

Seller: S.A.S. of Luxemburg, LLC.

Phone: 920-845-2198

Rev: 5.2.2017

133 Center Drive -Hwy 54 - PO Box 260, Luxemburg, WI 54217 USA

Fax: 920-845-2309

•**Prices:** Prices quoted in USD, FOB sellers dock, unless otherwise specified, are based upon our understanding of your specifications. Price and quote are subject to change or withdrawal without notice. Price does NOT include machine manufacturer approval, installation, reinforcement or modification for use of this attachment.

•**Payment:** Unless otherwise specified, 100% at order placement. Balance in full prior to shipment. Seller does not agree to any restrictions, conditions, terms or endorsements put on any check or money order, and will cash the check or money order as if these restrictions, conditions, terms, or endorsements do not exist. Any invoices billed on 'open account' are due within 30 days of invoice date. Interest will be charged at 1.5% per month on all past due invoices. 18% APR. Payment of interest in lieu of invoice balance is not acceptable.

•**Delivery:** Seller shall not be liable for delivery delays beyond its control, including delays caused by its suppliers or acts of God. Delivery dates are good faith estimates. All shipments are FOB Seller's dock & the risk of loss passes to Buyer upon shipment. To allow Seller maximum flexibility in meeting requested specifications and lead times, materials, assembly, or subcomponents may be outsourced, or substituted, at Seller's option.

•**Cancellation:** If customer cancels order for any reason, payment is not refundable. 'Open account' customers will be billed for the item in total per the agreed quote. At seller's option, 50% of payment maybe applied to another order placed within 90 days. After 90 days, payment is forfeited

•**Returns:** Our products are custom made per order. Returns are not acceptable. Products provided by the Seller to the Buyer are non-returnable

•**Safety:** Buyer accepts responsibility to; (1) Ensure that all personnel that will use and/or work in area of purchased product will read safety ID plate and Operators Manual For SAS (product) FORKS and Machine Manufacturer's Operators Manual, prior to use; and (2) Ensure that all personnel follow the safety guidelines outlined on these materials. (3) To determine and compare the weight of the original machine's attachment, to the new SAS FORKS™ or other attachment purchased herein, and reduce the lift capacity as needed to accommodate the increase in the attachment weight if any. (4) Observe the most restrictive weight capacity specified on any machine and/or attachment. S.A.S. of Luxemburg, LLC. is not responsible for safety in the field. (5) Buyer has duty to inspect equipment & attachment regularly.

•**Limited Warranty:** For products that Seller manufactures, Seller warrants that such products conform to all specifications per the quote and build sheets for materials and workmanship for the period of time indicated below, after date of shipment, when used in compliance with the SAS FORKS™ Operator Manual. Refer to the SAS FORKS™ Operator Manual Limited Warranty Pages for details.

1 year Limited Warranty for (5' x 3' x 192") 15' Standard Heavy Duty solid steel fork assembly. See blade limited warranty in Operators Manual.

1 year Limited Warranty against defects in workmanship on carriages of (Adjustable, Crushing, Car Body, Scorpion), Quick Coupler & Extreme weldments

1 year Limited Warranty against defects in Extreme grapple cylinder, rotate motor, swivel & Scorpion cylinders, hydraulic valve, relays.

No warranty on other products not listed above, unless specified on the face of original invoice. (No warranty on used equipment of any type).

Seller does not warrant the products that it does not manufacture. Rather, all warranties, if any, for these products are supplied by the manufacturer.

SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

•**No warranty against abrasion wear, claw chip wear, fork tip damage, blade bending, fusible link separation, bent fork mounting shafts, hoses, cables, joystick or wires.**

•**Installation of purchased attachment may void machine manufacturer warranty, if any.**

•**Limited Warranty Remedies:** Buyer must notify Seller of any warranty claim within 10 days after such claim arises; otherwise Buyer waves all rights to such claim. Unless agreed otherwise in writing. Buyer's sole remedy for breach of warranty is, at Seller's option, the repair of the defect, the correction of the service, or the providing of a replacement part FOB Seller's office. Seller will not be responsible for costs of travel, mileage, shipping, hauling, dismantling or reassembling the product. Further, Seller will not be liable for any other direct, indirect, consequential, incidental, or special damages, arising out of a breach of warranty, or use of the purchased product(s). THESE REMEDIES ARE EXCLUSIVE, AND ALL OTHER WARRANTY REMEDIES ARE EXCLUDED. Prior to any repairs be performed, **written Pre-Authorization is Required.** For any repairs that the Buyer or a 3<sup>rd</sup> party desires to have covered under the terms of this limited warranty, Buyer must receive written authorization in advance from the Seller in the form of a written Limited Warranty Authorization Purchase Order. Such will itemize the work to be done and the agreed cost of such, without any allowance for travel or mileage expenses. No other expenses will be reimbursed.

•**Taxes:** Buyer agrees to pay all sales, use, export, import, local, state, or other taxes levied related to this sale. Such taxes are not included in the sale price of the product. If invoice does not clearly itemize sales tax, and show payment of such, customer agrees to pay at any future date time if such is levied by any government body. Buyer agrees to hold Seller harmless.

•**Venue:** Kewaunee County, WI, USA, is the agreed venue for any legal action related to this agreement or any products of the Seller. Parties further agree that this agreement shall be enforced and governed by the laws and UCC [ Uniform Commercial Code ] of the state of Wisconsin, U.S.A..

Expressly **not governed by CISG.** [ United Nations Convention on Contracts for the International Sale of Goods ]

•**Proprietary Rights:** All designs and other proprietary rights provided by Seller to Buyer are to remain the property of Seller, and Buyer shall honor all proprietary legends. Buyer agrees not to copy, or hire a 3<sup>rd</sup> party to copy the design, style, or likeness, in part or whole of any SAS product.

Buyer, buyer's agents or employees may provide feedback to Seller with respect to Sellers products or services and Seller may use feedback for any purpose without obligation of any kind. To the extent a license is required under Buyer's intellectual property rights to make use of feedback, Buyer hereby grant Seller an irrevocable, non-exclusive, perpetual, royalty free license to use the feedback in connection with Seller's business, including enhancement of the products and services.

If Buyer requests Seller to make a custom product, Buyer will hold Seller harmless from and against any claims of potential patent infringement.

•**Limitation of Liability:** The Seller's price is based on the enforceability of this limitation of liability, and the Buyer understands that the price would be substantially higher without this limitation. SELLER SHALL HAVE NO LIABILITY TO BUYER FOR LOST PROFITS OR FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT, PRODUCT-LIABILITY, OUT OF A DELAY IN OR FAILURE OF DELIVERY, OR OTHERWISE, EVEN IF ADVISED OF THE POTENTIAL DAMAGES IN ADVANCE. •IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE CONTRACT PRICE. •IN THE EVENT THAT ANY WARRANTY OR WARRANTY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, OR IS HELD TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, IN CONSIDERATION OF THE OTHER PROVISIONS OF THIS AGREEMENT, THE PARTIES UNDERSTAND AND AGREE THAT ALL LIMITATIONS OF LIABILITY UNDER THIS PROVISION WILL NEVERTHELESS REMAIN IN EFFECT.

•**Sever ability:** Any legally unenforceable provision may be severed from this agreement, & remaining terms & conditions will be enforced as a whole.

Accepted By Customer: X

Title: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_