

NOTICE

Bansbach Easylift of North America, Inc.

Exclusive Terms and Conditions of Sale and Limited Warranty

Bansbach Easylift of North America, Inc.'s terms and conditions shall be exclusive and governing for any and all transactions with Bansbach Easylift of North America, Inc. (herein called "Bansbach"), and there shall be no other.

PAYMENT TERMS.

For customers with established credit, terms are net thirty (30) days from date of shipment. At Bansbach's option, export orders may be subject to special export payment terms and conditions. If credit is not established, it is required that payment is included with order, or purchase is made through Visa, MasterCard, or American Express. All payments must be in U.S. Dollars. Bansbach shall have the right of set-off and deduction for any sums owed. If customer fails to make payment within thirty (30) days, Bansbach may defer shipments until such payment is made, or may, at Bansbach's option, cancel all or any part of any unshipped order.

CREDIT BALANCE. Customer agrees that any credit balances issued will be applied within one (1) year of its issuance. If not applied or requested within one (1) year, any balance remaining will be subject to cancellation, and Bansbach shall have no further liability. Balances held more than 30 days shall accrue an interest charge of 18% annum on the total balance, accrue starting the 31st day. Bansbach reserves the right to report defaults and late payments to credit agencies.

SHIPPING CHARGES. Unless otherwise stated, freight and shipping fees will be charged to the customer for shipments to a customer's place of business anywhere in the contiguous United States, using a carrier of Bansbach's choice. Other terms apply to Alaska, Hawaii, Puerto Rico, and export orders. Any extra charges incurred for additional services, such as customer's carrier, or special handling by the carrier, must be paid by the consignee as agreed. Items backordered from an order qualifying for prepaid shipping charges will be shipped prepaid. Title and risk of loss passes to the customer upon tender of shipment to the carrier from Bansbach. If product is damaged in transit, consignee must file a claim with the carrier.

SALES TAX. Bansbach is required to charge applicable Florida state sales tax on every item sold to any Florida customer for whom a sales tax exemption certification has not been provided. When ordering please indicate clearly which items are tax exempt.

LIMITED WARRANTY. All products sold are warranted by Bansbach only to customers for resale or for use in business, or original equipment manufacture, against defects in workmanship or materials under normal use for one year after date of purchase from Bansbach, unless otherwise stated. Any part, which is determined by Bansbach to be defective in material or workmanship and returned to Bansbach shipping costs prepaid will be as the exclusive remedy, repaired or replaced at Bansbach's option.

WARRANTY DISCLAIMER. No warranty or affirmation of fact, express or implied, other than as set forth in the limited warranty statement above is made or authorized by Bansbach. Bansbach disclaims any liability for product defect claims that are due to product misuse, illegal use, improper product selection or misapplication, and any description does not express or imply a warranty that the products are merchantable or fit for a particular purpose. It is the sole determination of the customer that the product sold is proper for the customer's application.

LIMITATION OF LIABILITY. Any liability for consequential and incidental damages is expressly disclaimed. Bansbach's liability in all events is limited to, and shall not exceed the purchase price paid.

PROMPT DISPOSITION. Bansbach will make a good faith effort for prompt correction or other adjustment with respect to any product which proves to be defective within the warranty period. Prior to returning any product it is required that the customer first write or call Bansbach, giving date, and number of the original invoice, and a description of the defect.

PRODUCT SUITABILITY. Many states and localities have codes and regulations governing sales, construction, installation, and /or use of products for certain purposes, which may vary from those in neighboring areas. While Bansbach, attempts to assure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the product is installed or used in the customer's application. Before purchase and use of a product, please review the product application, and national and local codes and regulations, the customer must be sure that the product, installation, and use will comply with them.

PRODUCT RETURN. Before shipping or returning any product, the customer must receive a Return Merchandise Authorization (RMA) number. Customers must call to request a RMA at (321) 253-1999. Do not return any product without an authorized RMA number clearly marked on the outside of the package. Any product returned without an authorized RMA clearly marked on the outside of the box will be refused and returned at Customer's expense. Warranty claims must be made within one year from date of purchase. Using the product in an illegal manner, in any unauthorized application or unintended use will void any warranty.

NO WARRANTIES TO CONSUMERS. Bansbach makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act.

FORCE MAJEURE. Bansbach shall not be liable for any delay or impairment of performance resulting in whole or in part from Acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, or any other circumstances or cause beyond the control of Bansbach in the conduct of Bansbach's business.

CANCELLATION. Any cancellation must be approved in advance in writing by Bansbach, and may be subject to a 30% restocking charge. **ASSIGNMENT.** Customer shall not assign any order or any interest therein without the prior written consent of Bansbach. Any actual attempted assignment without Bansbach's prior written consent shall entitle Bansbach to cancel such order upon notice to customer.

MODIFICATION OF TERMS. Bansbach's Terms and Conditions shall govern all transactions and agreements. Bansbach's acceptance of any order is subject to customer's assent to all of the terms and conditions set forth in Bansbach's quotes, RFQs, order confirmation and customer's assent to these terms and conditions shall be presumed from customer's receipt of Bansbach's order confirmation; or from customer's acceptance of all or any part of the goods or services ordered. No addition or modification of terms and conditions shall be binding upon Bansbach unless agreed to by Bansbach's President and must be acknowledged in writing. If a purchase order or other correspondence contains terms or conditions contrary to Bansbach's exclusive terms and conditions contained in and/or referred to in Bansbach's Sales Confirmation, Bansbach's terms and condition shall govern the agreement.

COMPLETE AGREEMENT. Bansbach's terms and conditions contained within Bansbach's forms, acknowledgements, quotations, invoices, website, and catalog sales terms and conditions are incorporated herein by reference, and shall constitute the entire and exclusive agreement between customer and Bansbach and shall govern all aspects of the business transaction.

WAIVER, CHOICE OF LAW AND VENUE. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition shall be governed by the laws of the State of Florida, and venue shall be in Brevard County, State of Florida, or in the case of a claim made under federal law, the Middle District of Florida. If any action or proceeding relating to these terms and conditions or the enforcement of any provision is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and disbursements (in addition to any other relief to which the prevailing party may be entitled).

NO THIRD PARTY BENEFIT. The provisions stated above are for the sole benefit of the parties hereto, confer no rights, benefits or claims upon any person or entity not a party hereto.

ORDER ACCEPTANCE. Customer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by Bansbach.

WARRANTY DISCLAIMER. Although Bansbach, has used reasonable efforts to accurately illustrate and describe the products in its catalogs, literature, and websites, such illustrations and descriptions are for the sole purpose of product identification and do not express or imply a warranty affirmation of fact, of any kind or a warranty or affirmation of fact that the products will conform to their respective illustrations or descriptions. Bansbach expressly disclaims any warranty or affirmation of fact, express or implied, other than as set forth in the warranty statement above, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. In addition, expressly disclaims any liability related to product misuse, improper product selection, product recommendation, or product misapplication.

LIMITATION OF LIABILITY. Any liability for consequential, incidental, special, exemplary or punitive damages is expressly disclaimed. Bansbach's liability in all events shall not exceed the purchase price paid for the product sold that gives rise to such liability. Bansbach's payment of such amount shall be the final and exclusive remedy in the exhaustion or unavailability of any other remedy specified herein and shall not be construed or alleged by customer to have failed of its essential purpose. The customer is exclusively and solely liable for the use of Bansbach's product(s) in the customer's application. Bansbach's free engineering or other services and expertise are provided merely as a convenience to the customer. It is solely and exclusively the responsibility and liability rests with the customer to confirm the results of any engineering design, appropriate use and insertion of Bansbach's products in the customer's application.