



## 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 ("G.A.L. Manufacturing"), Hollister-Whitney Elevator Company LLC ("Hollister-Whitney"), G.A.L. Canada Elevator Product Corp. ("G.A.L. Canada"), Bore-Max Company ("Bore-Max"), Elevator Controls Company, LLC ("Elevator Controls"), Comprehensive Manufacturing Services, LLC ("Courion"), Freight Tech LLC ("Freight Tech"), Vertical Dimensions LLC ("Vertical Dimensions"), and Vantage Elevation LLC (each of which is referred to as a "Seller" and collectively as "Vantage") to Vantage's customers ("Buyer") and prevail over any of Buyer's or other terms and conditions of purchase, except as otherwise agreed by the parties in writing.

**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.** Subject to applicable law, 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.

**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, with the exception of 1) controllers which will be warranted for a period of two (2) years from the date of shipment and 2) elevator hoist machines which will be warranted for a period of five (5) years 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 Seller has purchased the Goods (or their components) from an identified manufacturer and resold it to Buyer, the manufacturer's original warranty will apply. No Warranty is made for another party's labor or expenses associated with installation, service, maintenance, or repair.

### Warranty Fulfillment

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 One (1) Year after the date of shipment, no returns/restocking being allowed after One (1) year. In the case of elevator controllers, an RMA request can be made within two (2) years after the date of shipment, no returns/restocking being allowed after two (2) years. In the case of elevator hoist machines, an RMA request can be made within five (5) years after the date of shipment, no returns/restocking being allowed after five (5) years.

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 LIQUIDATED DAMAGES, 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.

Force Majeure. Seller is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, pandemic, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or communication services or any other causes beyond the Seller's control.

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 Vantage remain the property of Vantage. 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 patents, copyrights, and trademarks are owned by Vantage. The software is protected by applicable patent, copyright, and trademark 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 resell or lease the software to any third parties but may transfer software and written materials to a successor, 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 any material they wish to return to the seller. Shipping and handling charges are the responsibility of the buyer. Orders delivered with specially engineered and/or fabricated materials may not be returned for credit. A 25% restocking fee will be charged on all returns resulting from any reason other than defective material or the Seller's error. All returns must be returned in like new condition within Ninety (90) days following their initial receipt by the Buyer. All material returns must be accompanied by an "RMA" number. None of the foregoing pertains to parts or equipment covered under the warranty provisions explained above.

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.

Quote Terms. This quote is based on customer provided information. If information subsequently received reflects different field data, equipment data, or functional requirements, pricing will be adjusted, and a revised quotation provided. Customer remains liable for all applicable sales taxes, if any, which are not included in the quote. The quote is in US dollars. All freight is FOB point of origin. Quotations for all configured/engineered products will be held for Ninety (90) days and all such products must ship within Ninety (90) days of the Buyer's Purchase Order. Quotations for replacement parts will be held for Thirty (30) days and all such products must ship within Thirty (30) days of the Buyer's Purchase Order.

Lead Times/Ship Dates. Seller cannot provide a confirmed ship date without a Purchase Order, a customer executed Order Acknowledgment, completed engineering data forms, and customer approved submittal drawings (when applicable).

Payment Terms. Vantage standard payment terms are net Thirty (30) days (applicable to accounts in good standing). A one percent discount (1%) will be provided for invoices paid in full within Ten (10) days of the invoice date.

Customer credit limits and amounts are offered at the sole discretion of Vantage and are subject to change without notice. For order amounts in excess of defined credit limits, a minimum down payment 50% is required, provided that the account is in good standing. Accounts in arrears are subject to a 100% pre-payment requirement and/or credit hold at the discretion of Vantage.

Past due invoices are subject to a 1.5% percent surcharge per month on all past due, outstanding balances. In the event that collection actions are required on past due balances, the Purchaser agrees to pay, in addition to any past due balances inclusive of accrued surcharges, all attorney fees, collection costs, and court costs in connection therewith.

Order Changes. If there is a material change to an equipment order, which occurs after the job has been released for manufacturing, whether due to inaccurate field data, customer provided engineering data, change in functional requirements, or change in scope, a change order fee up to of 50% of the original order is applicable. Final determination of the change order value will be based on the sole judgement and discretion of the Seller.

Order Cancellations. If an order is canceled during production engineering a 10% cancellation fee is applicable (at the discretion of Vantage). If an order is canceled following production engineering a 25% cancellation fee is applicable (at the discretion of Vantage). If an order is canceled once the job has been released for manufacturing, a 50% cancellation fee is applicable (at the discretion of Vantage). If an order is fully manufactured and ready to be shipped, a 100% cancellation fee is applicable (at the discretion of Vantage).

Storage Fees. Vantage reserves the right to impose storage fees for finished goods not accepted for delivery to, or picked up by, the Buyer in a timely manner.

Special Services. For the on-site disassembly and reassembly of Hollister Whitney machines, a charge of \$5,000.00 per machine (one technician) will be assessed. If a second technician is required, an additional charge of \$2,500.00 per machine will be assessed.

On-Site Technical Support (out of warranty support). On-Site technical support of out-of-warranty products will be invoiced at \$1,000.00 per half day (up to four hours) or \$2,000.00 per full day (four to eight hours). These charges are applicable to both work and travel time. Travel and meal expenses (when applicable) will be billed on a direct cost basis.

Credit Card Fees. Vantage reserves the right to charge a credit card convenience fee as permitted by law.

Expedited Fees. Vantage reserves the right to charge an expedite fee to accelerate product delivery relative to standard lead times.

Minimum Order. \$50.00 is the minimum order amount for all Vantage Business Units and Regional Service Centers.