



GENERAL TERMS AND CONDITIONS OF SALE

By submitting a Purchase Order, Buyer acknowledges and agrees to the following terms and conditions.

Applicability. These terms and conditions of sale ("Terms") are the only terms which govern the sale of the goods ("Goods") by the Vantage Group, which includes G.A.L. Manufacturing Company, LLC, Hollister-Whitney Elevator Co. LLC, G.A.L. Canada Elevator Products Corp., Bore-Max Company, Courion, and Elevator Controls Corporation (G.A.L. Manufacturing Company, Hollister-Whitney Elevator Co., G.A.L. Canada Elevator Products Corp, Bore-Max Company, Courion and Elevator Controls Corporation referred to collectively as "Seller") to Seller's customers ("Buyer") and prevail over any of Buyer's terms and conditions of purchase.

Delivery. The Goods will be delivered within a reasonable time after the receipt of Buyer's Purchase Order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer.

Freight. All shipments are F.O.B. point of manufacture unless otherwise specified. Buyer will pay for all transportation and handling charges from point of manufacture, and Buyer accepts all risk of loss following delivery at point of manufacture.

Indemnification. Buyer will indemnify, defend and hold Seller harmless from and against all claims of parties claiming under or through Buyer with respect to the Goods, including damages or injuries related in any way to the Goods being supplied.

Price. Buyer purchases the Goods from Seller at the Price[s] set forth in Seller's published price list in force as of the date of Buyer's purchase order.

Warranty. All parts and equipment manufactured by Seller are warranted to the original purchaser to be free from defects for a period of one (1) year from the date of shipment. During the term of the warranty, Seller will replace any part which proves to be defective in material and/or workmanship upon inspection. The warranty does not cover any damage due to misuse, abuse, neglect, accident, vandalism or improper installation. It does not include any damage incurred during the shipping process. If Supplier has purchased the Goods from an identified manufacturer and resold it to Buyer, the manufacturer's original warranty will apply.

THIS WARRANTY IS THE ONLY WARRANTY MADE BY SELLER AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO TRANSPORTATION CHARGES, LABOR OR UNAUTHORIZED REPAIRS WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Code Compliance. Responsibility for compliance of the final, completed installation (within which Goods may be installed) with applicable national or local Code requirements is the sole responsibility of the Buyer.

Waiver. No failure to exercise, or delay in exercising, or partial exercise any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver.

Software License. License Grant: All software programs which are in human readable source form or machine-readable object form and which include, but are not limited to, programs having a series of instructions, statements and data, and related materials provided by Seller remain the property of Seller. Buyer is provided solely with a personal and nonexclusive license to use such programs for execution on the equipment for which it is provided.

Copyright and Title. No title to the intellectual property in the software programs or material is transferred to Buyer under this license. All software and its copyrights are owned by Seller. The software is protected by applicable copyright laws and international treaty provisions.

Restricted Use. Buyer will not export the programs or material without the appropriate government licenses. Buyer agrees not to reverse engineer, decompile, or disassemble the software. Buyer may not rent or lease the software to any third parties but may transfer software and written materials, provided Buyer does not retain any copies and the recipient agrees to the terms of this software license.

Returns. Buyer shall bear the cost and risk of transport of allegedly defective parts to Seller's facility. All material returns must be accompanied by an "RMA" number. An RMA request can be made within thirty (30) days after the date of shipment. A restocking fee will be charged on returns resulting from any reason other than defective material or Seller's error. Orders delivered with specially engineered and/or fabricated materials may not be returned for credit.

Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of New York.