



Prab, Inc.

5944 East N Avenue • Kalamazoo, MI 49048

(800) 968-7722 • (269) 382-8200 • Fax (269) 349-2477 • www.prab.com

TERMS AND CONDITIONS

1. All orders are subject to factory approval if accepted by salesman or selling agent.
2. No contract may be canceled without the approval of Seller. Cancellation charges will be based on material, labor and engineering completed on contract at date of cancellation with a minimum charge of 15% of the total contract.
3. Buyer is to procure and pay for any necessary permits and will be responsible for compliance with all local ordinances and state laws with respect to the use and/or installation of Seller's equipment unless otherwise stated.
4. Delivery: Deliveries quoted are estimated and are not guaranteed by Seller. Orders contingent on meeting a guaranteed delivery date will not be accepted. Every reasonable effort will be made to ship orders within the time scheduled, but under no circumstances will Seller assume responsibility for damage or losses due to late delivery.
5. Claims for shortages must be made within 10 days from receipt of equipment.
6. Prices are based on current costs of labor and materials, and are subject to adjustment to reflect cost increases experienced prior to shipment.
7. All material will be invoiced on date of shipment whether partial or complete or when ready for shipment if buyer requests delay in shipping. All equipment held beyond date of completion will be subject to storage charges. All invoices are subject to payment net thirty (30) days after date of invoice. When orders are shipped prepaid with freight to be billed, freight charges are net and subject to payment on presentation of invoice.

Invoices paid thirty (30) days beyond due date are subject to service charge assessment of 1-1/2% per month (18% annual) against unpaid balance.
8. All taxes presently or hereafter imposed on the manufacturer, sale or delivery of any equipment ordered hereunder including any increases thereof shall be charged to buyer in addition to prices herein set forth.

PATENT INDEMNITY

PRAB agrees that in the event the equipment or any part thereof as supplied by PRAB or the use thereof as specified by PRAB in writing is held by a court of competent jurisdiction to infringe a United States patent (and Buyer agrees to notify PRAB promptly in writing, of any claim or action brought against the Buyer based upon such a claim of infringement and give PRAB an opportunity, if it so desires, to defend any such action.) PRAB will indemnify and save harmless the Buyer from a judgment as a result thereof, up to an amount not exceeding the purchase price of such equipment, and if the Buyer is enjoined from using such equipment, PRAB will, at its option and its sole cost and expense either procure for the Buyer the right to continue using the equipment, replace or modify the same so that it becomes non-infringing, or return the original price of such equipment, less an allowance for wear, tear and normal depreciation, and accept the return of such equipment.

PRAB shall have no liability to the Buyer hereunder if any patent infringement or claim thereof is based upon changes in the equipment made by the Buyer or required by written instructions from the Buyer, or upon use of the equipment in combination with machines or devices not made by PRAB, or in a manner for which the equipment was not designed. The foregoing sets forth entire liability of PRAB with respect to infringement of patents by the equipment sold or by any part thereof or by its operation.

INDEMNITY

Purchaser does hereby agree to indemnify, defend and hold Seller harmless of and from all loss, liabilities, penalties, damages, costs and expenses, including actual attorney's fees, that may be suffered by or asserted against Seller because of:

- (a) Injury suffered by any person while riding or attempting to ride upon the equipment furnished by Seller, before, during, or after installation is completed.
- (b) Injury to person or property caused by or resulting from the absence of any safety device which has been recommended by Seller or supplied to Purchaser but not accepted or installed by Purchaser.
- (c) Injury to person or property caused by or resulting from the use of the equipment furnished by Seller if it malfunctions and it is not removed from service until properly repaired, improper or inadequate maintenance, or, alteration or modification.
- (d) Injury to person or property caused by or resulting from the use of the equipment furnished by Seller to handle any materials of a hazardous nature or with hazardous characteristics, including but not confined to materials that are or may become flammable, explosive, toxic, radioactive, or constitute a danger to health.

WARRANTY

We warrant the equipment of our manufacture to be free from defective materials and workmanship under the use and service quoted for a period of one (1) year after date of shipment. This warranty is void if equipment has been abused, not properly maintained, is used to handle any hazardous material, or has been disassembled or reworked by others.

Seller agrees to replace or repair any defective parts manufactured by it as covered under this warranty. FOB Seller's plant, subject to inspection by Seller. No article may be returned without Seller's consent.

Parts not of Seller's manufacture are subject to the warranties extended to Seller by its supplier. Seller's liability is limited to such adjustment as the respective manufacturer makes to Seller.

In no event shall Seller's liability exceed the invoice price of the articles with reference to which claim occurs and under no circumstances shall Seller be liable for special or consequential damages, or the expenses or losses incurred due to geographical location of product, difficulty of access to product as installed, or urgency as to time on the part of the user and/or buyer of the equipment.

DISCLAIMER OF ALL OTHER WARRANTIES

SELLER DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE EQUIPMENT SOLD, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION DESCRIPTION, QUALITY, DESIGN, PERFORMANCE, SPECIFICATIONS, CONDITION, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

For further information, please call or fax to:

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Ph: 800-968-7722 or 269-382-8200, Sales Fax: 269-349-2477 • Administration Fax: 269-382-7770