

Elevator Research and Manufacturing, Inc. / Winter & Bain Manufacturing Co. Terms & Conditions of Sale

- 1.** Quotes, invoice or subsequent contracts referred to herein shall be constituted in accordance with and by the laws of the State of California. Any party that accepts this quote agrees to be bound by the following terms and conditions:
- 2.** Unless quotes are withdrawn in writing by Elevator Research and Manufacturing, Inc. (hereinafter referred to as "ERM") prior to the quote being accepted, this quote will remain open for acceptance for 30 days from the date hereof. If any quote is not accepted within this 30 day period, the quote may be automatically rescinded and rendered null and void.
- 3.** The acceptance of any quote must be accompanied by sufficient information to enable ERM to proceed with the order forthwith. If insufficient information is provided to ERM, as determined by ERM, so that ERM is put to additional expense in its efforts to fulfill the quote or ERM is required to temporarily suspend its work pending further information, then ERM may increase the quote price to cover reasonable costs incurred thereby.
- 4.** Unless otherwise specified in writing, packaging in accordance with ERM's standard practice is included in the quote price.
- 5.** Shipping date promises are approximate only, and are based on prompt receipt by ERM of all necessary information. ERM will use its best efforts to ship on the date given but ERM shall not in any circumstances be under any liability whatsoever to any party for any loss or damage arising directly or indirectly from ERM's failure to deliver the goods on the date acknowledged.
- 6.** It is understood that you shall arrange to take delivery of the goods within a period of (14) days after ERM notifies you that the goods are ready for shipment. In the event you do not take delivery of the goods within this stipulated (14) day period, ERM is prepared, without prejudice to any other rights which it may have with respect to the quote contract, and if its storage facilities permit, to store the goods and to charge you for reasonable storage costs incurred; ERM also reserves its right to increase the quote price to reflect reasonable storage costs.
- 7.** All claims for shortages or incorrect material must be made within ten (10) days of receipt of goods, to which such claim pertains. Goods may only be returned for credit in accordance with the authorization and approved RMA Number, previously obtained from ERM and shall be subject to handling charges to be determined by ERM. Returns must be made within thirty (30) days of the date of any such authorization. Goods that are special in any way are shipped without the privilege of return.
- 8.** All apparatus shall be installed by you at your expense.
- 9.** ERM warrants that the goods to be delivered will be of the kind and quality described in the specifications and no other warranty, except as to title shall be implied. If any defect in the material or workmanship appears within one year from the date of shipment, which defect is a result of ERM's manufacturing of the product and which is not caused by the acts or negligence of the buyer or any other intermediary party, ERM is prepared to correct the defect by repairing the defective part or parts thereof or by supplying a replacement thereof; provided always that such defective parts are promptly returned to us C.I.F. to be paid by you to our factory. The repaired or new parts will be returned to you F.O.B. the nearest rail or transport freight station so that risk passes to you upon our delivery to the shipper and it will be your obligation to insure the repaired or new parts after ERM has delivered same to the shipper. ERM's liability as suppliers of the material or goods shall not in any case exceed the cost of correcting the defects in the apparatus and upon expiration of the said one year, all such liability shall terminate.
- 10.** ERM shall not be liable for any loss or damage resulting from causes beyond its reasonable control and in no event whatsoever shall ERM be liable for consequential damages resulting in personal injuries, property damage or economic loss to any party.
- 11.** All orders are subject to the approval of ERM with respect to credit. ERM reserves the right to require remittance for full purchase price before shipment, delivery or manufacture.
- 12.** Orders entered upon the records of ERM cannot be cancelled without the express written consent of ERM and cancellation charges may apply, depending on the extent of work performed and materials used and/or ordered.
- 13.** Unless specifically stated, the purchase price does not include any taxes or freight charges.
- 14.** The amount of taxes or other government charges upon the production, sale or shipment of the goods referred to herein, whether imposed now or herein after, shall be paid by the customer.
- 15.** ERM shall not be deemed to have breached or violated the contract of sale for any of the goods referred to in the quotation when such alleged breach of violation arises out of cause beyond the control of ERM, including among other, any act of God or the public enemy, perils of the sea, flood, fire, war, riot, sabotage, compliance with any direction of any government official or agency, strike or other labor dispute involving ERM employees, shortage or failure of any supplies or material.
- 16.** ERM does not pay back-charges or labor charges.

NO WAIVER, ALTERATION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OF ERM ACTING WITHIN HIS OR HER AUTHORITY.

Revised June 4, 2015