

Wisconsin Lift Truck Corp. Standard Terms and Conditions

These Standard Terms and Conditions apply except to the extent directly inconsistent with other terms or conditions stated in the body of a signed document.

1. Acceptance. No contract is formed until Wisconsin Lift Truck (" Seller") accepts Buyer's order, which may be subject to finance approval. Unless otherwise stated, any quote or proposal provided by Seller if valid for 30 days only. Seller's acceptance of Buyer's order is expressly conditional upon Buyer's agreement to these terms and conditions. All inconsistent or additional terms, modifications, or changes are deemed material, are expressly rejected, and do not form a part of the contract unless Seller agrees to such terms in writing.
2. Prices, Payments, Interest. Prices are exclusive of taxes. Payment terms for equipment are NET 10 DAYS. All other invoices are 1% 10, net 30. All overdue amounts bear a finance charge of 1 1/2% per month.
3. Title. Title to products does not pass to Buyer until Buyer has paid all amounts owed under this agreement. Should Buyer fail to make any payment when owed, Seller may enter Buyer's premises and remove the products.
4. Delivery. Seller shall not be liable for delivery delays beyond its control, including delays caused by its suppliers. All delivery dates are merely good faith estimates. All shipments are FOB Seller's office, and the risk of loss passes to Buyer upon delivery.
5. Warranties. Seller does not warrant the products which it distributes but does not manufacture. Rather, the sole warranty for any such product is that provided by the particular product manufacturer. For any services or repair parts provided by Seller, Seller warrants its work or repair parts to be free from defects in material or workmanship for a period of ninety (90) days after performance or installation. **SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
6. Warranty Remedies. Buyer must notify Seller of any warranty claim within 10 days after such claim arises, otherwise Buyer waives all rights to such claim. Unless agreed otherwise in writing, Buyer's sole remedy for breach of warranty is, at Seller's option, the repair of the defect, the correction of the service, or the providing of a replacement part FOB Seller's office. Seller will not be responsible for costs of dismantling or reassembling the product. Further, Seller will not be liable for any other direct, indirect, consequential, incidental, or special damages arising out of a breach of warranty. THESE REMEDIES ARE EXCLUSIVE AND ALL OTHER WARRANTY REMEDIES ARE EXCLUDED.
7. Limitation of Liability. The Seller's price is based on the enforceability of this limitation of liability, and the Buyer understands that the price would be substantially higher without this limitation. SELLER SHALL HAVE NO LIABILITY TO BUYER FOR LOST PROFITS OR FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER

ARISING IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POTENTIAL DAMAGES IN ADVANCE.

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE CONTRACT PRICE.

IN THE EVENT THAT ANY WARRANTY OR WARRANTY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, OR IS HELD TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, IN CONSIDERATION OF THE OTHER PROVISIONS OF THIS AGREEMENT, THE PARTIES UNDERSTAND AND AGREE THAT ALL LIMITATIONS OF LIABILITY UNDER THIS PROVISION WILL NEVERTHELESS REMAIN IN EFFECT.

8. Cancellation. Any order accepted by Seller may be cancelled by Buyer only upon written notice to Seller and payment of Seller's cancellation charges. At Buyer's request a statement of such charges will be furnished by Seller prior to cancellation.
9. Waiver. No waiver by either party of a right under this agreement shall waive any other rights.
10. Governing Law; Jurisdiction; Venue; Waiver of Jury. This agreement shall be governed by the laws of the state of Wisconsin. With respect to any disputes arising out of the subject transaction: (i) Buyer expressly consents to, and subjects him/itself to, the personal jurisdiction of courts located in the State of Wisconsin and to venue located in Milwaukee or Waukesha County; and (ii) waives any right to trial by jury.
11. Attorneys fees. Seller shall be entitled to reimbursement of reasonable attorney fees and collection costs incurred to enforce its rights under this agreement.
12. Trade In. The trade-in value applied on the quotation, if any, assumes a trade-in in normal condition for its age and hours. Any variation from normal wear and tear will adjust the value accordingly at the time of delivery and acceptance.
13. Extras. Safety lights, back-up alarm, overhead guard and load safety racks are recommended on every lift truck and are, in most cases, required by OSHA. In the event Buyer chooses not to purchase these or any other Seller-recommended safety items, or after delivery of the equipment causes or allows such safety items to be removed or rendered ineffective, Seller accepts no responsibility for any accident or injury which might have been prevented by such safety items, and Buyer indemnifies Seller against all liability, loss or damage arising therefrom, including reasonable attorneys fees.
14. Severability. Any legally unenforceable provision may be severed from this agreement, and the remaining terms and conditions will be enforced as a whole.
15. Entire Agreement. These terms and conditions and any other writing signed by Seller constitute the entire agreement, and may not be modified other than by a written document signed by Seller.