment.
b) Seller will not perform additional work until such time as Seller receives a properly executed change order for the agreed upon price.
c) Change orders received within three (3) weeks of scheduled ship date will result in additional charge and delays in actual ship date.

9) DURATION OF QUOTATION

- a) Unless otherwise stated on Seller's quotation form, the price and terms quoted in the quotation are subject to acceptance by the Buyer for a period of 60 days from the date thereof, and is based on shipment on or before six months from date of quotation.

10) ENTIRE AGREEMENT

- a) This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on Buyer's purchase order, acknowledgement or any other document, regardless of when provided to Seller. This Agreement supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by Buyer that contains any terms that are inconsistent with those contained herein shall not supersede or modify this Agreement, nor shall it constitute an acceptance of any additional terms. If any provision of this Agreement shall be determined to be unenforceable, such provision shall not apply, but the remainder of the Agreement shall remain in force.

11) APPLICABLE LAW AND VENUE

Any dispute, liability, lawsuit, damage, claim or loss ("Loss") arising out of this Agreement or the Goods shall be governed exclusively by the laws of the State of Pennsylvania, without regard to any conflict of laws statutes, and the venue for resolving such Loss shall also be in the State of Pennsylvania.

WE \_\_\_\_\_ accept the terms and conditions referenced herein.
Company Name

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_