



CALICO Ladders

TERMS AND CONDITIONS

Contract - In the absence of a written acceptance of these conditions by the Buyer, placement of an order for any of the goods covered by this order/quotation herein shall constitute an acceptance of these terms and conditions and shall constitute the entire contract between Buyer and Calico Ladders. Calico Ladders failure to object to provisions contained in a Buyer's order or other communication shall not be deemed a waiver of the terms and conditions hereof.

Pricing - The prices and terms herein are not subject to verbal changes or other agreements unless approved in writing by an authorized representative of Calico Ladders. Prices are based on costs and conditions existing on date of quotation and are subject to change by Calico Ladders before final acceptance. Prices do not include applicable taxes, duties, packaging or cartage.

Payment - Invoices for material delivered under this order are payable only in funds which are accepted at par in Florence, South Carolina. Should the Buyer prefer sending a local check, Calico Ladders reserves the right to charge the Buyer whatever exchange Calico Ladders is required to pay.

Payment Terms . Payment terms shall be net 15 days from date of invoice or Calico Ladders Standard Progressive Payment Schedule for orders over \$5,000.00.

Collection - In the event that Calico Ladders is unable to collect any funds due arising from orders placed, all collection costs, court costs, and legal fees, as well as legal interest charge on unpaid balances, shall be borne by the Buyer and its principals.

Field Measurements - The parameters and/or field measurements utilized in formulating the prices for the equipment supplied herein, in total or in part, have been supplied and/or verified by the Buyer or their representative. Any failure of the equipment to operate satisfactorily that is caused by incorrect data and/or field measurements being supplied to Calico Ladders is the responsibility of the Buyer whether actual measurements were performed by the Buyer's personnel or Calico Ladders representative. Further, it is the Buyer's responsibility to ensure correctness and accuracy of all dimensions and information provided to the Buyer by Calico Ladders for approval. Failure to note inaccurate or incorrect dimensions or information on drawings for approval is the responsibility of the Buyer. This shall include any changes in operating procedures, types of vessels being serviced, or any changes to the physical surroundings which cause conditions to be outside the parameters and/or field measurements represented. All costs associated with such changes, additions, deletions, or modifications shall be borne by the Buyer.

Scheduling - Calico Ladders will make all efforts to meet any mutually agreed upon delivery schedules; however, under no circumstances shall Calico Ladders be responsible for any liquidated, incidental, and/or consequential damages.

Title/Risk of Loss . Unless agreed to otherwise in writing by an authorized representative of Calico Ladders, all domestic sales are FOB ship point with all charges to the account of the Buyer. If shipment is made via common carrier, freight will be shipped collect+ or third party billing+. If shipment is made via a flatbed truck, charges will be prepaid and added to the invoice. Should Buyer wish to route their own truck, shipment will be FOB ship point, freight collect, and Buyer will be charged South Carolina sales tax at the percentage rate applicable at time of shipment, or provide a tax exemption certificate in a form acceptable to the State of South Carolina. All international sales are Ex Works Factory per Incoterms 2000.

Returns . All returns must be with prior written approval of Calico Ladders. Only standard catalog stock items can be returned. Returns must be in salable condition and accompanied by a Return Material Authorization Form available from Calico Ladders office. Unauthorized returns will be refused. The return is subject to a restocking charge and is to be shipped freight prepaid to the destination specified on the Return Material Authorization Form. Credit will be issued based upon Buyer's purchase price for the returned product less the restocking fee and any additional costs and fees that are owed to Calico Ladders.

Cancellation Charges - If Buyer cancels an order at any time prior to its completion, Buyer agrees to pay to Calico Ladders the percentage of the selling price equal to the percentage of the completion, plus any and all costs for the disposal of used material. Calico Ladders determines the percentage of completion.

Warranty - 2-Year Limited Warranty - Products sold by Calico Ladders are warranted to be free of defects in materials and workmanship, exclusive of corrosion, damage from abuse or misuse, negligence, alteration, normal wear and tear, and improper installation. Liability under this warranty shall be limited to the repair or replacement of any defective work or material FOB manufacturer. Calico Ladders shall not be liable for any other damages or losses. The Buyer's sole and exclusive remedy against Calico Ladders for any defective material or workmanship shall be for the repair or replacement of the defective parts or products as provided herein. No other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to the Buyer.

Indemnity . Buyer shall indemnify and hold harmless Calico Ladders and its affiliated companies, owners, employees, agents, and successors from and against any and all claims, expenses, liability, and loss arising from claims for injury, death or damage to, or destruction of property arising from unauthorized repair or modifications to the products provided under this purchase order/quotation, as well as failure to maintain said products, improper use of said products, use of said products for anything other than their intended purpose, and/or the equipment not working or functioning properly caused by a change in working parameters that were unknown by Calico Ladders as referenced in the Field Measurements section above.

PO BOX 13987

Florence, SC 29504

800-403-7024

WWW.CALICOLADDERS.COM

Quotes Valid for 30 Days

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Infringement - Buyer shall be solely liable for claims of patent, trademark copyright or other intellectual property right infringement when products are manufactured or services are provided hereunder pursuant to Buyer's designs, specifications or instructions. Buyer is solely responsible for ensuring that all design, specifications and instructions it provides Calico Ladders do not infringe upon the rights of any third party. Buyer shall indemnify and save harmless Calico Ladders, its affiliates, owners, officers, directors, employees, agents and successors from and against any and all losses, damages, injuries, claims, demands, actions, suits, proceedings, liens, liabilities, costs and expenses, including attorney fees and expenses, of whatever nature, arising from claims of patent, trademark, copyright or other intellectual property right infringement arising as a result of any of Buyer's designs, specifications or instructions. Calico Ladders warrants that the services, products, or any other items purchased hereunder pursuant to Calico Ladders designs do not infringe any patent or other property right and agrees to assume the defense of any suit brought against Buyer claiming that the services, products, or other items purchased infringes any patent or other property right, and to pay any profits or damages that may be awarded in any such suit.

Proprietary Information - Any drawings, specifications, data, etc. supplied to the Buyer by Calico Ladders may contain proprietary design information belonging to Calico Ladders. This information is the property of Calico Ladders and shall so remain. Upon completion of project and payment in full, Calico Ladders grants Buyer license to duplicate these drawings solely for the purposes of equipment maintenance, equipment installation, plant maintenance, and operator training. All other duplication is prohibited unless authorized in writing by an officer of Calico Ladders. The Calico Ladders logo and proprietary statement shall remain plainly visible on all copies. Calico Ladders does not authorize the duplication or distribution of these drawings or of the Calico Ladders proprietary information contained within these drawings for the purposes of soliciting competitive quotes for similar equipment.

License - The sale of goods covered by this order/quotation does not grant the Buyer any license or right of any kind under any patent owned or controlled by Calico Ladders or under which Calico Ladders is licensee.

Liens . Calico Ladders has the right, in its sole discretion, to impose a lien on products sold to Buyer to secure payment for services rendered and materials supplied. Calico Ladders shall issue waivers of such liens (if requested) upon receipt of all amounts from Buyer.

Errors - Typographical and stenographic errors are subject to correction by Calico Ladders.

Force Majeure - Calico Ladders shall not be responsible for any delay in filling this order caused by machinery breakdown, differences with workmen, strikes, floods, lack of transportation facilities, or other causes which are unavoidable or beyond Calico Ladders control.

3rd Party Agreements - Buyer agrees to abide by the terms of this contract. Calico Ladders is not bound by any other contracts that Buyer may make with third parties. Such contracts or agreements shall have no bearing upon the agreement between Buyer and Calico Ladders.

Security Interest - Calico Ladders hereby reserves a purchase money security interest in any products sold to Buyer. In the event Buyer breaches the terms or conditions of the Terms and Conditions, including but not limited to, any past due balances, together with interest, costs and attorney fees as permitted herein, Calico Ladders shall have all rights and remedies of a secured creditor. Calico Ladders is hereby granted a power of attorney on behalf of Buyer to execute all appropriate documents, including but not limited to financing statements, to perfect and record such security interest.

Assignment - Buyer shall not assign the Terms and Conditions or any right or obligation under the Terms and Conditions without the prior written consent of Calico Ladders.

Governing Laws . The laws of the State of South Carolina shall govern this contract.

Headings - Any headings contained in the Terms and Conditions are inserted solely for convenience of reference, shall not constitute part of the terms and conditions and shall not otherwise affect the meanings, content, effect or construction of the terms and conditions.

Waiver, Survival, Severability - The failure of Calico Ladders to enforce or insist upon compliance with the provisions of the Terms and Conditions shall not be construed as a waiver or relinquishment of any provision under the Terms and Conditions, nor shall the waiver of Buyer's breach of any provision of the Terms and Conditions constitute a waiver of any succeeding breach of the same or any other provision. The covenants and agreements of Buyer with respect to payment of amounts due, limitation of Calico Ladders liability and indemnification of Calico Ladders contained in the Terms and Conditions shall survive any termination of the Terms and Conditions. If any provision is held to be illegal or unenforceable, the unaffected provisions of the Terms and Conditions will remain in effect.

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