

SafeWorks Standard Terms and Conditions – Sale of Equipment

These are the conditions of sale of the purchase agreement between the SafeWorks company providing the Equipment / Services (hereinafter the “Company”) to the Customer, and the purchaser (the “Customer”). The conditions set forth herein, the quotation conditions, the confirmation of order and all attachments thereto constitute the entire contract between the Company and the Customer and supersede all prior correspondence, quotations, and other communications, either oral or written. These standard Conditions may be changed only in writing signed by an executive officer of the Company at the Company’s main office. The failure of the Company to object to any provision in conflict herewith, however such provision may be communicated to the Customer, shall not be construed as a waiver by the Company of the provisions hereof nor the acceptance of such provision.

1. **Definitions.** As used herein, the following terms shall have the following meanings. “*Agreement*” shall mean these Standard Terms and Conditions and any order specific or additional terms and conditions contained in a Company quote or other Company-provided documentations related to this order. “*Confidential Information*” means, without limitation, Company’s trade secrets, customer lists, customer purchasing histories and plans, costs, budgets, acquisition strategies, policies, procedures, methods of operation, pricing, marketing plans, financial information, engineering data, designs and drawings, design standards, formulas, contemplated or new product or service developments, computer software and programs, inventions, improvements, together with third party information Company holds in confidence. “*Customer*” means the party designated as such and, if different, the entity that is responsible for ordering the Equipment or Services. “*Equipment*” means all equipment identified in this Agreement being provided to the Customer by Company. “*Parties*” mean the Company and the Customer together. “*Party*” means Company or Customer individually, as the context requires. “*Services*” means services provided to Customer by Company, including, but not limited to, engineering, labor, and training services. “*Warranty Period*” means the specific timeframe after delivery that the product or service is covered under warranty.
2. **Price Agreement Effectiveness.** Price quotations are valid for thirty (30) days. All price quotes are non-binding and subject to confirmation by the Company. Placement of a purchase order for Equipment or Services by the Customer according to the terms and conditions of the Agreement shall be deemed a binding contract.
3. **Scope.** The Scope of work to be provided by the Company is set forth in this Agreement. The Agreement price constitutes the price for only those items of Equipment and/or Services expressly set forth herein. Any additional Equipment or service beyond those expressly set forth in this Agreement will constitute extra work and Customer is responsible for all costs and charges associated therewith. If Customer is unsure what costs or charges are included in the price, then Customer bears the responsibility for requesting clarification from Company. Customer shall compensate Company in alignment to the Agreement payment terms for any extra Equipment or Services provided as requested in writing by the Customer. If there is no prior agreement between the Parties as to the extra costs and charges, Company shall be entitled to reasonable compensation for any additional scope.
4. **Taxes.** The price does not include any Federal, state, regional, license, privilege, sales, use, excise, grow receipts or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to the transaction, the property, its sale, its value or its use, or any service performed in connection therewith. Customer agrees to pay or reimburse any such taxes which the Company are required to pay.
5. **Delivery and Freight Charges.** Unless otherwise stated, delivery will be made Ex-Works Company Plant with the Customer responsible for arranging freight. Shipping dates provided in the quote are approximate and are based on prompt receipt of all necessary information from the Customer. Unless otherwise stated by the Company, (a) the Customer is responsible for transportation, freight, storage, insurance and applicable custom duties and (b) the Agreement price does not include the same.
6. **Credit and Payment.** The Agreement is conditioned upon Customer’s credit approval. If requested by Company, Customer shall complete and return to Company a credit application. Payment terms are net thirty (30) days from the date of Company’s invoice. Company reserves the right to deny credit and request advance payment prior to shipment. Notwithstanding any credit terms, a finance charge of 1.5% per month equivalent to 18% per annum will be assessed and levied by the Company on all past due accounts. Nothing herein limits Company’s rights under any bond or lien law. Company may recover and Customer is responsible for all costs of collection, including filing and service costs, expert and mediation fees, court and litigation out-of-pocket expenses and attorneys’ fees related to Customer’s failure to pay within terms.

7. **Default and Termination.** Customer is in default under this Agreement if any of the following occur: (1) Customer fails to pay Company as agreed; (2) Customer becomes insolvent or any proceeding in bankruptcy or receivership is commenced; (3) a termination or liquidation of Customer's business occurs; or (4) Customer is in breach of any terms or conditions of this Agreement. In the event of default by Customer, the Company may exercise all or any of the right(s) (as may be deemed by the Company), to remove Equipment, stop any services, suspend the performance by the Company, terminate this Agreement, and/or seek any other remedy available to Company in law or equity. Customer shall bear all costs and/or expenses (including reasonable attorneys' fees) incurred by Company as a result of Customer's default.
8. **Cancellation.** Any order by Customer to Company may be cancelled upon payment of reasonable charges based upon expenses already incurred and commitments made by Company, so long as such cancellation occurs 2 weeks prior to Ex-Works confirmation date. Any cancellation made within 2 weeks of Ex-Works confirmation date is non-cancellable.
9. **Waiver of and Limitation on Damages.** Neither Party shall be liable to the other party for lost profits, indirect, incidental, liquidated, remote, or consequential damages arising out of or relating to this Agreement (including without limitation, pure economic loss, loss of profit, loss of business, opportunity costs, loss of production or depletion of goodwill) even if the Parties have been advised of their possible existence. The liability of the Company with respect to this Agreement, contract or sale of anything done in connection therewith, whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the Agreement price of the product / services or part on which such liability is based.
10. **Indemnification.** To the fullest extent permitted by law, Customer shall indemnify, defend and hold Company, its officers, directors, employees and agents harmless from and against any and all claims, suits, causes of action, proceedings, and/or judgments, as well as damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs), of whatever nature resulting from, arising out of, or in any way related to this Agreement or the Equipment including, without limitation, claims relating to (i) personal injury (including death) or damage to property, or (ii) the delivery, erection, maintenance, alteration, modification, use, possession, operation, dismantling, or engineering of the Equipment. It is the intent of the Parties that the Customer indemnify Company to the maximum extent allowed under the law and that the Customer bear full responsibility for any claim, damage, cause of action, judgement, expense, cost or other liability arising out of or in any way related to the Agreement or the Equipment. This indemnify obligation shall not apply to any claims, damages, causes of action, judgments, or other liability caused solely by the negligence of the Company.
11. **Compliance with Laws.** Each party agrees to comply with all applicable laws, rules and regulations ("Laws") AND SHALL DEFEND AND INDEMNIFY THE OTHER PARTY FOR ITS FAILURE TO COMPLY WITH SUCH LAWS.
12. **Venue and Governing Law.** The Terms of this Agreement are to be construed and enforced in accordance with the laws of the of the county/province, state, and country of the Company without regard to conflict of laws principles. The exclusive venue for any judicial action arising out of or relating to this Agreement will be the state, federal, or regional courts, applicable for the location of the Company.
13. **Confidential Information.** Where Company has provided Customer with technical data, drawings, information or specifications for use or development of or in relation to, Company's Equipment / Services, or any other Confidential Information, the following apply: a) Customer agrees to defend, indemnify and hold Company harmless against and from liability or claim for damage or injury sustained by reason of deviation in whole or in part from such Confidential Information; b) all Confidential Information remains Company's property and may not be used or shared without its express written consent; and c) any and all information provided with Company's documents are part of this Agreement.
14. **Warranty, Limitation of Liability.** The Company warrants that all parts manufactured by the Company and furnished and/or sold in connection with the purchase of Company branded product, and other Equipment will be free from defects in workmanship and material from the date of shipment for the Warranty Period specified on the quote. The Company will repair or replace such parts with the same or equivalent parts, provided that the Customer must give notice of the defective part and return such defective part to a location designated by the Company within the Warranty Period. Any accessories, parts, or equipment furnished and/or sold by the Company that are manufactured by third party will carry the warranty conveyed by the manufacturer to the Company, provided that such warranty is transferable to Customer.

This warranty applies only to Equipment and other durable goods, and does not cover the following, but not limited to, consumable items: steel wire ropes and assemblies, wire guides and wire fixes, and hoist components that contact suspension and safety cables.

This warranty does not cover installation or other labor necessary to repair or replace the defective parts. The Customer is responsible for any expense for labor required to replace, repair, or install defective parts. However, if Equipment or Equipment sub-assembly is returned to the Company factory freight prepaid within the Warranty Period and the Company determines that the relevant parts are defective and were manufactured or supplied by the Company, the Company will replace such defective parts free of charge.

This warranty is strictly conditioned upon (a) Customer notifying the Company in writing within one month after discovery of defects; (b) the return of the defective parts to the Company, with transportation charges to and from the Company's designated location prepaid by the Customer; and (c) the Company's determination that defects were not caused by normal wear and tear, improper maintenance, improper installation, accident, unauthorized repair or alteration, use in an application for which the product was not designed, incorporation or use of unsuitable attachments or parts, failure to follow the Company's recommended operation and maintenance procedures, or any other misuse, neglect, or cause other than defects in material or workmanship. The original warranty period of any article that has been repaired or replaced by the Company shall not thereby be extended.

DISCLAIMER OF OTHER WARRANTIES AND LIMITATION OF LIABILITY

This warranty shall be the exclusive remedy for any defective parts, and the liability of the Company under this warranty is limited solely to repair or replacement of the defective part(s) manufactured or supplied by the Company. THE COMPANY DISCLAIMS ALL OTHER CLAIMS AND WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING THOSE OF MERCHANTABILITY AND FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE). IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INJURY, LOSS, DAMAGE, OR EXPENSE, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFIT, OR PRODUCTION, OR INCREASED COST OF OPERATION, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT ITS WRITTEN CONSENT. The Customer and the Company agree that this warranty and the underlying Agreement shall be governed by the laws outlined in provision 12.

15. **Assignment.** Customer shall not assign this Agreement to any third party without Company's prior written consent.
16. **Inspection.** Upon delivery of Equipment, Customer shall inspect its condition and quantity. If the Equipment is damaged or the quantity does not match the order, the Customer shall notify the Company within 48 hours. If the Equipment is not in good condition or repair at the time of delivery, then Customer shall not use the Equipment and immediately notify Company of any defects or other issues. If the Customer does not inspect and count the Equipment when received, the Customer is deemed to have accepted the quantity as shown in the company's shipping documents as correct and, in addition, accepts that the Equipment is in good, operating condition, and fit for its intended use.
17. **Transfer of Title.** Risk of loss of the Equipment, or any part of the same, shall pass to the Customer at delivery. Title is transferred on the date the Company receives full payment of the Agreement price from the Customer. The Company exercises its lien over the product(s)/service(s) until the Company has been paid for the same in full.
18. **Force Majeure.** Company is not responsible for any delay in the Scope of work if and to the extent such delay was caused by an event or occurrence beyond Company's reasonable control and without its fault or negligence. In the event of any delay due to such event or occurrence, company shall receive an extension on the Scope of work.
19. **Miscellaneous.** In the event any term, provision or condition of this Agreement is held invalid, illegal, or unenforceable, it shall not affect the validity, legality or enforceability of the remainder of the Agreement. This Agreement insures to the benefit of and is binding upon the parties and their successors. Each party agrees to execute such further documents necessary to carry out the intent of this Agreement.
20. **Acceptance, Modification, and Entire Agreement.** COMPANY'S AGREEMENT TO PROVIDE EQUIPMENT OR SERVICES HERUNDER IS EXPRESSLY CONDITIONED UPON CUSTOMER'S UNQUALIFIED ACCEPTANCE OF THIS AGREEMENT, AND CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT IS EXPRESSLY LIMITED TO THE EXACT TERMS AND CONDITIONS SPECIFIED HEREIN. The rights of the Parties are governed exclusively by the terms and conditions set forth in this Agreement. Shipment or delivery of

Equipment or Services pursuant to this Agreement or the acceptance, use, or retention of any Equipment or Services by Customer constitutes an unqualified acceptance by Customer of this Agreement. Any attempt by Customer to vary in any degree the exact terms and conditions of the Agreement in any acceptance, acknowledgment, confirmation or other communication of any kind containing additional, inconsistent, or different terms and conditions is hereby expressly objected to and rejected. Company's provision of Equipment and Service pursuant to the terms of this Agreement are not considered an acceptance of any additional, inconsistent, or different terms proposed by Customer. Should this Agreement be deemed an acceptance of a prior offer, quotation or proposal by Customer, such acceptance is limited to the express terms and conditions set forth herein. No course of prior dealings between the Parties and no usage of trade are relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no other contract, specification, drawing or other item, including terms on "click-through" websites, shall be incorporated into or made a part of the Agreement or binding on Company unless it is agreed to in writing by Company.