

LIMITED WARRANTY

It is agreed that the equipment purchased hereunder is subject to the following LIMITED warranty and no other. Cleveland Tramrail™ warrants the manual or motorized Patented Track Crane products to be free from defects in material or workmanship for a period of two years or 4,000 hours use from date of shipment in class C service. This warranty shall not cover failure or defective operation caused by operation in excess of recommended capacities, misuses, negligence or accident, and alteration or repair not authorized by Cleveland Tramrail™. This warranty shall not cover wearable parts, including but not limited to wheels, gears, pinions, bearings, motors, electrical controls, and crane electrification. OTHER THAN AS SET FORTH HEREIN, NO OTHER EXPRESS WARRANTIES, AND NO IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY CLEVELAND TRAMRAIL™ WITH RESPECT TO ITS PRODUCTS AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. CLEVELAND TRAMRAIL™ SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT FORESEEABLE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS AND ALL SUCH INCIDENTAL, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES ARE HEREBY ALSO SPECIFICALLY DISCLAIMED. Cleveland Tramrail™'s obligation and Purchaser's or end user's sole remedy under this warranty is limited to the replacement or repair of Cleveland Tramrail™'s products at the factory, or at the discretion of Cleveland Tramrail™, at a location designated by Cleveland Tramrail™. Purchaser or end user shall be solely responsible for all freight and transportation costs incurred in connection with any warranty work provided by Cleveland Tramrail™ hereunder. Cleveland Tramrail™ will not be liable for any loss, injury or damage to persons or property, nor for damages of any kind resulting from failure or defective operation of any materials or equipment furnished hereunder. Components and accessories not manufactured by Cleveland Tramrail™ are not included in this warranty. Purchaser's or end user's remedy for components and accessories not manufactured by Cleveland Tramrail™ is limited to and determined by the terms and conditions of the warranty provided by the respective manufacturers of such components and accessories.

A) DISCLAIMER OF IMPLIED WARRANTY OF MERCHANTABILITY

Cleveland Tramrail™ and Purchaser agree that the implied warranty of merchantability is excluded from this transaction and shall not apply to the goods involved in this transaction.

B) DISCLAIMER OF IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE

Cleveland Tramrail™ and Purchaser agree that the implied warranty of fitness for particular purpose is excluded from this transaction and shall not apply to the goods involved in this transaction.

C) DISCLAIMER OF EXPRESS WARRANTY

Cleveland Tramrail™'s agents, or dealer's agents, or distributor's agents may have made oral statements about the machinery and equipment described in this transaction. Such statements do not constitute warranties, and Purchaser agrees not to rely on such statements. Purchaser also agrees that such statements are not part of this transaction.

D) DISCLAIMER OF SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES

Cleveland Tramrail™ and Purchaser agree that any claim made by Purchaser which is inconsistent with Cleveland Tramrail™'s obligations and the warranty remedies provided with Cleveland Tramrail™'s products, and in particular, special, incidental and consequential damages, are expressly excluded.

E) DEALER OR DISTRIBUTOR NOT AN AGENT

Cleveland Tramrail™ and Purchaser agree that Purchaser has been put on notice that dealer or distributor is not Cleveland Tramrail™'s agent in any respect for any reason. Cleveland Tramrail™ and Purchaser also agree that Purchaser has been put on notice that dealer or distributor is not authorized to incur any obligations or to make any representations or warranties on Cleveland Tramrail™'s behalf other than those specifically set forth in Cleveland Tramrail™'s warranty provided in connection with its product.

F) MERGER

This warranty agreement constitutes a final and complete written expression of all the terms and conditions of this warranty and is a complete and exclusive statement of those terms.

G) PAINTING

Every crane (excluding components) receives a quality paint job before leaving the factory. Unfortunately, no paint will protect against the abuses received during the transportation process via common carrier. We have included at least one (1) twelve ounce spray can for touchup with each crane ordered (unless special paint was specified). If additional paint is required, contact a Cleveland Tramrail™ Customer Service Representative at 1-800-821-0086 or 1-585-924-6262.

Title and Ownership:

Title to the machinery and equipment described in the foregoing proposal shall remain with Cleveland Tramrail™ and shall not pass to the Purchaser until the full amount herein agreed to be paid has been fully paid in cash.

Claims and Damages:

Unless expressly stated in writing, goods and equipment shall be at Purchaser's risk on and after Seller's delivery in good shipping order to the Carrier. Cleveland Tramrail™ shall in no event be held responsible for materials furnished or work performed by any person other than it or its authorized representative or agent.

Cancellations:

If it becomes necessary for the Purchaser to cancel this order wholly or in part, he shall at once so advise Cleveland Tramrail™ in writing. Upon receipt of such written notice all work will stop immediately. If the order entails only stock items, a flat restocking charge of 15% of the purchase price will become due and payable by Purchaser to Cleveland Tramrail™. Items purchased specifically for the canceled order shall be charged for in accordance with the cancellation charges of our supplier plus 15% for handling in our factory. The cost of material and/or labor expended in general fabrication for the order shall be charged for on the basis of total costs to Cleveland Tramrail™ up to the time of cancellation plus 15%.

Returns:

No equipment, materials or parts may be returned to Cleveland Tramrail™ without express permission in writing to do so.

Extra Charge Delay: If Purchaser delays or interrupts progress of Seller's performance, or causes changes to be made, Purchaser agrees to reimburse Cleveland Tramrail™ for expense, if any, incident to such delay.

Changes and Alterations:

Cleveland Tramrail™ reserves the right to make changes in the details of construction of the equipment, as in its judgement, will be in the interest of the Purchaser; will make any changes in or additions to the equipment which may be agreed upon in writing by the Purchaser; and Cleveland Tramrail™ is not obligated to make such changes in products previously sold any customer.

Third Party Action:

Should Cleveland Tramrail™ have to resort to third party action to collect any amount due after thirty (30) days from the date of invoice, the Purchaser agrees to pay collection costs, reasonable attorney's fees, court costs and legal interest.

OSHA Responsibilities:

Cleveland Tramrail™ agrees to fully cooperate with Purchaser in the design, manufacture or procurement of safety features or devices that comply with OSHA regulations. In the event additional equipment or labor shall be furnished by Cleveland Tramrail™, it will be at prices and standard rates then in effect, or as may be mutually agreed upon at the time of the additional installation.

Equal Employment Opportunity:

Cleveland Tramrail™ agrees to take affirmative action to ensure equal employment opportunity for all job applicants and employees without regard to race, color, age, religion, sex, national origin, handicap, veteran, or marital status. Cleveland Tramrail™ agrees to maintain non-segregated work facilities and comply to rules and regulations of the Secretary of Labor or as otherwise provided by law or Executive Order.