

**1.- GENERAL**

(a) These terms and conditions (the "Terms and Conditions") apply to the sale by Lifting Solutions USA Inc. ("LS USA") of the products and/or services described herein ("the Products") to the buyer identified on the face hereof ("Buyer"). Buyer may not modify, change, renounce, or waive any term or condition hereof unless LS USA consents thereto in writing. LS USA agrees to provide the Products to Buyer only in accordance with these Terms and Conditions, notwithstanding any provisions in Buyer's purchase order, if one exists, or other writing or oral representation previously, simultaneously, or hereafter received or communicated by LS USA purporting to amend, modify, or replace the Terms and Conditions with any different or additional terms, covenants, or conditions or reciting that any action or inaction by LS USA constitutes agreement or consent by LS USA to such amendment, modification, or replacement. LS USA's agreement to provide the Products is expressly conditioned on Buyer's assent to all of the Terms and Conditions. (b) LS USA's sales representatives are without authority to change, modify, or alter the terms of these Terms and Conditions. (c) Buyer shall be deemed to have made an unqualified acceptance of these Terms and Conditions on the earliest of the following to occur: (i) LS USA's receipt of a copy of these Terms and Conditions signed by Buyer; (ii) Buyer's payment of any amounts due under these Terms and Conditions; (iii) Buyer's receipt of the Products. (d) These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas. These Terms and Conditions shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods. Any cause of action, claim, suit, or demand by Buyer allegedly arising from or related to these Terms and Conditions or the relationship of the parties shall be brought in a Court situated in Houston, Texas. The parties hereby irrevocably attorn to the jurisdiction of that Court. The provisions of this paragraph shall survive termination of these Terms and Conditions. Upon termination of these Terms and Conditions for any reason, LS USA shall have the rights and remedies provided by law, including, without limitation, the rights of a secured party under the laws of the State of Texas, or any similar statute in the jurisdiction where Buyer is located or stores the Products. (e) The invalidity of any provision in these Terms and Conditions shall not affect the validity of any other provision hereof. (f) LS USA reserves the right, on notice to Buyer, to correct clerical or similar errors relating to price or any other term shown in these Terms and Conditions. (g) Failure of either party to insist, in any one or more instances, upon performance of any provision of these Terms and Conditions shall not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such provision.

**2.- DELIVERY, TITLE, AND RISK OF LOSS**

(a) Title to the Products shall pass from LS USA to Buyer upon Buyer's payment in full of all amounts specified in the invoice issued by LS USA pursuant to these Terms and Conditions (regardless of whether Buyer is in possession of the Products) and, if the ship-to location is in a country other than the United States, the arrival of the Products in that country. Nothing in this Agreement shall be deemed to transfer, assign, or otherwise convey any exclusive right, title, or interest in and to any copyrights, patents, trademarks, or other intellectual property, or proprietary rights embodied in the Products. All engineering data, design information, and engineering and shop drawings supplied, developed, or used under these Terms and Conditions are and shall remain the property of LS USA. (b) Shipping dates given by LS USA are based upon prompt receipt of all necessary information regarding the order issued under these Terms and Conditions. LS USA will use its reasonable efforts to meet the scheduled dates shown on the face hereof, but it does not guarantee to meet such dates. Failure by LS USA to make any shipments does not constitute a cause for cancellation and/or for damages of any type. (c) Any delay in delivery for any cause specified in the next paragraph or beyond LS USA's reasonable control or due to any priorities or allocations necessitated by governmental orders or regulations shall extend the term of delivery hereunder by a period equal to the length of such delay. (d) In the event of delay in delivery requested by Buyer or caused by (i) Buyer's failure to supply adequate shipping instructions, (ii) Buyer's failure to supply or approve necessary information required by LS USA in a timely manner, (iii) any changes requested by Buyer, or (iv) Buyer's failure to provide documents required for LS USA to effect shipment, LS USA will store all affected Products at Buyer's risk and expense. (e) If actual delivery is delayed beyond the quoted delivery date for any reason specified in the preceding paragraph, LS USA reserves the right to increase the price of the Products and change the payment terms for them on notice to Buyer. All storage costs and expenses are due as and when payment for the Products becomes due unless stated otherwise on the face hereof. (f) Unless stated otherwise on the face hereof, LS USA is not responsible for any loss, damage, or delay that may occur (i) with respect to Products not installed by LS USA, after Products have been accepted for shipment by Buyer or a transportation company on Buyer's behalf, whichever occurs first and (ii) with respect to Products installed by LS USA, after installation. Any claim by the Buyer relating thereto should be made to the carrier. (g) Claims for shortages or other errors must be made in writing to LS USA within 10 days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Partial shipments shall be permitted. (h)(1) For United States Buyers with local (within the United States) deliveries, prices are in U.S. Dollars. F.O.B. LS USA's specified location. (h)(2) For United States and/or International Buyers with international (outside of the United States) deliveries, prices are in U.S. Dollars. Ex-works LS USA's specified location. (i) For purposes of these Terms and Conditions, any Incoterms Abbreviation "F.O.B.", "Ex-works", etc., shall be construed in accordance with INCOTERMS 2000 of the International Chamber of Commerce.

**3.- TAXES AND OTHER CHARGES**

Any sales tax, excise tax, duty, customs agent or broker fees, inspection or testing fee, freight costs, insurance, consular fees, or any other tax, fee, or charge of any nature whatsoever, imposed upon, in connection with, or measured by any transaction between LS USA and the Buyer, shall be paid by the Buyer in addition to the prices quoted or invoiced.

**4.- TERMS OF PAYMENT**

If Buyer does not pay LS USA any amount due under these Terms and Conditions when such amount is due, or if Buyer defaults in the performance under these Terms and Conditions, LS USA may, without liability to Buyer and without prejudice to LS USA's other lawful remedies, (i) terminate LS USA's obligations under these Terms and Conditions, (ii) declare immediately due and payable all amounts due to LS USA under these Terms and Conditions, (iii) change credit terms with respect to any further work, or (iv) suspend or discontinue any further provision of Products until Buyer pays all overdue amounts. Buyer agrees to pay, at LS USA's discretion, a late payment charge of 1.5% per month (18% per annum) on all amounts not paid in full when due. Unless otherwise stated, payment terms are as follows: (a) If the Buyer resides outside the United States, Buyer shall pay LS USA by irrevocable letter of credit, acceptable in form and substance to LS USA and, at LS USA's option, confirmed by a bank acceptable to LS USA. Such letter of credit shall provide for payment to LS USA of the full amount of the purchase price plus prepaid freight in U. S. dollars on presentation by LS USA of sight drafts, LS USA invoice, and such documents as the letter of credit may require. Payment terms include 50% of order amount due with acceptance of these Terms and Conditions, 50% due prior to shipping of Products. All banking and other charges for such letter of credit are for the account of Buyer. (b) If Buyer resides inside the United States, payment terms are 100% of order amount due net-30 days from shipment or delivery of Products. Overdue accounts will be charged an interest charge of 1.5% per month on the overdue balance, or 18% per annum. All costs relating to collecting the unpaid account shall be paid by Buyer, including reasonable legal fees on a solicitor and own client basis.

**5.- CANCELLATIONS, CHANGES, AND RETURNS**

(a) Cancellations: All undelivered Products may be cancelled by Buyer at any time but only by written approval of an authorized representative of LS USA at its office in Houston, Texas. In the event of any cancellation of an order by Buyer under these Terms and Conditions, Buyer shall pay to LS USA 30% of the total amount described on the face page of these Terms and Conditions as a genuine pre-estimate of liquidated damages, and not a penalty. (b) Changes: Buyer may not alter or modify its order or any part thereof without the prior written consent of LS USA. LS USA reserves the right to change the price, terms of payment, and delivery dates for any Products affected by any alterations or modification to which it has consented. (c) Returns: No Products may be returned to LS USA without its prior written authorization, and

Products may be returned only on the terms or conditions specified in such authorization. Returned Products must be unused, in resalable condition, and securely packed to reach LS USA without damage. Any cost incurred by LS USA to put equipment in the original condition of such Products will be charged to Buyer. (d) Effect of Termination/Returns: Upon termination of these Terms and Conditions for any reason, or return of Product, except as otherwise provided in these Terms and Conditions, all respective rights and obligations of the parties hereunder shall terminate and be of no further effect. Upon termination, Buyer shall immediately return to LS USA, or destroy all copies of documentation provided. Termination of these Terms and Conditions shall not result in a termination of either of the following: (a) any rights and obligations of the parties which, by the express terms of these Terms and Conditions, survive termination; or (b) any liabilities and obligations of the parties hereunder (whether a payment obligation or otherwise) that have accrued prior to termination. Upon termination of these Terms and Conditions for any reason, LS USA shall have the rights and remedies provided by law, including, without limitation, the rights of a secured party under the laws of the State of Texas, or under any similar law in the jurisdiction where Buyer is located or stores the Products.

(e) Third Party Charges: Any third-party charges for Products paid for or on behalf of the Buyer by LS USA will be subject to an administration fee of 15% for coordination and administration of the Products provided. In the event that LS USA is not able to contact Buyer by telephone or by written mail for a period of six months, LS USA reserves the right to offer for sale to the public, any inventory of Products owned by Buyer and stored by LS USA. Furthermore, LS USA shall have the right to recover storage costs and any other costs associated with the sale of Products and to deduct the same from the proceeds of the sale of such Products.

**6.- WARRANTY**

(a) Product. LS USA warrants that its Products will be free from defects in workmanship and materials under normal use and service for a period of 12 months from the date of shipment pursuant to Section 2 of these Terms and Conditions. Parts subject to regular replacement due to operational wear are not covered by this warranty. This warranty is void in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, improper installation, and/or improper maintenance. This warranty is also void in cases of start-up of product by a third-party service organization or other service provider not approved in advance by LS USA. On Products furnished by LS USA, but manufactured by others, the written warranty of the manufacturer, if any, will be assigned to Buyer if assignment is reasonably practicable. The Buyer's only remedy with respect to defective Products that are subject to a manufacturer's warranty that has been assigned to the Buyer is against the manufacturer. The Buyer acknowledges and agrees that LS USA does not have any obligation or liability to the Buyer with respect to such Products. LS USA will not reimburse Buyer for any expenses incurred by Buyer in repairing or replacing any defective Products, except for those incurred with the prior written permission of LS USA. LS USA'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE, UPON PROMPT WRITTEN NOTICE BY BUYER OF ANY DEFECT, UPON VERIFICATION BY LS USA, TO REPAIR OR REPLACE WITHOUT CHARGE, F.C.A. HOUSTON, TEXAS, ANY DEFECTIVE PRODUCTS, OR PARTS THEREOF, EXPRESSLY WARRANTED HEREIN AGAINST DEFECTS BY LS USA. THIS WARRANTY COVERS ONLY REPLACEMENT OR REPAIR OF DEFECTIVE PARTS AT LS USA'S MAIN OFFICE AND DOES NOT INCLUDE FIELD SERVICE TRAVEL AND LIVING EXPENSES. IN NO EVENT SHALL LS USA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. If any third party claim of infringement of a third party's intellectual property rights substantially interferes with Buyer's use of the Products, or if LS USA believes that a third party claim may substantially interfere with Buyer's use of the Products, LS USA, at its sole discretion, may: (a) replace or modify the portion of the infringing Product, without additional charge, with functionally equivalent and non-infringing parts to avoid the infringement; or (b) if the foregoing alternatives are not commercially reasonable, terminate this Agreement. This Section 6 shall constitute LS USA's entire liability and Buyer's exclusive remedy for a claim of infringement.

**7.- DISCLAIMER OF WARRANTIES**

LS USA AND BUYER AGREE THAT THE WARRANTIES IN THE PRECEDING SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LS USA HEREBY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty. The specifications of the Products sold by LS USA are detailed in LS USA's brochures and on its website. These specifications are not to be considered warranties, conditions, or guarantees of quality, classification, merchantability, fitness for purpose or usability.

**8.- LIABILITY**

(a) Limitation of Liability: LS USA SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGE, WHETHER BASED ON LOST REVENUE OR OTHERWISE, REGARDLESS OF WHETHER LS USA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES IN ADVANCE. LS USA'S TOTAL AGGREGATE LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL BE LIMITED TO THE MONIES OR FEES PAID BY BUYER TO LS USA FOR THE DEFECTIVE PRODUCTS, REGARDLESS OF WHETHER BUYER'S CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. (b) Liability Disclaimer: ON BEHALF OF ITSELF AND ITS SUPPLIERS, LS USA DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS OR BUYER'S USE OF ANY PRODUCT. LS USA shall have no liability for any claim of infringement based on use of, or combination of any Product with, non-LS USA products (unless authorized by LS USA in writing) if such infringement would have been avoided by the use of the Product without the use of other products.

**9.- ENGINEERING DATA**

All engineering data, design information, and engineering and shop drawings used in the completion of an order under these Terms and Conditions are and shall remain the property of LS USA. Buyer shall not copy, reproduce, distribute, publish, or communicate to any third party such data without the prior written permission of a properly authorized representative of LS USA. LS USA hereby gives its permission to the Buyer to distribute product data or operational and maintenance information to its end users of the Products.

**10.- PATENTS**

Orders for Products manufactured to Buyer's drawings or specifications are executed only with the understanding that Buyer will indemnify and hold harmless LS USA from any and all damages sustained by LS USA including, but not limited to, reasonable legal fees on a solicitor and own client basis resulting from any action or threatened action against LS USA for infringement of the patents or other intellectual property rights of any other person.

**11.- FINAL AGREEMENT**

THESE TERMS AND CONDITIONS, INCLUDING THE FACE PAGE HEREOF, CONSTITUTE THE FINAL WRITTEN EXPRESSION OF THE TERMS AND CONDITIONS BETWEEN LS USA AND BUYER REGARDING THE PRODUCT, AND THEY ARE A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS AND CONDITIONS. ANY NEGOTIATIONS OR UNDERSTANDINGS BETWEEN LS USA AND BUYER THAT ARE NOT CONTAINED IN THESE TERMS AND CONDITIONS SHALL HAVE NO FORCE OR EFFECT.