

Lifting Manufacturing Corp. Terms and Conditions of Supply

1. Definitions

- 1.1 "Seller"** shall mean Liftking Manufacturing Corp. identified in the Order
- 1.2 "Buyer"/ "Contracting Party"** shall mean the company, firm or individual on who places the order with the Seller
- 1.3 "Goods"** shall mean the goods specified in the order
- 1.4 "Order"** shall mean this Purchase Order
- 1.5** A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6** Clause headings shall not affect the interpretation of the Contract
- 1.7** No amendment or variation of the Order or these Conditions shall be effective unless agreed by the Seller in writing

2. General

The following General Terms and Conditions of Sale and Supply form part of the contract between Liftking Manufacturing Corp as (Seller) and the contracting party. Amendments to these General Terms and Conditions of Sale and Supply may only be made in writing by Liftking Manufacturing Corp.

3. Offers / Conclusion of contract

- 3.1** Offers made by the Seller are without obligation in respect of delivery dates unless expressly agreed upon in the Purchase Order. The contract exists to the extent that (the BUYER) has confirmed in writing its acceptance of the Quoted order and the Seller's Terms & Conditions.
- 3.2** If a signed copy of this document has not been returned to the Seller along with the Buyer's Purchase Order, then the Purchase Order shall be considered sufficient evidence of order confirmation and acceptance of the Seller's Terms & Conditions and the production process can then begin. The Seller's terms and conditions shall supersede the Buyer's terms and conditions, if any, unless otherwise agreed to in writing.

4. Prices and terms of payment

- 4.1** The prices for Sellers Goods and Services are set forth in the Quotation. Such prices may not include import/export fees, duties, customs, value-added taxes ("VAT"), national, state or local taxes applicable to this transaction which taxes will be added by the Seller to the price where the Seller has the legal obligation to collect the same and will be invoiced to and paid by Buyer, unless Buyer provided the Seller with a proper tax exemption certificate. Neither the Seller nor Buyer is responsible for any tax liability accruing to the other party, arising from income derived from this transaction.
- 4.2** Payments are not considered to have been made until cleared funds are available in the Seller's bank account.

5. Deliveries

Delivery is ex-works Liftking Manufacturing Corp, as per Quotation.

- 5.1** Unless definite fixed delivery dates or a definite period of delivery are expressly agreed in writing in individual cases, the dates or periods of delivery quoted shall be regarded as guidelines which the Seller will endeavour to comply with. Exceeding these dates or periods shall not constitute any default on the part of the Seller.

5.2 Specific Delivery Dates/Periods

- 5.2a** Alternatively, in the event that delivery dates / delivery periods are expressly agreed, the delivery period shall commence upon dispatch of the order confirmation, however not before the documents, permits and approvals to be furnished by the contracting party are in hand and any agreed advance payment has been received.
- 5.2b** The delivery period shall be regarded as complied with provided that a written notification of completion is sent to the customer (electronically or via courier). This notification will include the following: QA or QAR documentation and/or proof of Pre-Delivery Inspection. The ex-works delivery terms shall have been met and therefore the goods deemed delivered. The Seller will act as Custodian of the finished goods and will insure the goods on their premises and store them at no charge to the customer until they can arrange transportation and pick up their purchased goods.

- 5.2c** In the event that dispatch is delayed at the request of the contracting party, following notification that the goods are ready for dispatch, the Buyer agrees to unconditionally accept all consequences of economic ownership and will grant permission to the Seller to invoice the Buyer.

5.3 Causes for Change in Delivery Period

- 5.3a** The delivery period shall be appropriately extended in cases of *force majeure* such as e.g. industrial disputes, in particular strikes and lockouts, fire, flood, want of energy, raw materials or process materials, official injunctions or other impediments for which the Seller is not responsible.
- 5.3b** This shall likewise apply in the event that such circumstances afflict subcontractors to the Seller.
- 5.3c** Should the Seller be in default in the performance of the service it has committed to deliver, the contractual partner's claim for compensation shall be governed, with the necessary changes having been made, by section 10 of these terms and conditions.

6. Title

- 6.1** The goods delivered by Liftking Manufacturing Corp shall be subject to Liftking's rights as a secured creditor in the property.
- 6.2** Title and risk in the Goods shall pass to the Buyer on Ex-works delivery terms at the location stated in the order and in accordance with internationally recognized Incoterms (current version).

7. Transportation of Finished Products

- 7.1** Transportation of the finished product is the responsibility of the customer unless otherwise agreed in the initial quote or contract. However, in instances where the Seller has been requested by the Buyer (either per the quote or contract or subsequent to notifying the

Buyer of the completed product) is authorized to select and engage carriers, truck men, lightermen, forwarders, customs brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the Buyer, and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, truck men, lightermen, forwarders, customs brokers, agents, warehousemen and others. The Seller shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of third parties selected by the Seller or the Buyer to forward, enter and clear, transport or render other services with respect to such goods.

8. Warranty

See Warranty policy (Provided upon request)

9. Order Changes / Termination Policy

See policy (Provided upon request)

10. Liability

The Seller shall not be liable for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

11. Nature and quality

11.1 The nature and quality of the goods supplied shall be exclusively as specified in the product descriptions and specifications issued by the Seller and not in accordance with any public statements, any type of promotional or advertising statements. Public statements, recommendations, and advertisements shall not be applicable.

11.2 Advice both verbal and written is given by the Seller to the best of its knowledge and belief. Such advice must however be regarded as noncommittal and in no way exempts the contracting party from the need to independently verify that the goods supplied are suitable for the intended processes and purposes.

11.3 The Seller expressly draws attention to the fact that no specially designed product and no specially designed product component provide comprehensive protection against a direct attack with weapons.

12. Patents, Copyrights, Trademarks, Confidentiality.

12.1 No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Equipment or Parts hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

13. Indemnification by Buyer

13.1 Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of services or Equipment under this Agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Equipment furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this Agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this Agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this Agreement.

14. Anti-Corruption; Export Controls; No Boycotts.

14.1 Buyer agrees that it shall, and that any party retained by the Buyer shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any party retained or paid by the Buyer shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, distribution and sale of the Products, including without limitation U.S. Export Control laws, regulations, policies and executive order as may be amended from time to time. Buyer further agrees that it shall not, and any party retained or paid by Buyer shall not, export or re-export the Products, directly, or with its knowledge, indirectly, to any country for which the United States government (or agency thereof) may require an export license or other approval or any country, person or entity to which such export or re-export may be prohibited by applicable United States law, regulation, policy or executive order. Failure to comply strictly with all applicable laws relating to embargoes, sanctions, export or re-export shall be grounds for immediate termination of this Agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document (including purchase terms and conditions) or instrument relating to the Products sold under this Agreement, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

15. No Assignment

No rights arising under this Agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

16. No Set-off

Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

17. Miscellaneous

Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this Agreement.

18. Applicable law & Jurisdiction

These General Terms and Conditions of Sale and Supply will be subject to laws of the Canada and the Canadian Courts of the Province of Ontario will have jurisdiction in respect of any dispute arising from the contract. (For US sales see 18.1)

18.1 Where US sales are concerned these General Terms and Conditions of Sale and Supply will be subject to the laws of the State of Illinois and it will have jurisdiction in respect of any dispute arising from the contract

19. Severability

Should any individual provisions among these General Terms and Conditions of Sale and Supply be or become invalid, the validity of the remaining provisions hereof shall in no way be affected.