

ENGINEERED HANDLING SYSTEMS, INC.



TERMS & CONDITIONS

This contract proposal including these terms and conditions constitutes an offer in response to the Customer's statement of requirements and specifications and shall be incorporated and become a part of the Agreement between EHS and the Customer. This Agreement must be referenced on the Customer's purchase order. All items listed below are in effect unless other arrangements are stated in the quote.

1. Site should be cleared prior to delivery of materials to job site.
2. A weatherproof area should be designated at job site for materials storage - not more than 20' from job site.
3. It is the responsibility of the customer to unload the equipment at the time of delivery.
4. All necessary services (restrooms, power for tools, etc.) should be available on site for EHS personnel.
5. Any on-site factory training is quoted plus expenses.
6. Delivery time frame in the quote is an estimate provided by the manufacturer at the time of the quote. Actual ship date of materials will be determined and provided upon placement of an order. If delivery adjustments are required, there will be no penalty to EHS. Time quoted excludes Holidays.
7. The customer is requested to provide a fork lift and driver to assist in the transportation of materials from the delivery/storage area to the installation location.
8. The customer shall provide a fork and/or scissors lift for installations as needed.
9. Special job site conditions or obstructions occasionally require the use of special equipment such as cranes, etc. All prices are subject to site inspection in advance of delivery to determine whether such equipment is required.
10. It is the responsibility of the customer to provide for electrical service, in the form of a power drop to a switched disconnect, adjacent to the equipment at each installation location. (In the event air power is required, other specifications will be forwarded.)
11. The customer is responsible for removal of all packing materials and crating.
12. Installation pricing is non-union, based on normal weekday work hours (except as noted). If requested, an additional charge is necessary if union (including prevailing wage), weekend, holiday installation time or special safety requested certification is required by the customer.
13. Any delays at the time of installation due to lack of required preparation will be the responsibility of the customer.
14. This proposal, unless otherwise stated, must be accepted within 15 days or it lapses.
15. This proposal does not guarantee the strength of the building members to which we propose to attach our equipment. We guarantee that the hangers, attachments, and equipment which we furnish are adequate for the loads stated, provided that they are installed in accordance with our specific instructions.
16. This proposal does not include any alterations to the building, nor removal of interfering equipment, such as lights, pipes, and ducts, which may need to be removed in order to properly install our equipment except as stated. Sprinkler work is not included unless clearly stated in the proposal.
17. Warranty for the material supplied will be covered by the manufactures of the product and shall be provided to the customer upon request at the completion of the project.
18. Canceled orders are subject to cancellation charges. Orders are non-cancelable once they are shipped and special orders are non-cancelable once entered into production.
19. If samples are requested either by EHS or the manufacturer, the sample provided by the customer must be the exact sample from production that will be run on the line. They must be sent as directed, prepaid to the manufacturer and the acceptance of the project will be confirmed after the sample evaluation and testing.
20. It is understood that partial shipment of equipment, covered by this proposal, may be made as soon as manufactured, and that partial billings will be accepted and paid covering these shipments.
21. Sales, Excise, Use or any other taxes, measured by sales, are not included in this proposal, unless shown as a separate item. Purchaser will be held liable for and assumes the payment of any such tax. All permits by others.
22. All credit card payments are subject to a 3% service charge.
23. In the event payment to seller is not made by purchaser as set forth under these conditions, then purchaser agrees to pay, in addition to the sum due, all costs of collection, including reasonable attorney's fees.
24. Engineered Handling Systems, Inc. reserves the right to correct any typographical or clerical errors in prices or specifications. All terms, conditions, prices and specifications are subject to change with prior notice.