

HCRBRANDS QUOTE TERMS**PRICING**

UNLESS OTHERWISE SPECIFICALLY STATED, PRICES ARE:

- A. VALID FOR 30 DAYS FROM QUOTE DATE.
- B. SHOWN IN USD.
- C. CONTINGENT ON THE QUANTITY QUOTED.
- D. SUBJECT TO CHANGE PRIOR TO PURCHASE ORDER ACCEPTANCE BY HCRBRANDS.
- E. EXCLUSIVE OF SHIPPING/HANDLING, IMPORT/EXPORT DUTIES OR TAXES, SALES TAX, USE TAX, OCCUPATIONAL TAX, LEGAL FEES, PERMIT FEES, AND ADMINISTRATIVE FEES.
- F. EXCLUSIVE OF TRANSPORTATION OR DISPOSAL COSTS OF EXISTING PARTS/EQUIPMENT.
- G. EXCLUSIVE OF PAINTING, LABELING, OR CLEANING OF THE EQUIPMENT OR WORK AREA.
- H. EXCLUSIVE OF CUSTOMER REQUIRED TRAINING, BREAKS, OR DELAYS.
- I. HCRBRANDS MINIMUM ORDER AMOUNT IS \$150.00.

BEST PRICE GUARANTEE

UNLESS OTHERWISE SPECIFICALLY STATED:

- A. HCRBRANDS WILL ALWAYS SUPPLY THEIR BEST PRICE, WHILE PROVIDING INDUSTRY LEADING PRODUCTS AND SERVICES.
- B. IF A CUSTOMER FINDS A LOWER ONLINE OR QUOTED PRICE FOR A MATCHING PRODUCT OR SERVICE, HCRBRANDS WILL MAKE EVERY EFFORT TO BEAT THE COMPETITORS PRICE (EXCLUDING TRAVEL).
 - A. THE PURCHASER MUST SUBMIT A BEST PRICE GUARANTEE REQUEST VIA EMAIL TO INSIDESALES@HCRBRANDS.COM.
 - i. REFERENCE THE HCRBRANDS QUOTE NUMBER.
 - ii. INCLUDE PROOF OF THE COMPETITOR'S PRICE IN THE FORM OF A QUOTE, WEBSITE URL, OR SCREENSHOT.
 - B. HCRBRANDS WILL REVIEW THE REQUEST WITHIN 2 BUSINESS HOURS AND PROVIDE AN UPDATED QUOTE.
 - C. IF HCRBRANDS IS UNABLE TO BEAT A COMPETITOR'S PRICE FOR ANY REASON YOU WILL BE ISSUED A \$100.00 ACCOUNT CREDIT.
 - D. HCRBRANDS RESERVES THE RIGHT TO DISCONTINUE THIS PROGRAM AT ANY TIME WITHOUT NOTICE.

PAYMENT TERMS

UNLESS OTHERWISE SPECIFICALLY STATED, PAYMENT TERMS ARE:

- A. NET 30 DAYS FROM DATE OF INVOICE.
- B. ORDERS EXCEEDING \$10,000.00: 20% AT PLACEMENT OF ORDER, 80% NET 30 DAYS (PERCENTAGES BASED ON TOTAL QUOTE).
- C. ORDERS EXCEEDING \$20,000.00: 50% AT PLACEMENT OF ORDER, 30% PRIOR TO SHIPMENT, 20% NET 30 DAYS (PERCENTAGES BASED ON TOTAL QUOTE).
- D. ORDERS EXCEEDING \$200,000.00: 70% AT PLACEMENT OF ORDER, 20% PRIOR TO SHIPMENT, 10% NET 30 DAYS (PERCENTAGES BASED ON TOTAL QUOTE).
- E. ONLINE ORDERS ARE SUBJECT TO CREDIT CARD OR ACH PAYMENT AT TIME OF ORDER.
- F. PAYMENT BY CREDIT OR DEBIT CARD IS SUBJECT TO A 4% PROCESSING FEE FOR ALL ORDERS.
- G. PURCHASER MAY NOT SETOFF ANY AMOUNTS DUE OR PAYABLE TO HCRBRANDS AGAINST ANY CLAIM OR CHARGE PURCHASER MAY HAVE AGAINST ANY HCRBRANDS COMPANY, SUBSIDIARY, OWNER, OR SUB-CONTRACTOR.
- H. HCRBRANDS RESERVES THE RIGHT TO FILE A MECHANIC'S LIEN ON THE PARTS/EQUIPMENT INCLUDED IN THIS QUOTE IN THE EVENT THE PURCHASER FAILS TO COMPLETELY PAY ALL BALANCES ON THE ORDER OR FUTURE ORDERS.
- I. SHOULD HCRBRANDS HAVE TO RESORT TO COLLECTION EFFORT TO COLLECT ANY AMOUNTS DUE, THE PURCHASER AGREES TO PAY INTERNAL/EXTERNAL COLLECTION FEES, REASONABLE ATTORNEY FEES, COURT COSTS, AND INTEREST.
- J. ORDERS RESULTING FROM THIS QUOTE ARE SUBJECT TO APPROVAL FROM THE HCRBRANDS CREDIT DEPARTMENT.

SHIPPING

UNLESS OTHERWISE SPECIFICALLY STATED:

- A. ALL SHIPMENTS FOB ORIGIN.
- B. SHIPPING/HANDLING CHARGES ARE NOT INCLUDED.
- C. A \$35.00 HCRBRANDS RUSH FEE WILL BE ADDED TO ALL NEXT DAY AIR OR AIR FREIGHT ORDERS, IN ADDITION TO VENDOR AND CARRIER CHARGES.
- D. SHIPMENTS WITHIN NORTH AMERICA WILL BE SHIPPED VIA FEDEX, PNG LOGISTICS, OR COMMON CARRIER AT THE DISCRETION OF HCRBRANDS. CUSTOMER REQUESTED SHIPMENT METHODS MAY NOT BE HONORED.
- E. SHIPPING ARRAIGNMENTS FOR SHIPMENTS OUTSIDE NORTH AMERICAN WILL BE MADE ON A PER ORDER BASIS.
- F. ANY LEAD TIMES PROVIDED ARE ESTIMATED AND EXCLUSIVE OF TRANSPORTATION TIME. HCRBRANDS SHALL NOT BE LIABLE FOR DELAY CAUSED BY WAR, FIRE, WEATHER, ACCIDENT, ACTS OF GOD, STRIKE, DIFFERENCES WITH WORKMEN, GOVERNMENT ORDER OR REQUIREMENT, OR ANY OTHER REASON BEYOND ITS CONTROL.
- G. THE PURCHASER AGREES TO ACCEPT AND RECEIVE SHIPMENT OF THE ORDER WHEN MANUFACTURING IS COMPLETE. THE PURCHASER DOES NOT HAVE THE ABILITY TO DELAY DELIVERY FOR ANY REASON. IF SHIPMENT IS REFUSED THE PURCHASER AGREES TO PAY RETURN SHIPPING CHARGES, STORAGE FEES, AND ANY OTHER REASONABLE FEES.
- H. CARRIER INSURANCE CAN BE REQUESTED BY THE PURCHASER FOR AN ADDITIONAL COST. HCRBRANDS WILL NOT REQUEST INSURANCE UNLESS IT IS SPECIFICALLY STATED IN THE BODY OF THE PURCHASER'S PURCHASE ORDER. IF CARRIER INSURANCE IS NOT AVAILABLE, IT WILL NOT BE PROVIDED.
- I. HCRBRANDS SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED DURING SHIPMENT, INCLUDING LOADING OR UNLOADING OF FREIGHT.

TAXES

UNLESS OTHERWISE SPECIFICALLY STATED:

- A. HCRBRANDS IS REQUIRED TO COLLECT AND REPORT SALES TAX IN THE FOLLOWING STATES, UNLESS A VALID STATE AUTHORIZED TAX-EXEMPT CERTIFICATE IS PROVIDED: PENNSYLVANIA, MARYLAND, NEW JERSEY, NEW YORK, OHIO, DELAWARE, WEST VIRGINIA, VIRGINIA, INDIANA, AND OKLAHOMA.

DRAWINGS & SPECIFICATIONS

UNLESS OTHERWISE SPECIFICALLY STATED:

- A. THE PURCHASER IS RESPONSIBLE TO REVIEW AND INSPECT ALL DRAWINGS AND/OR SPECIFICATIONS PROVIDED WITH THIS QUOTE. ALL PROPOSED INSTALLATIONS, RELOCATIONS, OR MODIFICATIONS ARE PROVIDED UNDER THE ASSUMPTION THAT ALL EXISTING STRUCTURES CAN SUPPORT THE PROPOSED LOADINGS. THE PURCHASER IS RESPONSIBLE TO REVIEW ALL PROPOSED INSTALLATION, RELOCATIONS, OR MODIFICATIONS WITH A CERTIFIED STRUCTURAL ENGINEER PRIOR TO SUBMISSION OF PURCHASE ORDER. HCRBRANDS CAN PROVIDE CERTIFIED STRUCTURAL ENGINEERING SERVICES AT AN ADDITIONAL COST.
- B. HCRBRANDS SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED TO EXISTING STRUCTURES INCLUDING BUT NOT LIMITED TO BUILDING SUPPORTS, FOUNDATIONS, RUNWAYS, FLOORS, ROOF/CEILINGS, WALLS, RACKING, OR MEZZANINES CAUSED BY THE PURCHASER'S FAILURE TO REVIEW THE PROPOSED INSTALLATION, RELOCATION, OR MODIFICATION WITH A CERTIFIED STRUCTURAL ENGINEER.
- C. PURCHASER'S SIGNED APPROVAL IS REQUIRED ON ALL APPROVAL DRAWINGS PRIOR TO ORDER FULFILLMENT.

TRAVEL, LODGING, AND PER DIEM

UNLESS OTHERWISE SPECIFICALLY STATED:

- A. TRAVEL LABOR IS INVOICED AT THE CURRENT HCRBRANDS LABOR RATE BASED ON DAY AND TIME OF TRAVEL, PER TECHNICIAN.
- B. VEHICLE MILEAGE IS INVOICED AT THE CURRENT HCRBRANDS MILEAGE RATE, PER VEHICLE.
- C. A FUEL SURCHARGE IS INVOICED ANYTIME FUEL PRICE EXCEED \$3.00 PER GALLON AT THE DISPATCH LOCATION.
- D. TURNPIKE, TOLL ROAD, OR TOLL BRIDGE TRAVEL IS INVOICED AT A RATE OF THE TOLL FARES PLUS 20%.
- E. LODGING IS INVOICED AT THE CURRENT LOCAL HOTEL ROOM RATE PLUS 20%.
- F. PER DIEM IS INVOICED AT A RATE NOT TO EXCEED \$150.00 PER NIGHT, PER TECHNICIAN.

LABOR

UNLESS OTHERWISE SPECIFICALLY STATED:

- A. ONSITE AND/OR SHOP LABOR IS NOT INCLUDED.
- B. THE MINIMUM ONSITE/SHOP LABOR CHARGE IS 1.5 HOURS PER TECHNICIAN, PER DISPATCH.
- C. HCRBRANDS RESERVES THE RIGHT TO USE SUBCONTRACTED OR TEMPORARY LABOR WITHOUT NOTICE TO THE PURCHASER.

EQUIPMENT RENTAL

UNLESS OTHERWISE SPECIFICALLY STATED:

- A. EQUIPMENT RENTALS ARE NOT INCLUDED.
- B. CUSTOMER TO SUPPLY NECESSARY EQUIPMENT FOR PROPOSED WORK. ALL EQUIPMENT MUST BE IN COMPLETE WORKING ORDER (AT THE DISCRETION OF THE LEAD HCRBRANDS TECHNICIAN) WITH A VALID ANSI INSPECTION CERTIFICATION.
- C. THE PURCHASER ASSUMES LIABILITY FOR ALL RENTAL EQUIPMENT PROVIDED BY HCRBRANDS.

ADMINISTRATIVE FEES

UNLESS OTHERWISE SPECIFICALLY STATED,

- A. ADMINISTRATIVE FEES ARE NOT INCLUDED.
- B. ALL ADMINISTRATIVE FEES WILL BE ADDED TO THE FINAL INVOICE AT THE CURRENT HCRBRANDS RATE.



RETURNS

UNLESS OTHERWISE SPECIFICALLY STATED:

- A. AN RMA MUST BE REQUESTED WITHIN 20 DAYS OF SHIPMENT FOR ALL RETURNS.
- B. ALL RETURNS ARE SUBJECT TO APPROVAL BY HCRBRANDS.
- C. NO EQUIPMENT, MATERIAL, OR PARTS MAY BE RETURNED TO HCRBRANDS WITHOUT PRIOR WRITTEN CONSENT, IN ADDITION TO ANY LABOR CHARGES INCURRED.
- D. A MINIMUM 25% RESTOCKING FEE IS CHARGED ON ALL RETURNED PRODUCT.
- E. PURCHASER IS RESPONSIBLE FOR RETURN SHIPPING TO HCRBRANDS AND/OR THE MANUFACTURER.
- F. USED/AS-IS OR CUSTOM ORDERS ARE NOT ELIGIBLE FOR RETURNS.

CANCELLATIONS

UNLESS OTHERWISE SPECIFICALLY STATED:

- A. IF IT BECOMES NECESSARY FOR THE PURCHASER TO CANCEL AN ORDER, THEY SHALL NOTIFY HCRBRANDS IN WRITING BY EMAIL TO INSIDESALES@HCRBRANDS.COM. UPON RECEIPT OF WRITTEN NOTICE ALL WORK WILL STOP IMMEDIATELY.
- B. THE PURCHASER WILL BE RESPONSIBLE FOR ALL COMPLETED WORK INCLUDING MATERIALS FOR CUSTOM/NON-STOCK ITEMS AND APPLICABLE RESTOKING CHARGES FOR ALL STOCK ITEMS.

WARRANTY

UNLESS OTHERWISE SPECIFICALLY STATED:

- A. HCRBRANDS PROVIDES A LIMITED ONE (1) YEAR WARRANTY ON WORKMANSHIP.
 - A. THE PURCHASER IS REQUIRED TO SUPPLY A PURCHASE ORDER FOR ALL REQUESTED WARRANTY WORK PRIOR TO THE CLAIM TO BEING REVIEWED.
 - B. CLAIMS ARE SUBJECT TO THOROUGH REVIEW BY HCRBRANDS, LAWYERS, INSURANCE PROVIDERS, AND THIRD-PARTY AGENCIES.
 - C. THE PURCHASER IS RESPONSIBLE FOR TRAVEL, LODGING, AND PER DIEM CHARGES RESULTING FROM A WARRANTY CLAIM.
- B. REVIEW MANUFACTURER WARRANTY INFORMATION FOR PRODUCT SPECIFIC WARRANTIES. HCRBRANDS SHALL NOT BE LIABLE FOR MANUFACTURER OR THIRD-PARTY WARRANTY CLAIMS.

US GOVERNMENT CONTRACTS

UNLESS OTHERWISE SPECIFICALLY STATED:

- A. ANY PROPOSED EQUIPMENT THAT IS TO BE USED IN THE PERFORMANCE OF A U.S. GOVERNMENT CONTRACT OR SUBCONTRACT MUST INCLUDE THE U.S. GOVERNMENT CONTRACT NUMBER ON THE PURCHASER'S PURCHASE ORDER.

DAMAGE

UNLESS OTHERWISE SPECIFICALLY STATED:

- A. ANY DAMAGE BELIEVED TO BE CAUSED BY HCRBRANDS MUST BE REPORTED TO HCRBRANDS WITHIN 5 BUSINESS DAYS IN WRITING BY EMAIL TO PROJECTCOORDINATION@HCRBRANDS.COM AND INCLUDE A STATEMENT OF EVENTS AND DAMAGE.
- B. A WALK-THRU SHOULD BE COMPLETED DAILY BEFORE SIGNING THE ONSITE TECHNICIANS DAILY RECEIPT. ANY DAMAGE MUST BE NOTED ON THE DAILY RECEIPT.
- C. HCRBRANDS SHALL NOT BE LIABLE FOR DAMAGE CAUSED BY THE PURCHASER, SUB-CONTRACTOR, OR A THIRD-PARTY.

ASSUMPTIONS

UNLESS OTHERWISE SPECIFICALLY STATED, PRICING IS BASED ON THE FOLLOWING ASSUMPTIONS:

- A. AVAILABILITY AND ACCESSIBILITY OF DOCK AND DRIVE-IN ACCESS FOR DELIVERY AND DURATION OF WORK.
- B. PURCHASERS ABILITY TO UNLOAD AND STORE FREIGHT UPON ARRIVAL AT THE FACILITY.
- C. FREE AND CLEAR ACCESS TO THE WORK AREA FOR DURATION OF WORK, AT THE DISCRETION OF THE HCRBRANDS LEAD TECHNICIAN.
- D. EXISTING STRUCTURES ABILITY TO SUPPORT INSTALLATION EQUIPMENT, LOAD TEST WEIGHTS, AND NEW/OLD EQUIPMENT.
- E. AVAILABILITY AND ACCESSIBILITY OF NECESSARY ELECTRICAL POWER FOR PROPOSED WORK, AT THE DISCRETION OF THE HCRBRANDS LEAD TECHNICIAN.
- F. PURCHASER HAS ACQUIRED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROPOSED WORK PRIOR TO ISSUING A PURCHASE ORDER.
- G. THE WORK AREA HAS NOT BEEN MODIFIED.

LIMITATION OF LIABILITY

UNLESS OTHERWISE SPECIFICALLY STATED:

- A. IN NO EVENT WILL HCRBRANDS HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE; AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY OF SELLER) FOR COVER OR FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THE PRODUCTS OR A SALE BY HCRBRANDS TO THE PURCHASER, EVEN IF HCRBRANDS OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HCRBRANDS'S AGGREGATE LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT OR OTHERWISE) WITH REGARD TO THE PRODUCTS, SERVICES, OR A SALE BY HCRBRANDS TO PURCHASER WILL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY PURCHASER FOR THE PARTICULAR ITEM(S) OF PRODUCTS OR SERVICES WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.
- B. PURCHASER AGREES TO INDEMNIFY AND HOLD HARMLESS HCRBRANDS FROM AND AGAINST ALL DAMAGES, LIABILITIES, ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS, DEMANDS, LOSSES, COST AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES, DISBURSEMENTS AND COURT COSTS) TO THE EXTENT ARISING FROM OR IN CONNECTION WITH PURCHASER'S ACTIONS, INCLUDING ANY MODIFICATIONS MADE BY PURCHASER TO PRODUCTS, NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PURCHASER, ITS AGENTS, EMPLOYEES, REPRESENTATIVES OR CONTRACTORS. PURCHASER SHALL PROVIDE PROMPT WRITTEN NOTICE OF ANY THIRD-PARTY CLAIM TO HCRBRANDS. HCRBRANDS IS NOT LIABLE FOR ANY AMOUNT OR DAMAGES THAT RESULT FROM THE JUDGMENT, NEGOTIATION, OR SETTLEMENT OF A CLAIM WITH THIRD PARTIES, UNLESS HCRBRANDS WAS NOTIFIED AND PARTICIPATED IN THE MATTER.

TITLE AND OWNERSHIP

UNLESS OTHERWISE SPECIFICALLY STATED:

- A. THE TITLE TO ALL PARTS AND EQUIPMENT INCLUDED IN THIS QUOTE SHALL REMAIN WITH HCRBRANDS UNTIL PAYMENT HAS BEEN RECEIVED IN FULL FOR ALL EQUIPMENT AND ASSOCIATED WORK.

ACCEPTANCE

UNLESS OTHERWISE SPECIFICALLY STATED:

- A. ALL TYPOGRAPHICAL ERRORS ARE SUBJECT TO CORRECTION. ANY CHANGES, INCLUDING QUANTITY REQUIRE A REVISED QUOTE.
- B. ALTERNATION OF THESE TERMS ARE NOT PERMITTED. ANY CHANGES MADE BY THE PURCHASER OR THEIR COUNCIL ARE NOT RECOGNIZED OR ENFORCEABLE.
- C. HCRBRANDS QUOTE TERMS SUPERSEDE ANY CONTRADICTORY TERMS ON THE PURCHASER'S PURCHASE ORDER OR CONTRACT. HCRBRANDS DOES NOT AGREE OR RECOGNIZE ANY CONFLICTING TERMS PROPOSED BY THE PURCHASER OR THEIR COUNCIL.
- D. HCRBRANDS OPERATES ITS CORPORATE OFFICE IN YORK, PENNSYLVANIA, UNITED STATES OF AMERICA. BY ACCEPTING THESE TERMS, YOU AGREE TO THE JURISDICTION OF THE COURTS LOCATED IN YORK, PENNSYLVANIA, UNITED STATES OF AMERICA FOR ANY ACTION ARISING FROM THESE TERMS. IF ANY PORTION OF THE ABOVE TERMS IS DEEMED UNLAWFUL, VOID, OR UNENFORCEABLE, THEN THAT PART SHALL BE DEEMED SEVERABLE AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE LAW. SUCH A TERM WILL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PREVISION. THE FAILURE OF HCRBRANDS TO ACT WITH RESPECT TO A BREACH OF THESE TERMS BY YOU OR OTHERS DOES NOT CONSTITUTE A WAIVER AND SHALL NOT LIMIT ANY PARTY'S RIGHTS WITH RESPECT TO SUCH BREACH OR ANY SUBSEQUENT BREACHES.
- E. HCRBRANDS RESERVES THE RIGHT TO REFUSE OR CANCEL AN ORDER FOR ANY REASON WITHOUT PRIOR NOTICE TO THE PURCHASER.
- F. HCRBRANDS IS THE PARENT COMPANY OF HOIST & CRANE REPAIR, INC. (YORKHOIST), INNOVATECH MEDIA & TECHNOLOGY LLC. (INNOVATECH), MATERIAL HANDLING DIRECT LLC. (MHDIRECT), AND KRAMAR PROPERTIES LLC. (KRAMAR). THESE TERMS APPLY TO HCRBRANDS, ALL SUBSIDIARIES, OWNERS, AND STAKEHOLDERS.

NAME (PRINTED)

SIGNATURE

POSITION

DATE

YOUR SIGNATURE ABOVE INDICATES YOU HAVE AUTHORIZATION TO MAKE PURCHASING DECISIONS AND SIGN ON BEHALF OF YOUR COMPANY. YOU AGREE TO THE MOST RECENT VERSION OF HCRBRANDS CORPORATE QUOTE TERMS AVAILABLE AT HCRBRANDS.COM/TERMS. BY SUBMITTING A PURCHASE ORDER FOR THIS QUOTE, A YEARLY PURCHASE ORDER WAIVER (YPOW), OR A JOB PURCHASE ORDER WAIVER (JPOW) YOU ACCEPT ALL REFERENCED TERMS.