KUNDEL DIRECT, INC
TERMS & CONDITIONS FOR PURCHASERS

UPON ACCEPTANCE OF YOUR PURCHASE ORDER BY KUNDEL DIRECT, INC. ("KUNDEL DIRECT"), AND IN CONSIDERATION OF THE GOODS AND SERVICES BEING PROVIDED TO YOU BY KUNDEL DIRECT, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING TERMS & CONDITIONS INCORPORATED INTO THIS SALE AND PURCHASE TRANSACTION. For purposes hereof, the terms "Purchaser" and "you" may be used interchangeably. Kundel Direct hereby objects to any terms and conditions, which may be found in any purchase order or any other form issued by Purchaser and notifies the Purchaser that they are rejected.

QUOTE ESTIMATES: Quote Estimates provided by Kundel Direct are not an offer, nor are the prices guaranteed. Prices quoted in Quote Estimates shall expire and are subject to change without notice after seven (7) days from submittal. Quote Estimates provided by Kundel Direct reflect our best judgment of the price of the goods based on current information at the time the Quote Estimates are issued. All Quote Estimates are subject to final review, change and acceptance by Kundel Direct upon receipt of a Purchase Order. The Quote Estimate is non-binding on Kundel until Kundel accepts a Purchase Order.

CONFIDENTIALITY: ALL ESTIMATES, QUOTES, ORDER CONFIRMATIONS, AND INVOICES ARE CONFIDENTIAL INFORMATION. Purchaser shall hold in trust and confidence, and not divulge to any third party, or otherwise make any use for the benefit or advantage of the Purchaser and/or competitive disadvantage of Kundel Direct, directly or indirectly, any Confidential Information, including pricing, discounts, drawings, dimensions or designs and/or trade secrets, without the prior written consent of Kundel Direct. Purchaser shall not disclose or furnish to others, reproduce, duplicate or use for others, any Confidential Information furnished to Purchaser in accordance with this Agreement, without prior written consent of Kundel Direct.

ACCEPTANCE OF ORDERS: Kundel Direct reserves the right to accept Orders on the basis of prices in effect at the time the Order is acknowledged. These Terms and Conditions may not be varied, modified, changed, or supplemented in any way, unless the change is approved by Kundel Direct in writing. All contracts and agreements shall be construed in accordance with the laws of the State of Ohio, as set forth in the section below titled "Governing Law."

CHANGES IN PRICES: Kundel Direct reserves the right to change prices as follows:

a. BEFORE ACCEPTANCE OF ORDER - The prices quoted in our Estimate are based upon our present costs and existing conditions, and are subject to change after fourteen (14) days for any reason or at any time prior to our acceptance of Purchaser's Order(s) on account of a clerical, design, or drawing error, misunderstanding, and/or change made for safety purposes, to reduce risk of injury or damage to property, and/or to comply with OSHA, building and/or other state, federal or local standards, statutes, requirements, rules or regulations.

b. AFTER ACCEPTANCE OF ORDER – Kundel Direct shall have the right at any time and from time to time after acceptance of Purchaser's Order to increase the prices specified herein to reflect as nearly as is reasonably possible any significant increase in the cost of labor or materials occurring subsequent to the date the Order was accepted, but such increase in prices shall apply to the portion of the Order which is unshipped at the time such increases in cost become effective. For purposes of this provision, an increase by five percent (5%) or more shall be considered "significant."

PAYMENTS: This Order must be prepaid in full before production will begin on the Order, unless prearranged credit terms have been agreed to in writing between Kundel Direct and Purchaser. Any past due accounts shall bear interest at the rate of 1.5% per month until paid in full. If Purchaser fails to perform as required herein, then Kundel Direct may terminate this Agreement and be relieved of all obligations hereunder. Kundel Direct reserves the right to place a customer (having prearranged credit) with past due accounts on a C.O.O. (Cash on Order) basis for new Orders. Purchaser agrees to reimburse Kundel Direct all of its attorneys' fees and expenses incurred in collecting outstanding account balances.

PRICES: All levies, excise taxes, and other charges which Kundel Direct may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use consumption or transportation of any of the materials and/or goods covered hereby shall be the responsibility of Purchaser, and Purchaser agrees to pay Kundel Direct the amount thereof upon request, in addition to the prices shown elsewhere on the Estimate and/or Order Acknowledgement. If Kundel Direct's costs are increased as a direct or indirect result of governmental action or significant increases in the cost of labor or material occurring subsequent to the date hereof, prices, levies, taxes or other state, federal and/or local charges applicable to the unshipped balance of this Order may be increased by Kundel Direct to reflect, as nearly as is reasonably possible, such increased costs.

EQUIPMENT CHANGES: Purchaser shall be responsible for not less than 10% of the structural subtotal that appears on the Estimate plus additional material costs and engineering costs if changes are not submitted by Purchaser and accepted by Kundel Direct within three (3) business days of Kundel Direct's receipt of the Purchase Order or before Acknowledgement by Kundel Direct, whichever occurs first.

CORRECTION OF ERRORS: Any errors in our Estimate or Order Acknowledgement are subject to correction by Kundel Direct without limitation or default.

CREDIT: All Orders are subject to credit approval. Kundel Direct may refuse shipment or cancel unfilled Orders if Purchaser is: i) delinquent in any payment, or ii) the status of the account warrants, or iii) if Kundel Direct deems Purchaser to be insecure. Kundel Direct shall deem itself insecure in good faith believing that the prospect of payment, performance, or observance of any of Purchaser's obligations is impaired.

CANCELLATIONS: Cancellation of Orders by Purchaser may be made only with Kundel Direct's consent in writing. In the event of cancellation, Purchaser shall be liable for all material, labor, engineering, manufacturing and administrative overhead costs incurred previously or thereafter by Kundel Direct.

TAXES: Purchaser assumes and agrees to pay taxes of any kind, including Federal, State or Municipal taxes, which may now or hereafter be imposed on this transaction, or on the manufacture, shipment, sale, lease, possession, ownership or use of any goods.

INTERNATIONAL ORDERS: The following protocols have been implemented for all international orders:

Prepayment: All Orders must be prepaid in full before the shipment date. Specifically, 50% of the balance must be paid before Kundel Direct starts processing the Order and the remaining 50% balance must be paid prior to shipment of the Order. Payment is accepted by sending Kundel Direct a check in US dollars (drawn on a US bank) or by wiring the money directly to Kundel Direct's bank. Please contact Kundel Direct for bank details.

Import Taxes, Duties and Customs Fees: International shipments may be subject to import taxes, duties and/or customs fees. These fees are the sole responsibility of the Purchaser. Further, if a shipment is refused and/or returned, Purchaser will be responsible for any import taxes and/or return shipping costs incurred by Kundel Direct. As these fees are specific for the destination country, we do not know what the amount will be. The shipping and handling fees applied by Kundel Direct on Purchaser's Estimate and/or Order Acknowledgement do NOT cover any duties, taxes, or brokerage fees. Purchaser should be prepared to pay these fees when the goods are delivered. To be clear, if the shipment is refused or returned to Kundel Direct for any or no reason, all shipping expenses, customs charges, and/or fees, will be charged to you, the Purchaser.

DELIVERY & TRANSPORTATION: Dates of shipment and/or delivery are estimated, unless dates of shipment and/or delivery have been acknowledged in writing by Kundel Direct as an essential part of the agreement for that particular Order. The Estimated Ship Date is when the system will be on dock for transportation pickup. Notwithstanding, Kundel Direct shall not be liable for delay in or failure to make delivery due to causes beyond its control, such as strikes, fires, epidemics, acts of God, acts of Purchaser, governmental action, war, riot, unavoidable delays such as back orders from suppliers, other labor difficulties, equipment breakdown, design requirements, accidents or delays in transportation, and the like or for any reason beyond Kundel Direct's control. All rush Orders will incur a 5% surcharge above selling price. Certain stock items and special promotions may exclude the surcharge. Kundel Direct will not pay freight on incomplete or inaccurate shipments. Unless otherwise specified, all shipments made by Kundel Direct are EXW at Purchaser's risk from Kundel Direct's facility; Kundel Direct does not make any

guarantee as to delivery at the final destination. Kundel Direct assumes no responsibility for delays, breakage or damage after having made delivery to a carrier, at which time all risk of loss for any cause passes to Purchaser. Kundel Direct will notify Purchaser when goods are ready for pickup or delivery. Any unloading at a final destination and/or construction site is not included in the selling price. The unloading is to be performed by Purchaser and its employees. Insurance for unloading/loading at the final destination shall be borne by Purchaser. Any order shipped other than EXW Kundel Direct's place of business must have a separate notation on the Order Acknowledgement and the notation must be separately acknowledged and signed by a Management Representative of Kundel Direct.

RESTOCKING: Restocking charges of 25% apply to standard manufactured goods. Custom goods built to or in response to Purchaser requirements or specifications, or otherwise non-standard in design, are not eligible for restocking.

DEMURRAGE: If Purchaser requests a delay in delivery and Kundel Direct agrees to such a delay, Purchaser is subject to any demurrage and storage charges involved. Purchaser agrees that payment of these charges does not relieve Purchaser from fulfillment of any other obligations by Purchaser specified by this Agreement. Any demurrage and storage charges involved shall be paid within ten (10) days of the invoice date.

DAMAGED GOODS POLICY: The following is the adopted practice for damaged goods.

a. In order to receive compensation for receipt of damaged goods whether due to shipping or a factory defect, Purchaser must sign the Bill of Lading as usual, but also must note on it that the goods were received damaged. Since the goods may have been damaged in shipping, Purchaser must pay Purchaser's shipping bill for the insurance estimator to investigate any claim.

b. Purchaser should contact the freight carrier immediately and have an estimator come out to inspect the load. This is Purchaser's responsibility since Kundel Direct's product is shipped EXW Kundel Direct's facility.

c. Next, Purchaser can place Purchaser's new Order with Kundel Direct for the replacement components required. Purchaser will then receive an invoice for the replacement components purchased. Purchaser must then pay the new invoice amount in full.

d. Kundel Direct is not responsible for any costs incurred by Purchaser resulting from damage to goods due to loading, shipping, transportation, and unloading.

e. To be clear, if goods are damaged when received by Purchaser, the Bill of Lading must be signed and labeled "Damaged Goods" as stated above in this Paragraph, subparagraph (a). Any damages must be reported to Kundel Direct in writing within ten (10) days of the date of delivery. Kundel Direct shall then have a reasonable opportunity to investigate, and remedy or repair said defects if caused by Kundel Direct prior to shipment EXW Kundel Direct's place of business or from another location otherwise accepted by Kundel Direct (as acknowledged in accordance with the section above titled "Delivery & Transportation"). Purchaser shall return to Kundel Direct all parts and components claimed to be defective. If it is determined by Kundel Direct that such parts and/or components were damaged by Kundel Direct, the parts and/or components must be returned to Kundel Direct within 30 days after a valid claim is acknowledged, otherwise Purchaser will be charged for the costs of the replacement parts and components. Further, Purchaser shall be responsible for any expedited shipping costs, if expedited shipping is requested by Purchaser.

f. No service, repairs, parts or back charges from Purchaser to Kundel Direct will be accepted, unless the following protocol is strictly followed: Details of the occurrence must be documented along with clear photographs, signed, dated and emailed over to Kundel Direct for review. Kundel Direct, at that time, will determine the cause of the damage and inform Purchaser what work is authorized to be performed and the time allocated to rectify the situation, if deemed caused by Kundel Direct. Kundel Direct reserves the right to deny any and all charges from Purchaser and/or firm(s) representing Purchaser if such charges are determined by Kundel Direct to be unreasonable or not necessary. A requisition or work order will be given by Kundel Direct before any work is performed by Purchaser or any other firm(s) representing Purchaser on the goods purchased.

RESPONSIBILITY: No responsibility will be assumed by Kundel Direct for any changes or alterations made by Purchaser nor for work done or expenses incurred by Purchaser in connection with repairs and/or replacements, except as authorized in writing by an officer of Kundel Direct (namely the President, Vice-President and/or Head of Operations of the division responsible for such Order) in strict accord with the procedure stated above in the section titled "Damaged Goods Policy."

TRADE-INS: If a trade-in is involved, Purchaser warrants that Purchaser has good and marketable title to the traded goods, which goods are free and clear of all liens and encumbrances.

SECURITY INTEREST: Kundel Direct retains a security interest in all goods sold pursuant to this Agreement until payment in full is received by Kundel Direct. Purchaser hereby authorizes Kundel Direct to file financing statements to evidence the security interest reserved by Kundel Direct hereunder. If Purchaser fails to pay its account in full when due, then Kundel Direct may obtain immediate possession of the equipment and goods by any and all legal means. Kundel Direct also has the right to terminate outstanding agreements and contracts in the event of a default by Purchaser.

GOVERNING LAW: Our agreement and these Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the State of Ohio, excluding conflicts of law rules and principles. Further, the Ohio state courts located in Trumbull County and the U.S. District Court of the Northern District of Ohio, Eastern Division, shall have exclusive jurisdiction to determine the validity, construction, breach, and/or performance of our agreement and these Terms & Conditions, including any dispute arising hereunder or on Purchaser's account. Purchaser hereby submits to the personal jurisdiction and venue of these Ohio Courts and waives any claim of *forum non conveniens* or rights to transfer to another judicial district outside Trumbull County and the U.S. District Court of the Northern District of Ohio, Eastern Division.

LIMITATION OF LIABILITY: IN NO EVENT SHALL KUNDEL DIRECT BE LIABLE TO PURCHASER FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE. KUNDEL DIRECT'S LIABILITY FOR ANY CLAIM FOR LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THE ESTIMATE, QUOTATION, SALES ORDER, OR ORDER ACKNOWLEDGEMENT FOR THE DESIGN, MANUFACTURE, SALE, DELIVERY, SUPERVISORY SERVICES, INSTALLATION, RESALE, AND/OR USE OF ANY GOODS OR SERVICES (INCLUDING, BUT NOT LIMITED TO LOSS OR LIABILITY ARISING FROM NEGLIGENCE OR BREACH OF CONTRACT), SHALL IN NO CASE EXCEED THE UNIT PRICE OF THE GOODS, SERVICES OR PART THEREOF INVOLVED IN THE CLAIM.

INDEMNIFICATION: Purchaser hereby agrees to indemnify and hold Kundel Direct harmless from and against any and all claims, demands, liabilities and expenses of every nature and kind (including attorney's fees) arising out of damage to property or injury to or death of any person related to or arising out of any use of any goods or services by Purchaser or any subsequent owner or user of such goods. Further, if this Order covers materials, goods, or articles which are to be manufactured specifically for Purchaser, Purchaser agrees to indemnify and hold Kundel Direct harmless from all loss, cost, damages and expenses (including reasonable attorneys' fees) caused or brought about by claims, demands or suits (irrespective of the fact that the same may be groundless) based upon the infringement or alleged infringement, of any patent or patents by the material, goods or articles or by any tools, fixtures, parts, materials, specifications, designs, or blueprints furnished to Kundel Direct by Purchaser in connection with the goods, materials, equipment, and/or services listed in this Order.

INTELLECTUAL PROPERTY: Kundel Direct retains all right, title and interest in and to any materials, goods, designs, articles, patents, copyrights and/or trademarks of our own making, including all worldwide technology and intellectual property and proprietary rights. Purchaser shall not remove, efface or obscure any patent, trademark, or copyright notices or other proprietary notices or legends from any goods or materials provided to Purchaser.

LICENSE OF RIGHTS: If the Order covers materials, goods or articles which are to be manufactured special for Purchaser in accordance with any ideas, designs or specifications, the essential secret or novel feature of which is claimed to have originated with Purchaser or is claimed to have been developed, owned or controlled by Purchaser, Purchaser agrees that Kundel Direct may, unless and until Purchaser obtains valid patent protection covering the same, manufacture like or similar material, goods

or articles for Kundel Direct's own use or for others, and that Purchaser will not make any claims or demands of any kind whatsoever upon Kundel Direct by reason of our so doing.

REVISION OF TERMS: Kundel Sales Representatives and Specialists DO NOT have the authority to waive, change, modify, rescind or revise any of these Terms & Conditions. Any such waiver, change, modification, rescission or revision of these Terms & Conditions, must be in writing and sign by a Management Representative of Kundel Direct.

ALL INCLUSIVE: This Agreement contains all of the terms and conditions with respect to the sale and purchase of the goods and/or services listed on the Estimate and/or Order Acknowledgement. This Agreement may not be varied, modified, changed, or supplemented in any way, unless the change is approved by a Management Representative of Kundel Direct in writing.

WAIVER: Waiver of one clause or provision of this Agreement does not constitute waiver of any other clause or provision of this Agreement or constitute a future waiver.

STANDARD WARRANTY: Kundel Direct warrants only that the goods newly manufactured by Kundel and covered by this Agreement shall be free from defects in material or workmanship under proper and normal use and maintenance for a period of one (1) year from the date of shipment, and used or "refurbished" goods will be free from defects in material and workmanship for a period of six (6) months from the date of shipment, unless otherwise stated in writing. Kundel Direct's liability hereunder shall be limited to the costs of repairing or replacing such defective part or parts EXW from Kundel Direct's facility. THERE SHALL BE EXCLUDED THE IMPLIED WARRANTY OF MERCHANTABILITY AS WELL AS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. This warranty shall extend only to the original Purchaser and not to any party which may acquire the goods from Purchaser, by any means whatsoever. This warranty is further limited to the following defects:

a. Parts that were incorrectly machined by Kundel Direct.
b. Parts that were manufactured with discrepant material which caused premature wear or breakage.
c. Parts that were incorrectly assembled by Kundel Direct.
d. Goods that were not furnished in accordance with Kundel Direct's written Order Acknowledgement.

THIS WARRANTY BECOMES NULL AND VOID UNDER THE FOLLOWING CONDITIONS:

a. Goods/Equipment is overloaded or abused.
b. Unauthorized alteration of the goods/equipment and/or use of non-Kundel replacement parts by Purchaser or its agent.
c. Use of the goods/equipment in any manner or for any purpose not considered normal intended use.

Further, as stated in the section titled "LIMITATIONS OF LIABILITY," Kundel Direct shall not be liable whatsoever for indirect, incidental, special or consequential damages of Purchaser or others.

Also, regarding the warranty of damage, complaints or discrepancies with respect to the newly manufactured and refurbished goods (described above in the section titled "Damaged Goods Policy") must be reported to Kundel Direct in writing within ten (10) days of delivery. All other goods are being sold "AS IS." Moreover, Purchaser acknowledges that it is purchasing the goods after, and in reliance upon its full and entire inspection of the goods being sold hereunder and not by reason of any representation made by Kundel Direct as to the merchantability, specific attributes or other features of said goods. Any statement or representation made by Kundel Direct or a representative thereof shall not be deemed to create an express warranty that the goods shall conform to the affirmation or promise, and the description of the goods is for the sole purpose of identifying them and shall not be deemed to create an express warranty that the goods shall conform to such description.

ADDITIONAL WARRANTY: Kundel Direct offers an additional Limited Lifetime Warranty, see *http://www.kundelcranes.com/overhead-cranes-warranty,* for Kundel "K-Trac" Crane Systems ONLY. In addition to the Standard Warranty, Kundel Direct also warrants that newly manufactured "K-Trac" Crane Systems by Kundel and covered by this Agreement shall be free from defects in material or workmanship under proper and normal use and maintenance for a period of ten (10) years from the date of shipment, and used or "refurbished" goods will be free from defects in material and workmanship for a period of six (6) months from the date of shipment, unless otherwise stated in writing.

WARRANTY EXCLUSIONS: The following items are manufactured and produced by third parties and are not covered under any Kundel Warranty. These items are covered under the original manufacturer's warranty ONLY:

- Air Components
- Any and All Below the Hook Devices
- Electrical Controls & Components
- Festooning & Supporting Components
- Grippers
- Hoists
- Magnets
- Vacuum Lifters

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO KUNDEL DIRECT MATERIAL MOVEMENT EQUIPMENT:

EQUIPMENT: Non-standard equipment on Kundel Direct Crane Systems may require field adjustments. Kundel Direct is not responsible for any costs associated with any field adjustments. Standard equipment is made from pre-engineered components that are assembled and built in a consistent manner for different crane kits. Only Kundel Direct shall determine if a Crane System is non-standard.

Anchor bolts are NOT included with free standing cranes.

ERECTION: If requested, Kundel Direct will provide loading requirements at the points for ceiling mount crane systems. All site engineering, including building structure loading, is to be provided by others. Purchaser assumes all responsibility for the load-bearing capabilities of the structure or building in which the crane system(s) is installed, and shall determine that such building or structure is adequate to safely bear the loads of the crane system(s) and the loads which the crane system(s) will carry. Unless otherwise stated by Kundel Direct in writing, the goods/equipment shall be installed and erected at the sole expense of Purchaser. If Kundel Direct agrees to provide supervisory service, it is agreed that such services are advisory in nature and Kundel Direct will be held harmless from claims of any person or entity of any nature whatsoever. The supervisory person(s) of Kundel Direct will be paid by Purchaser at an hourly rate per person per an eight (8) hour day with: i) time and one-half for Saturday work and time and one-half for all hours in excess of an eight (8) hour day; and ii) triple time for Sunday or holiday work. Purchaser will also be billed for all expenses incurred from the time the person leaves Kundel Direct's facility until he/she returns, including transportation, meals and lodging. All such charges will be paid by Purchaser to Kundel Direct within thirty (30) days after the invoice date.

INSTALLATION: If Kundel Direct agrees to provide installation services, it is agreed that Kundel Direct will be held harmless from claims of any person or entity of any nature whatsoever. Purchaser shall ensure that the area where the installation work is to be carried out is free from obstruction and accessible during normal working hours. The site must have sufficient power available on site for Kundel Direct's use, free of charge and within 100 feet of the installation location. Installation does not include a mobile crane and/or scissor lift, which must be provided by Purchaser, if required, unless otherwise stated on the Quote. The installation work provided by Kundel Direct will be paid by Purchaser at the agreed to rate on the Quote.

ALTERATIONS: If Purchaser desires to make changes to any part of the installation or portion of the goods/equipment, the proposed alteration must be submitted to Kundel Direct in writing in advance ("Request for Alteration"). Upon receipt of Purchaser's Request for Alteration, Kundel Direct shall review the scope of the project and prepare a Quote Estimate for Kundel Direct's engineering, structural and/or mechanical review and design of the alterations and, if required, to prepare new drawings and/or to provide additional/different parts or components. Further, the Quote Estimate shall include an estimate of all expenses for necessary on-site visits by Kundel Direct, including travel time, transportation, meals and lodging. No work shall be performed to make the alterations, without Purchaser's prior written acceptance of Kundel Direct's Quote Estimate. **AS PREVIOUSLY STATED, ANY UNAUTHORIZED ALTERATIONS TO THE SYSTEM WILL VOID ALL WARRANTIES**.

WARNING: Kundel Direct's Crane Systems and equipment are intended only for material handling applications. It is expected that the equipment is properly used and maintained by Purchaser in accordance with all design specifications and/or limitations, and all applicable federal, state and local statutes, laws, orders, rules and regulations, including OSHA rules and regulations for periodic inspection and maintenance by properly trained and certified inspectors. The equipment is not to be used as a source of transportation, entertainment, or other purpose.