·GH·
Cranes & Components

GH Cranes & Components USA
249 Apache Trail
Terrell, TX 75160
T: 972-563-8333

GH Cranes Corp Inc.
9134 Gulfstream Rd.
Frankfort, IL 60423
T: 815-277-5328

www.ghcranes.com

GENERAL TERMS AND CONDITIONS OF SALE

1) GENERAL

a) All orders for equipment and services supplied by GH Cranes & Components USA Inc. and/or GH Cranes Corporation Inc. (hereinafter referred to as the "Company") shall be subject to these conditions of sale.

b) The acceptance of a quote or proposal automatically makes these Terms in effect, unless modified in writing at the time of order placement. Acceptance means either by Purchase Order or verbal agreement, and the scheduling and providing of materials and/or service by the Company.

c) Price quotations by the Company are subject to change without notice and expire thirty (30) days from their date (unless differently noted in the specific quote). No modification or additional condition, either written or oral, will be binding upon the Company unless agreed to in writing.

d) No other terms and conditions related to this transaction and/or contract shall be binding upon the Company unless agreed to in writing.

2) TAXES & GOVERNMENT REGULATIONS

Unless otherwise stated in a quote, the Company's prices do not include sales tax, excise tax, or similar taxes resulting from any form of governmental taxation or tariff, and all such taxes shall be the sole responsibility of the Purchaser.

3) PAYMENTS

a) Payment is to be made in US Funds, unless another currency is stated in the specific proposal.

b) The Company reserves the right to charge interest on the overdue balance outstanding at 12% per annum from the invoice date to the date of payment. Such balance shall be paid at the said rate, in installations, from the due date to the date of payment. Pro-rata payments shall become due as shipments are made.

c) In the case that shipments are delayed by the Purchaser, payment shall become due at the time when the Company is prepared to make shipment. The Purchaser shall be held accountable for any additional costs the Company incurred by such a delay, and such additional costs shall be paid by the Purchaser.

d) Storage: Any equipment held for the Purchaser shall be at the Purchaser's risk and shall bear a standard charge of $750.00 per week to cover storage and handling.

e) In the case of progress payments, the entire purchase price shall become due and payable at the moment the Purchaser fails to make any payment as provided. In the event the Purchaser defaults on the payment schedule agreed upon, the Company shall be freed of any warranty obligations to the Purchaser.

f) In the event the Purchaser fails to timely make payment and/or defaults on any payment on this transaction and/or contract, or fails to make timely payment and/or defaults on any other payment on any other transaction and/or contract between the Company and Purchaser, the Company at its sole option and discretion may withhold shipment and/or delivery of any and all goods and services, on this or any other transaction and/or contract, until such time as Purchaser cures the default and makes the payment(s) due and owing to the Company. The Company shall not be deemed to be in default or breach of any transaction or contract by the exercise of such rights, and Purchaser shall not be entitled to any damages, consequential or otherwise, as a result of the Company's exercise of such rights and/or remedy.

g) Other Contracts or Agreements:

i) Purchaser shall not have the right to back charge or withhold payment from Company on this transaction and/or contract because of any claims or disputes with the Company on any other transaction and/or contract, including but not limited to any alleged breach or default by the Company on any other transaction and/or contract.

ii) Further, Purchaser shall not have the right to offset amounts owed to the Company on this transaction and/or contract because of any claims or disputes with the Company on any other transaction and/or contract, including but not limited to any alleged breach or default by the Company on any other transaction and/or contract.

iii) Similarly, Purchaser shall not have the right to withhold payment from Company on any other transaction and/or contract because of any claims or disputes with the Company on this transaction and/or contract, including but not limited to any alleged breach or default by the Company on this transaction and/or contract.

iv) Further, Purchaser shall not have the right to offset amounts owed to the Company on any other transaction and/or contract because of any claims or disputes with the Company on this transaction and/or contract, including but not limited to any alleged breach or default by the Company on this transaction and/or contract.

h) Any attempt by Purchaser to withhold payments and/or to offset amounts owed to Company constitutes a breach of contract by Purchaser, to which Company is entitled to any and all remedies and damages as are allowed in equity and/or law.

i) Ownership and/or title of the equipment will remain with The Company until the total payment of the agreed amount. The cost of repair to any part of the crane system due to mis-use of the crane after commissioning, testing, and customer acceptance, but before payment is received, is totally to be borne by the customer.

4) ACCEPTANCE

No order or other proposal (or proposed amendments thereto) from a Purchaser shall be binding upon the Company unless agreed to and accepted in writing by an authorized representative of the Company, in its sole discretion. Purchaser's acceptance of price quotations from the Company is limited to the period before the expiration of the price quotation. No contract shall be deemed to exist between the Company and Purchaser absent the presentation by Company to Purchaser of an Order Acknowledgement form. In no event shall the Company be deemed to have accepted, nor deemed to be bound by, any terms and conditions of sale and/or purchase offered or presented by Purchaser that conflict with the Company's terms of sale.

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5) CHANGES

The Company will not accept changes in specifications or scope unless specifically agreed in writing.

6) CANCELLATION

No contract, transaction or accepted purchase order may be cancelled by Purchaser without the express written consent of the Company, which Company may grant or deny in its sole discretion. The Company shall be entitled to recovery of any and all damages as a result of any such cancellation by Purchaser, including but not limited to actual expenses and/or lost profits. The Company reserves the right to cancel any contract, transaction or purchase order because of impossibility, impracticability, force majeure, material breach by Purchaser, and/or any other reason outside of the immediate control of the Company and/or otherwise recognized at law or equity.

7) DELIVERY

Dates of delivery are approximate only. The Company shall not be liable for delays in manufacture or delivery, or failure to manufacture or deliver, due to causes beyond its immediate control, including but not limited to strikes, government interference, accidents, supply shortages, Purchaser's interference, Purchaser's breach, supplier interference or due to any other causes of a like or different nature beyond the Company's immediate control.

Should there be a need for Client's finished product storage, there will be a fee charged of $2.50 / sq ft per day for the space used. Other expenses that may arise, such as transfers to another warehouse, special transport, tow trucks, handling, and conservation, will be assessed in each case and will be at the Client's risk and expense.

8) RISK & TITLE

Any and all risk, damages and consequence of loss and/or damage to the equipment shall be borne by the Purchaser from the time of delivery by company to the carrier, and company shall be free from responsibility and/or liability for any damage to, or loss of equipment occurring thereafter. Title to the equipment shall not pass to the Purchaser until payment has been made in full, and default in payment shall entitle the company to retake possession thereof, in addition to any and all other remedies permitted at law and/or equity. Purchaser (and/or successive users), and not company, shall be solely liable for any and all damages caused by and/or resulting from the equipment and/or use of the equipment from the time of delivery by company to the carrier, and thereafter. The cost of repair to any part of the crane system due to mis-use of the crane after commissioning, testing, and customer acceptance, but before payment is received, is totally to be borne by the customer.

9) INSTALLATION

a. Unless otherwise specified in the quotation, installation is the responsibility of the Purchaser. The company expressly disclaims any and all liability related to installation not performed by The Company, and Purchaser covenants and agrees not to sue Company as to any dispute, claim or matter arising out of or related to any installation not performed by the Company.
b. Any permits required are the responsibility of the Purchaser. The Company is not responsible for providing, securing, issuing, or managing any permit approvals.
c. All Purchasers, regardless of whether they contract with the Company for installation, must ensure adequate clearance conditions as defined by CMAA to facilitate proper operation of the crane. The Purchaser is responsible to ensure that the crane has a full range of motion over its specified area, unimpeded by obstacles including but not limited to floor to ceiling beams, ductwork, piping, and overhead lights.
d. In case the Company is contracted to install equipment, the following conditions apply:
    i. Clear work area: Install assumes free and clear work area. If the area is not free and clear upon arrival an additional charge may apply.
    ii. The motor crane cost is based on having clear floor space to set up a motor crane inside the building and clear space above the crane, or a roof opening (provided by the hiring entity) and space outside the building to allow adequate space for the crane, boom, and hook
    iii. Electrical supply: Electrical supply should be at our disposal at the level of the conductor bar.
    iv. Power supply: The electrical power supply must meet the requirements of the crane system, which includes a separate ground leg as noted in NEC requirements. If this proper power supply is not available at the time of testing, the warranty will be considered null and void. Operational testing at the time of installation is based on the availability of power to the crane immediately upon completion of installation. Otherwise, a chargeable second trip by a service technician may be required.
    v. If additional time is required for onsite training or other possible activity prior to the start of installation, additional charges may apply.
    vi. Time / overtime: For Services performed on Saturdays, Sundays, holidays, during the night or above 8 hours / day, overtime rates shall apply.
    vii. Civil and Structural works & engineering: Unless differently stated in the specific proposal, all types of civil and structural works, foundations, engineering, and stamped drawings are not included in the Company's scope of works.
    viii. Installation materials, supplies, or services: Any Installation materials, supplies, or services (i.e. roof removal and reinstallation required to facilitate installation) not specifically outlined in the proposal is not included in the Company's Scope of Work.

10) ENGINEERING DESIGN AND DRAWINGS

a. Designs and drawings stamped by a Professional Engineer (PE) for cranes and runways are not included, unless specifically mentioned in our proposal.
b. Design analysis of buildings and footings are not included.
c. GH components are designed to FEM standards.

11) BUILDING CONDITION AND RUNWAYS

a. The Company is not responsible for the integrity of the existing building or existing building support structure on which the runway or crane is to be installed. The Purchaser is responsible for confirming the ability of the

building system (foundation and structure) to support the free-standing or tied-back runway system.

b. Unless otherwise specified, runways and end-stops are not supplied by the Company.
c. The Purchaser is responsible for accurately specifying runway span and ensuring that the runways are level and aligned to within tolerances specified by current AISC and CMAA guidelines.

12) WARRANTY

a. The company warrants our equipment against defects in material and workmanship for a period of:
   1) One (1) year from the date of load test and handover of the crane to the customer for their use;
   2) In the case of RTG's (Rubber Tired Gantries), one (1) year from the date of shipment or 1,000 hours, whichever comes first;
   3) Unless differently stated in the specific quote.

   The company will replace free of charge, f.o.b. Its manufacturing plant, any part or parts found to be defective provided that the Purchaser informs the company of the defect immediately (within seventy-two (72) hours) and no repairs or alterations have been performed by the Purchaser or a third party without written approval by the company.
b. This warranty shall not cover normal wear and tear parts (such as wire ropes, remote transmitters, rope guides, sheaves, brakes, batteries, or wheels) which owing to their inherent material properties or the use they are intended for, are subject to premature wear.
c. The company cannot be held responsible for any reversal of phases on the power station network connected to the equipment. The company is not liable under this warranty for damages caused by improper installation or use of the equipment or for lifting loads above rated capacity or duty group. The company is not liable under this warranty for lost profits, consequential damages, claims, expenditures, or losses arising from operational delays or work stoppages caused by defective equipment.
d. All repairs on the equipment during the warranty period, must be authorized in writing by the company. No warranty shall apply to the equipment unless the Purchaser provides a written and signed certification to the company ("the equipment certification form") in which the Purchaser certifies that the equipment has been properly installed and tested by Purchaser, and in which Purchaser certifies that all such equipment is in satisfactory working order. Damage caused by improper storage, improper installation, unauthorized repairs, misuse, improper wiring, improper electrical service, improper handling or treatment, overloading, the use of unsuitable fuels and oils, improper modifications, improper maintenance, faulty construction work and/or foundations, unsuitable building grounds, chemical, electro-chemical or electrical influences, or other circumstances which may arise through no fault of the company, shall be excluded from the warranty.
e. All of the company's warranties shall be null and void in the event that Purchaser or any subsequent user engages in any of the improper conduct referenced herein, or if any of the foregoing events and/or circumstances occur. The company shall be free of any and all obligations, costs and liabilities under this warranty in such event. All warranties shall extend only to the Purchaser in private of contract with the company. Purchaser, and not the company, shall be solely responsible for informing users of the equipment of all limitations of warranty and liability.
f. Except for the foregoing, no warranty, express, implied or statutory is made by the company.
g. The company shall be free of any obligations under this warranty should the Purchaser default on payment terms agreed upon.

13) INDEMNIFICATION

The Company is not responsible for any misuse or mis-application of the products or services sold to the Buyer. Buyer shall indemnify, defend, and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party in a final non-appealable judgment, relating to/arising out of or resulting from any claim of a third party or Seller arising out of or occurring in connection with the products purchased from Seller or Buyer's negligence, willful misconduct, or breach of this Agreement. Buyer shall not enter into any settlement without Seller's or Indemnified Party's prior written consent.

14) DISPUTES AND SEVERABILITY

Purchaser agrees to be subject to the governing laws and jurisdiction of Kaufman County, Texas and/or the State of Texas to solve any dispute. Any unenforceable provision may be severed from this agreement, ant the remaining terms and conditions will be enforced as a whole.

15) ATTORNEY FEES

The Company shall be entitled to reimbursement of collection costs and reasonable attorney fees incurred to enforce its rights under this agreement.

16) CONFIDENTIALITY

The Company reserves all intellectual property rights related to the equipment, including but not limited to all schematic drawings thereof, and Purchaser shall not disseminate or publish any such intellectual property without the express written authorization of the Company, other than to users of the equipment with whom Purchaser has legitimately contracted who shall also be bound by these confidentiality restrictions. Any breach of these confidentiality restrictions by Purchaser or its users/Purchasers shall be deemed to have caused the Company immediate and irreparable harm, and the Company shall be entitled to any and all remedies available provided by equity and/or law against Purchaser.