

DESHAZO, LLC.
GENERAL TERMS AND CONDITIONS

1. The sale of any or all DESHAZO, LLC (“DESHAZO”) goods or services is based upon, and subject to the following General Terms and Conditions. All terms of the proposal are deemed to be fully set forth herein, and no distributor, salesman, or other party is authorized to bind DESHAZO by any agreement or warranty not herein expressed. The proposal and accompanying General Terms and Conditions shall not become effective as a contract until accepted by purchaser and approved or acknowledged by DESHAZO, and shall not thereafter be modified except in writing, similarly executed and approved. If this form is not returned with purchaser’s authorization acceptance signature, the purchaser’s order shall refer to the proposal by date and number and shall thereby be bound to all the terms and conditions herein stated. In the event that there is any inconsistency between these General Conditions and any purchase order submitted by purchaser, these General Conditions shall govern. No representation, promise or term not set forth herein has been nor may be relied upon by purchaser. All references by DESHAZO to purchaser's specifications and similar requirements are only to describe the products and work covered hereby and no warranties or other terms therein shall have any force or effect.
2. DESHAZO incorporates this document into our proposal. The proposal is based upon current prices for component parts, commodity materials, and labor. If shipment is delayed at purchaser’s request and should any excessive rise in either material or labor costs occur before shipments have been completed, DESHAZO reserves the right to proportionately adjust the price.
3. DESHAZO will use all reasonable means to make delivery within the time specified herein, but assumes no responsibility for loss or damage arising from late delivery by reason of fire, floods, labor disturbances, delays in transportation, acts of God, accidents, transportation delays, or other causes unavoidable or beyond its control. In the interest of maintaining schedules, DESHAZO reserves the right, with purchaser’s approval, to substitute for materials specified, providing the substitution is, in our opinion, of equally good construction.
4. Acceptance by purchaser of any goods shall constitute a waiver by purchaser of any claim for damages on account of any delay in delivery of such goods. If DESHAZO is delayed in proceeding with production or purchaser's approval or acceptance of designs, drawings, prints, engineering or technical data, or is awaiting purchaser's approval or acceptance of the goods, DESHAZO shall be entitled to an adjustment in price commensurate with any increase in DESHAZO's cost of production and any other losses and expenses incurred by DESHAZO attributable to such delays.
5. Freight charges quoted in the proposal are an estimate only. Actual freight charges will be invoiced at time of delivery.
6. Unless otherwise stated in the proposal, no local, state or similar sales taxes, import or export duties or taxes are included in the prices, and it is understood that if any tax or duty is applicable at present or in the future, the purchaser will accept such charges.
7. The title and right of possession to the equipment herein specified shall remain with DESHAZO, regardless of its manner of installation or attachment to realty, until all payments are made in cash. Upon failure to make payment in accordance with our terms, it is understood that DESHAZO shall be entitled to take immediate possession of said property and retain any or all partial payments which have been made as liquidated damages.
8. Cancellation of this order after acceptance by purchaser and approval by DESHAZO can be made only by agreement as follows: In the event of cancellation or suspension of construction at the purchaser’s request, the purchaser agrees to reimburse DESHAZO promptly for all expenditures

for materials used or appropriated, labor and engineering services, any proportionate share of indirect manufacturing, engineering, selling, and administrative expenses incurred in connection with the work so far as it has been completed plus a proportionate share of contemplated profit in accordance with invoices to be rendered by DESHAZO.

9. If, after fabrication has been started, or if material is ready for shipment, DESHAZO is advised by the purchaser that the purchaser is unable to accept delivery, purchaser will accept storage charges in the form of handling, cartage and/or warehouse charges as agreed upon and invoiced by DESHAZO.
10. DESHAZO warrants the equipment and materials covered by this proposal against defects in the materials or workmanship for a period of one (1) year from date of shipment or one (1) year from time of completion of initial field installation (if installed by DESHAZO), and DESHAZO agrees to furnish the same or substantially similar replacement part (new or repaired) free of charge, f.o.b. its factory, provided that purchaser provides DESHAZO with immediate written notice of alleged defects, and, if requested by DESHAZO, returns all defective parts to its factory, prepaid, for its inspection. The warranty applies only to such of DESHAZO's material supplied or workmanship performed by DESHAZO. Where equipment is furnished by DESHAZO but not of its manufacture, DESHAZO's liability hereunder is limited to such adjustment as the manufacturer thereof makes to DESHAZO. This warranty is personal to purchaser only and applies only to equipment which purchaser has properly operated and maintained in accordance with DESHAZO's good practice. DESHAZO assumes no liability for any consequential damages suffered through the use or loss of its equipment. This constitutes DESHAZO's sole warranty with respect to the equipment and material covered by this proposal. DESHAZO makes no other warranty of any kind whatever, express or implied, and all implied warranties of merchantability and fitness for a particular purpose which exceed the above-referenced obligation are hereby disclaimed by DESHAZO and excluded from this proposal.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, SHALL DESHAZO BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE OF THE GOODS OR OTHER PROPERTY EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, DOWNTIME, OR THE CLAIMS OF PURCHASER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. DESHAZO SHALL NOT BE LIABLE FOR AND PURCHASER AGREES TO INDEMNIFY DESHAZO FOR ALL PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF PURCHASER.

11. DESHAZO has no liability for any repairs made outside of DESHAZO's factory unless such repairs are made with prior written consent of DESHAZO.
12. Unless otherwise stated in the proposal, no erection service is included in the order price. If requested by purchaser, DESHAZO will furnish a competent erection Supervisor to assist in the unloading, assembly and installation of the equipment, and purchaser agrees to pay for such services at the rate of \$550.00 per day, plus travel and living expenses.
13. Where these General Conditions are used by DESHAZO to place a bid, the quotation stated herein is for prompt acceptance and is subject to change and/or withdrawal without notice. Prompt acceptance of all quotations and adherence to delivery schedules are material terms of the

- bid and any subsequent agreement. In cases where freight allowance is included in the quotation, purchaser is liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with purchaser's shipping instructions.
14. Unless otherwise stated in this proposal, the agreed price does not include load testing the crane. Load testing is the responsibility of the owner prior to placing the crane in-service.
 15. Terms to purchasers whose credit has been approved in writing by DESHAZO are as set forth in the sales proposal, unless otherwise agreed in writing by DESHAZO. DESHAZO shall have the right to make partial shipments. If, at any time or for any reason, DESHAZO shall have cause to question purchaser's ability to perform, DESHAZO may demand such assurances of purchaser's performance as DESHAZO shall deem necessary in its discretion, including payment in advance for all shipments. If purchaser fails within 10 days of DESHAZO's demand to provide DESHAZO with such assurance, DESHAZO shall be entitled to cancel any order then outstanding, receive reimbursement for its reasonable and proper cancellation charges and may proceed to collect, without limitation, any sums due and owing, its reasonable cancellation charges and all damage resulting from purchaser's default. In the event of bankruptcy or insolvency of purchaser, or in the event of any proceeding brought against purchaser, voluntarily or involuntarily, under bankruptcy or any insolvency laws, DESHAZO shall be entitled to cancel any order then outstanding at any time and shall receive reimbursement for its reasonable and proper cancellation charges.
 16. Purchaser agrees to pay all costs of collection of securing or attempting to collect or secure any unpaid balance or outstanding indebtedness owed by purchaser to DESHAZO, including reasonable attorney's fees, all costs of court, and any other expense incurred in collection, whether an attorney is consulted with reference to suit or otherwise. Furthermore, purchaser agrees to pay interest at a rate of 1 1/2% per month (18% per annum) for late payments over 30 days.
 17. These General Conditions and all rights and obligations hereunder shall be governed by the laws of the State of Alabama. Any claim by purchaser arising hereunder shall be tried in the courts of Jefferson County, Alabama or in the Federal District Court for the Northern District of Alabama, Southern Division to which jurisdiction purchaser hereby submits.