



Overhead Cranes, Components
and Engineered Systems

TERMS AND CONDITIONS

1. GENERAL

The following terms and conditions cover all products manufactured by an ACE World company. No modifications or additions to the Terms and Conditions will be binding unless agreed to in writing by Ace World Companies.

2. PRICE AND QUOTATIONS

All price lists are intended only for supplying general information and are not quotations or offers to sell on the part of ACE World Companies.

3. TAXES

Prices do not include sales, use, excise or other taxes payable to any governmental authority in respect to the sale of ACE World Companies products. The purchaser shall pay the amount of any such taxes or shall reimburse ACE World Companies for the amount thereof that they may be required to pay.

4. PAYMENTS

Unless stated otherwise, terms of payment are due 30 days net from the date of invoice. Acceptances of all orders are subject to credit approved by ACE World Companies. If shipment is delayed at the request of the purchaser, payment shall become due when ACE World Companies is prepared to ship the product. If the cost to ACE World Companies of products is increased by reason of delays caused by the purchaser, such additional costs shall be paid by the purchaser. ACE World Companies may, if it deems itself insecure by reason of financial condition of the purchaser or otherwise, require full payment as a condition to order acceptance.

All prices are FOB Factory, Fort Worth, Texas. ACE World Companies will not be able to accept orders with freight prepaid unless specifically agreed to in writing.

5. ACCEPTANCE

No orders or other offer shall be binding upon ACE World Companies until accepted in writing.

6. CHANGES

ACE World Companies will not accept changes in specifications or designs unless such changes are requested in writing by the purchaser and agreed upon in writing by ACE World Companies and the purchaser agrees to pay, if necessary, an amount set by ACE World Companies in addition to the original purchase price.

7. CANCELLATION

Any order placed with and accepted by ACE World Companies is not subject to cancellation unless agreed to in writing by ACE. Cancellations are subject to reasonable charges based on expenses already incurred and comments made by ACE World Companies.

10200 Jacksboro Hwy
Ft. Worth, Texas 76135
Phone 817.237.7700
Fax 817.237.2777

Visit our WEBSITE: www.aceworldcompanies.com



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8. DELIVERY

All indicated shipping dates are approximate. ACE World Companies will attempt to meet them where possible. ACE World Companies shall not be liable for delays in manufacturing or delivery due to any event in the nature of force majeure or any cause beyond the reasonable control of ACE World Companies. ACE World Companies will not be bound by any penalty clause contained in any specification or order submitted by the purchaser unless such is agreed to in writing by ACE World Companies.

9. REGULATORY LAWS OR STANDARDS

ACE World Companies makes no representation that its products conform to State or local laws, ordinances, regulations, codes or standards except as may be otherwise agreed to in writing by ACE World Companies.

10. LIMITED WARRANTY

ACE World Companies warrants its products against defects in material and workmanship for a period of one year from the date of shipment. The Limited Warranty is effective provided:

- 1) The purchaser notifies ACE World Companies in writing of the defect immediately after it becomes known to the purchaser, and
- 2) No alterations, repairs, or services have been performed by the purchaser or third parties on the Product without written approval by ACE World Companies.

Any equipment or components of the product not of ACE World Companies' own manufacture and/or specified by the purchaser is sold under only such warranty as the maker thereof gives ACE World Companies and ACE World Companies is able to enforce, but such items are not warranted by ACE World Companies in any way. Use of products above rated capacity, misuse, field alterations of products, damage due to lack of maintenance or improper storage, neglect or accident are also excluded from this Limited Warranty.

ACE World Companies' obligation under this Limited Warranty is limited to the repair or replacement of parts only, at its option, FOB ACE World Companies' factory.

ACE World Companies shall, in no event, be liable to the user/purchaser under this Limited Warranty, or otherwise for labor claims, expenditures or losses arising from operational delays or work stoppages or damages to property or people caused by defected products or for consequential or indirect damage of any nature whatsoever.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

11. MISCELLANEOUS

The provisions of this agreement shall be governed and construed in accordance with the laws of the State of Texas. No provisions of this agreement shall be waived, changed, terminated, modified, discharged or rescinded, orally or otherwise, except in writing.

No waiver of and breach of any provision of this agreement shall constitute an amendment or modification to the agreement. If any provision of the agreement shall be to be unenforceable or inapplicable in any way or respect, such holding shall not affect the enforceability of any other provision under any circumstance. In the event unspecified redress of commitments develop not covered above, terms of the Uniform Commercial Code under the laws of Texas will be construed as being effective as they may pertain.

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