

Commercial Information

Discount:

Contact EMH, Inc. for current discount.

Delivery:

May vary with application. Contact EMH, Inc. for details.

Terms:

Subject to credit approval; progress payments may be required.

Taxes:

No sales or use taxes are included.

Manuals:

Two Operation and Maintenance manuals will be furnished as standard.
Add \$15.00 for each additional manual.

Drawings:

Clearance drawings with your title block can be furnished upon request.
Otherwise, our standard engineering package will be furnished.

Shipment:

All shipments are F.O.B. Cleveland, Ohio unless stated otherwise.

Warranty:

The EMH standard One-Year Warranty is included. Contact EMH, Inc. for details.

All prices are subject to change without notice. Cancellation charges, if applicable, will be charged based upon actual completed work and materials.

EMH Standard Terms of Sale

(Applicable for all Quotations, Purchase orders, Order Acknowledgements, and Purchase Contracts)

1. All orders become effective upon acceptance at the home office of EMH, Inc.
2. Price changes are effective on a specific date. All orders entered after price change date are subject to adjustments at the revised price, except for orders received in response to a quotation, entered within thirty days after the date of quotation.
3. Standard terms are 30% down, 60% before shipment, and 10% net 30 days. All invoice dates are the same as the date of shipment.
4. All sales, excise, use or any other taxes, are the responsibility of the purchaser. This includes any taxes with regards to transportation or consumption of said property.
5. Release of shipments shall at all times be subject to the approval of EMH, Inc. If at any time customer does not maintain acceptable credit standards, then upon written notice, the entire amount outstanding of products shipped to customer shall become immediately due and payable.
6. No cancellations of orders will be recognized, except upon written notice received by EMH, Inc. at its home office prior to shipment, and payment to EMH, Inc. of appropriate cancellation charges.
7. Shipping dates are approximate. EMH, Inc. will not be liable for non performance or delays in performance occasioned by any causes beyond EMH's reasonable control. These include, but are not limited to, labor difficulties, delays of vendors or carriers, fire, governmental actions or material shortages. In no event shall buyer be entitled to incidental or consequential damages for late performance or failure to perform.
8. If buyer wrongfully rejects or revokes acceptance of item tendered under this agreement, or fails to make payment due on or before delivery, or repudiates this agreement, EMH, Inc. shall have a right to recover as damages the prices as stated herein. Upon recovery of the price, the items involved shall become the property of the buyer.
9. All shipment for EMH, Inc. products are F.O.B. plant or warehouse, and title and risk of loss shall pass to buyer upon delivery to the carrier, regardless of who pays the shipping cost. Shipping charges to buyer's plant, or job site will be on a freight collect basis unless different arrangements are made in advance. All prepaid shipments will be invoiced at cost plus 10 percent. Parcel post shipments will be insured at Customer's expense, buy Customer is responsible for placing a valuation upon such shipments for insurance purposes.

EMH Standard Terms of Sale

**(Applicable for all Quotations, Purchase orders,
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10. Claims for damages or shortages in shipments must be submitted directly to the carrier.
11. EMH, Inc. reserves the right to ship via the least expensive route. If it is instructed to ship other than the least expensive route, Customer shall be responsible for any additional charges.
12. No returns will be accepted without prior written authorization of EMH, Inc.
13. Unless otherwise specified, EMH, Inc. guarantees that product is free from any defects in design, materials and workmanship under normal use and service and properly maintained by EMH, Inc. or Customer. Use or service with corrosive or abrasive atmosphere shall not be deemed normal. This warranty shall not apply to any product which has been repaired or altered outside of EMH, Inc.'s plant, or without EMH's instructions, or in any manner so as, in EMH's judgement to affect their serviceability or which have been subjected to misuse, negligence or accident, or to products that have been operated in a manner contrary to written instructions. The basic warranty shall be limited to a period of 12 months for single shift operation or 2000 hours after installation, or 14 months from date of shipment from EMH, whichever is shorter. Warranty for wear parts are limited to a period of 12 months for single shift operation or 2000 hours after installation, or 14 months from date of shipment from EMH, Inc., whichever is shorter. Within ten days after defect is found or becomes known to Customer, a report concerning warranty claim shall be submitted and the defective product or parts shall be returned to EMH, Inc. Not to submit such warranty claims within the specified period shall constitute a waiver of any acceptance of the products by the user. Defective items shall be returned to EMH, Inc. F.O.B. our factory, repaired or replaced items shall be shipped by us F.O.B. our factory. If EMH, Inc., at its discretion finds the claims of Customer under the warranty to be justifiable, EMH, Inc. shall compensate by means of replacing or repairing faulty products or components, free of charge. The liability of EMH, Inc. for claims under the warranty is limited to those set forth in this article and in no event shall we be liable for damages in excess of the value of the defective products; consequential damages including loss of production, product, equipment or profit and liability direct, incidental, indirect, special or other work done unless specifically agreed to in writing.
14. No work will be performed by us at the site, unless in our opinion it is impractical for you to remove the defective part and return it to us.
15. EMH, Inc. shall be under no liability for any special, indirect or consequential damages of any nature.
16. All special tooling and related items shall remain the property of EMH, Inc. and ABUS, notwithstanding any tool, die or pattern changes paid for by Customer.

Warranty Statement

EMH offers an exclusive One-Year Warranty

EMH warrants its Material Handling Equipment when properly assembled, if required, to be free from defects in material and workmanship for a period of one (1) year from date of shipment.

This exclusive warranty includes parts normally considered as "wear items", such as wire ropes, rope guides, load chain and chain guides. These items are covered by a warranty of one (1) year under the same conditions listed below.

This warranty is contingent upon the following:

1. That the equipment and machinery is used in a single eight-hour shift operation.
2. That such warranty shall not apply to equipment which has been:
 - Operated in excess of design criteria
 - Abused or damaged
 - Altered or repaired without authorization
 - Improperly maintained in accordance with recommended practices.
3. That all warranty claims be made to **EMH, Inc.**, and be supported by satisfactory evidence of the conditions herein noted.
4. That all claims will be accompanied by the defective part or material, if that is practical, freight prepaid for examination. Replacement parts will be returned to the user, freight collect.
5. That **EMH, Inc.** cannot be held responsible for labor or expenses incurred in conjunction with repair or replacement except on specific authorization.

THIS WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY SHALL BE APPLICABLE, BE IT WRITTEN, ORAL, EXPRESSED OR IMPLIED.