

LIFT SOLUTIONS TERMS AND CONDITIONS

- I. Governing Terms and Conditions.** The Terms and Conditions of Sale ("Terms") specified herein are applicable to all sales of products and associated services (jointly referred to herein as the "Product") provided by Lift Solutions, Inc. ("Seller") to any customer ("Buyer") who has been made aware of these terms, including, but not limited to, the use of the Seller's website. The Terms, combined with those set out in any quotation or sales contract provided by the Seller ("Sale Contract"), form the comprehensive agreement (the "Agreement") between both parties and take precedence over any conflicting terms and conditions outlined in any purchase order, acceptance acknowledgment, or other standard form used to execute this Agreement. If the Buyer's purchase order or any other communication from the Buyer introduces terms or conditions that diverge from or add to those of this Agreement, such terms and conditions are hereby deemed invalid by the Seller and considered null and void by the Buyer, and such terms and conditions will not alter this Agreement or bind the Seller unless the Seller provides a written statement explicitly stating otherwise. No action by the Seller, including delivery of the Product, at any time shall be taken as an acceptance of any additional or differing terms. The Buyer's written acknowledgement of a Sale Contract or initiation of performance, which includes the use of any Product supplied by the Seller, will be considered as acceptance of this Agreement's terms and conditions. If there is a conflict between these Terms and the Sale Contract, these Terms will control.
- II. Purchase Price.** Quotations remain valid for a span of thirty (30) days from the quotation date. Except if stated otherwise in the Sale Contract, the price at the time of delivery (the "Purchase Price") will apply, which does not cover sales, use, excise, or related taxes, or any costs related to shipping, delivery, or insurance. It is the Buyer's obligation and responsibility to pay for all applicable taxes. The Seller will invoice the Buyer for any such amounts incurred on the Buyer's behalf. The Buyer is required to provide the Seller with a valid tax exemption for all tax-exempt sales. The Buyer must accept the Product shipment within 6 months of the booking date. If the Buyer does not accept any Product within this timeframe, they shall be subject to escalation fees, including inflationary costs and increases in labor and material costs. If there are changes to the original customer-provided information, the price may change accordingly. The price may also change upon reviewing any additional or updated information. If the Buyer fails to take delivery or schedule a Product shipment by the original scheduled date, they must pay the Seller's current storage fees until the Product is shipped. If the Buyer requests phased or split shipments of the Product, the Purchase Price will increase and they must pay the Seller's current administrative charges for such split shipment.
- III. Payment Terms.** Full payment of the Purchase Price, and any other amounts incurred by the Seller on the Buyer's behalf, is due within thirty (30) days from the invoice date. The Buyer must pay invoices issued by the Seller for full or partial Product shipments, regardless of any disputes related to other invoices, and the Buyer renounces the right to claim offsets or counterclaims in relation to such invoices. The Buyer must notify the Seller's customer service personnel of any disputed invoice within five (5) business days from the invoice date. Any overdue amounts will incur a late payment fee computed daily at a rate equal to the lower of one and one-half percent (1.5%) per month or the highest rate allowable under applicable usury law. All credit card payments made by the Buyer may incur credit card processing fees. If the Buyer opts to pay the Seller via credit card, they agree to these fees. The Buyer agrees to cover the Seller's attorney's fees and other costs associated with the collection of any overdue payments, including written demands or costs incurred to enforce this Agreement. If, based on the Seller's reasonable judgment, the Buyer's financial condition or any other such circumstance causes the Seller to have reduced security regarding the Buyer's performance of any obligation under this Agreement, the Seller may expedite and demand immediate payment of any outstanding amounts, suspend performance, cancel an order, or require cash payment or suitable security before shipment.

- IV. Shipment Conditions and Transfer of Risk.** All shipments will be dispatched FOB (“Free On Board”) from the Seller's docks, signifying that the title and all risks associated with the Product are transferred to the Buyer once the Product is delivered to the carrier. It is the Buyer's sole responsibility, at their own expense, to obtain all necessary licenses and permits, and to comply with all formalities required to import the goods into any other country in accordance with the existing laws, rules, and regulations at the time. The Buyer will bear the costs for any additional services, such as loading, storage, and handling. The delivery dates provided in this Agreement are estimations only, and the Seller's inability to meet these dates will not constitute a breach of this Agreement. Any delays resulting from securing the Buyer's approval on any matter may, at the Seller's discretion, push back the delivery date. The Seller retains the right to ship earlier than the quoted ship date or to ship in installments. It is not advisable or intended to store the Product for longer than 2 months. The Buyer is responsible for any storage facilities, which should be free from moisture, heat, or cold. Improper stacking or storing of the Product can lead to oil leakage from jacks, bowing guide rails, or other component damage/scratches. Any damage or defects related to the storage or handling of the Product is the Buyer's sole responsibility.
- V. Inspection and Acceptance.** The Buyer is expected to promptly inspect all shipments upon the Product's arrival at the original shipping destination and inform the Seller in writing within three (3) days of arrival if there are any shortages or other inconsistencies with this Agreement. The Seller must be allowed a reasonable opportunity to inspect such Product to verify the alleged non-compliance. If the Buyer fails to notify the Seller in writing within the specified period about any alleged nonconformity of the Product, this will be deemed an immediate and irrevocable acceptance of the Product. Any Product rejection by the Buyer does not transfer the risk of loss until the Product is returned to the Seller, freight prepaid, following the Seller's written authorization.
- VI. Limited Warranty and Limited Remedy.** The Seller provides a warranty to the original Buyer, assuring that (i) the services rendered by the Seller will be conducted professionally and to a standard consistent with applicable industry norms, and (ii) the Product will be free from material and workmanship defects for a period of twelve (12) months from the date of shipment, given normal use and care. This limited warranty is not transferrable or assignable.
- a. There is no implied or explicit warranty regarding the performance of the Product. This limited warranty does not cover any issues that arise from: (a) the design of the Product (which is solely the Buyer's responsibility to verify), (b) a Product that has been altered, neglected, misused, abused, or damaged, whether due to a freight carrier, installation, natural disasters, or other reasons, or (c) regular wear and tear. The absence of a documented preventive maintenance program on at least a monthly basis is neglect by the Buyer is not covered by the limited warranty. This limited warranty also excludes: (d) consumables (e.g., hydraulic fluid gibs), (e) corrosion due to exposure to liquids or atmospheric conditions, and (f) the Buyer's failure to properly clean or care for the Product.
 - b. Any claim of breach of this limited warranty will be permanently waived if it is not reported to the Seller in writing within the valid warranty period. If a breach of this limited warranty occurs, the Seller's sole obligation and the Buyer's sole remedy will be to repair or replace the nonconforming Product. The Buyer, at their own expense, is required to: (a) return the alleged defective Product to the Seller, F.O.B. (Free On Board) to the Seller's original shipping location, before a breach of the limited warranty can be remedied, and (b) organize the transportation of the replaced or repaired Products to the Buyer's specified location.
 - c. BESIDES THE GUARANTEES SPECIFICALLY OUTLINED IN THIS AGREEMENT, THE SELLER OFFERS NO ASSERTIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, IN REGARDS TO THE PRODUCT SOLD OR SERVICES DELIVERED UNDER THIS AGREEMENT. THIS INCLUDES, BUT IS NOT LIMITED TO, ASPECTS SUCH AS FUNCTIONALITY, IMPLIED SUITABILITY FOR A SPECIFIC PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY, WARRANTIES ARISING FROM TRADE PRACTICES OR USAGE,

OR ANY OTHER MATTER. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF THE SELLER HOLDS THE POWER TO COMMIT THE SELLER TO ANY AFFIRMATION, REPRESENTATION, OR WARRANTY BEYOND WHAT IS OUTLINED IN THIS AGREEMENT.

- VII. Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE FOR, AND THE BUYER HEREBY EXPLICITLY FORGOES, ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, OR PUNITIVE DAMAGES OF ANY KIND. THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES ARISING FROM WARRANTY OR OTHER CONTRACTUAL AGREEMENTS, NEGLIGENCE OR OTHER TORTS, OR OTHERWISE, AND COMPRISES FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS, RELIANCE DAMAGES, TIME LOSS, LABOR CHARGES OR OTHER EXPENSES. THE PARTIES AGREE THAT THE LIMITATIONS MENTIONED HEREIN ARE ALLOCATIONS OF RISK THAT HAVE BEEN AGREED UPON AND SHALL REMAIN EFFECTIVE EVEN IF ANY COURT OF COMPETENT JURISDICTION DETERMINES THAT ANY REMEDY PROVIDED HEREIN IS INEFFECTUAL. THE SELLER'S LIABILITY UNDER THIS AGREEMENT SHALL NEVER EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR THE PRODUCT IN QUESTION. THE BUYER CANNOT BRING ANY ACTION AGAINST THE SELLER AFTER ONE (1) YEAR FROM THE DATE OF THE PRODUCT'S DELIVERY, AND THE BUYER AGREES THAT THIS PROVISION WILL SERVE AS GROUNDS FOR DISMISSAL OF ANY SUIT OR CLAIM FILED BY THE BUYER AFTER SUCH TIME.
- VIII. Indemnification.** The Buyer shall indemnify (and at the Seller's discretion, defend) and hold harmless the Seller, its affiliates, and their respective officers, directors, members, managers, representatives, agents, and employees from all claims, suits, demands, losses, liabilities, damages (including injury and death), and costs (including reasonable attorneys' fees) (collectively referred to as "Claims"). These Claims could arise from or be related to: (a) specifications, design, structure, operation, materials, or manufacturing method of the Product provided by the Buyer or its agents, including, but not limited to, any ensuing violation of intellectual property or proprietary rights; (b) the Buyer's use, misuse, or disposal of the Products or materials; (c) the Buyer's non-compliance with any law; (d) a breach of these Terms by the Buyer; and (e) Products that are subject to the warranty exclusions mentioned above.
- IX. Limitations.** All technical advice and recommendations provided by the Seller are: (a) given free of charge, (b) considered by the Seller to be reliable, and (c) meant for use by individuals with appropriate skills and knowledge, at their own risk. The Seller takes no responsibility for, and is not liable for (d) damages resulting from their utilization by the Buyer, or (e) compliance with local codes unless these codes align with ANSI A17.1. Any divergence from ANSI A17.1 must be communicated in writing to the Seller and must be specifically recognized by the Seller in writing; failing this, the Seller takes no responsibility and the Buyer alone is responsible for code compliance. Any plans and specifications prepared or altered by the Seller: (i) are solely for the Product, (ii) may not be used by the Buyer or others for any other purpose, and (iii) must be examined and validated by the Buyer as suitable for the Buyer's intended use and purpose. The Seller is not responsible for identifying deficiencies in the Buyer's plans or designs. The Buyer holds sole responsibility for analyzing the impact of the Product on any building or structure design.
- X. Default; Remedies.** If the Buyer defaults, the Seller can, without notice or demand, and at its discretion, exercise all or any of the following remedies: (a) declare all invoices and other sums immediately due or to become due under the Agreement and any other agreement between the Buyer and the Seller, along with collection costs and all applicable termination fees, as immediately due and payable; (b) terminate all obligations arising under the Agreement or any Sales Contract; or (c) utilize all other lawful and equitable remedies that the Seller may possess. The above remedies are considered cumulative and may be executed successively or concurrently. The Buyer agrees to cover all of the Seller's costs and expenses in enforcing the Agreement, including all attorney's fees and court costs. A cancellation fee equal to 10% of the quoted price is applicable if the Buyer cancels the order after the Seller has prepared approved drawings.

XI. Miscellaneous.

- a. **Assignment.** The Buyer is prohibited from assigning its rights or obligations under this Agreement to any third party, whether by operation of law or otherwise, without the Seller's prior written consent.
- b. **Modification and Waiver.** No addition to, or modification or waiver of, any provision of this Agreement is binding upon the Seller unless it is contained in a written document signed by the Seller. Any waiver is limited to the circumstance or event specifically referenced in the written waiver document and does not constitute a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof. Any delay or omission in the exercise of any right, power, or remedy hereunder shall not impair such right, power, or remedy or be considered a waiver of any default or acquiescence therein.
- c. **Intellectual Property; Confidentiality.** All specifications, documentation, and any other intellectual property integral to the manufacturing of the Product belong to the Seller, except where the Buyer has provided specifications, drawings, or other intellectual property to the Seller. Any non-public, confidential, or proprietary information belonging to the Seller is confidential, intended solely for use in performing under this Agreement, and must not be disclosed, utilized, or copied without prior written authorization from the Seller.
- d. **Force Majeure.** The Seller is not liable to the Buyer for any delay or failure in the delivery of the Product or any other non-performance caused wholly or partly by any event or circumstance beyond the Seller's reasonable control. This includes, but is not limited to, acts of any government or its agencies or subdivisions, war, riots, acts of God, pandemics or epidemics, machinery breakdown, or any shortage of or inability to secure labor, transportation facilities, fuel, energy, raw materials, supplies, or machinery at reasonable prices or from regular sources. In such events, the Seller may distribute its available goods among its customers on a basis it deems fair and equitable, without liability to the Buyer.
- e. **Material Terms.** The Buyer agrees that these Terms are a critical component of the transaction between the Seller and Buyer, and that the Seller would not have sold the Products or provided the services on terms (including price) as favorable to the Buyer as those contained in the Sale Contract without the Buyer agreeing to be bound by all of the Terms.
- f. **Governing Law; Forum; Waiver of Jury Trial.** The validity, operation, and performance of this Agreement, including all matters arising out of or relating to this Agreement, shall be governed and controlled by the laws of the State of Washington and the United States of America, despite any conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any claim or cause of action allegedly arising out of or related to this Agreement shall be brought exclusively in the state or federal courts located in the State of Washington, and the parties irrevocably consent to the jurisdiction of such courts. THE BUYER IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.