



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 such Terms shall take precedence and prevail over any of Buyer's terms and conditions to the transaction, a third-party's terms and conditions concerning a transaction amongst Buyer, Vantage, and such third-party, or other terms and conditions of purchase, except as otherwise agreed by the parties in writing.

Delivery. The Goods will be delivered within a commercially reasonable time after Vantage's receipt of Buyer's Purchase Order, which delivery time shall be subject to the availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit, whatsoever, for any reason. Seller may, in its sole discretion, without liability, default, 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 any and 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 any and all 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, solely, to be free from defects for a period of one (1) year from the date of shipment to the original purchaser, with the exception of 1) controllers which will be warranted for a period of two (2) years from the date of shipment to the original purchaser and 2) elevator hoist machines which will be warranted for a period of five (5) years from the date of shipment to the original purchaser. During the term of the warranty, Seller will replace any part that proves to be defective in material and/or workmanship upon inspection. The warranty does not cover any damage, repairs required because of, or malfunctions due to misuse, abuse, neglect, accident, vandalism or improper installation. This warranty shall not and does not include coverage against any damage incurred during the shipping process. No Warranty is made for another party's labor or expenses associated with installation, service, maintenance, or repair. The warranty provided pursuant to this paragraph is non-transferable, non-assignable, personal to the original purchaser of the part or equipment, and limited to the original terms of the warranty provided to the original purchaser; provided, however, that 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..

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 shall not be liable for any delay or failure in the performance of its obligations under this Agreement to the extent that such delay or failure arises out of or results from causes beyond the reasonable control of Seller, whether foreseen or unforeseen, including but not limited to 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, delay or failure of suppliers, transportation interruptions, changes in the costs of materials and raw materials as a result of new or increased tariffs, duties or related costs, 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. Without limiting the foregoing, Seller shall not be liable for any increase in costs, delay in performance, or inability to perform arising directly or indirectly from the imposition of, or change in, any tariffs, duties, taxes, levies, import or export restrictions, or similar governmental charges, whether newly enacted or increased after the Effective Date, or currency fluctuations, or any resulting disruption in the availability or cost of materials, components, or labor. Any such delay or failure shall extend the time for performance accordingly or excuse performance, in whole or in part, as may be commercially reasonable under the circumstances without additional cost or burden to Seller.

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. Vantage makes no representation or warranty that the Goods will meet any required Code, law, regulation, rule, municipal ordinance, or similar requirement.

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. Vantage asserts and retains all intellectual property rights over its intellectual property, patents, copyrights, and trademarks to the maximum extent allowed under law.

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, unless expressly indicated otherwise. All freight is FOB point of origin. Quotations for all configured/engineered products will be held for forty-five (45) days and all such products must ship within one hundred eighty (180) 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. Whether during or after the above-noted quote hold periods, the prices quoted are subject to adjustment based on any change in circumstance concerning the order, including, but not limited to, changes in applicable tariffs, duties, or other governmental charges imposed on or after the quote date. In the event that tariffs, duties, or other import/export regulations, costs, fees, or impositions change during the quoted period or the production/shipping process, Seller reserves the right to revise the quoted prices and delivery schedules and final bills accordingly, and furnish the Buyer with the revised quoted prices and delivery schedules and final bills as necessary in a commercially reasonable manner, and Buyer shall bear such additional costs. Buyer acknowledges that it is aware the quoted cost of Goods may change based upon changes in circumstances concerning the order and the quote, including changes to or impositions of tariffs, duties, and costs.

Retention of Title. Title to the goods supplied under this Agreement shall remain with Seller and shall not pass to Buyer until Buyer has paid in full the agreed purchase price for the goods, including any applicable taxes, duties, and other charges and price adjustments and additional costs that might arise in accordance with this Agreement ("Full Payment"). Until Full Payment is received, Buyer shall: (1) store the goods separately from Buyer's own goods or those of any third party and clearly mark them as Seller's property; (2) maintain the goods in good condition and adequately insured against loss, theft, or damage, with Seller named as an additional insured party; (3) not sell, transfer, or otherwise dispose of the goods without Seller's prior written consent; (4) allow Seller or its representatives access to Buyer's premises during normal business hours to inspect the goods and verify compliance with this clause. In the event of Buyer's insolvency or failure to make Full Payment, Seller shall have the right to repossess the goods without notice with priority over all other creditors and without prejudice to any other rights or remedies available under this Agreement or applicable law. Buyer shall cooperate fully with Seller in the exercise of these rights and reimburse Seller for any costs associated with the enforcement of Seller's rights under this paragraph.

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.