


GENERAL TERMS AND CONDITIONS OF SALE

The following Terms and Conditions apply to any sale made by Lift Company of America (referred to as “we”, “our”, “ours”, or “Liftcoa” in other parts of these Terms and Conditions) to any other party (referred to as a “customer” or “purchaser” in other parts of these Terms and Conditions):

1. We reserve the right to correct errors in quotations or any other pertinent matter.
2. Our obligations under all sales, agreements, and contracts are made contingent upon strikes, fires, accidents, transportation delays, government regulations and requirements beyond our control.
3. All prices stated are based upon Liftcoa’s cost under existing laws. If such costs are increased by any legislation, rule, regulation, ordinance, or law, the amount of such increased costs shall be added to the prices stated. Payment of all taxes is the responsibility of the purchaser.

4. PRODUCT WARRANTY

Liftcoa warrants this product to be free from defects in material or workmanship for a period of one (1) year from date of shipment, provided that any claim for breach of this warranty must be received in writing by Liftcoa within said year. Certain models may have special or extended warranties which are quoted in writing by Liftcoa at the time of sale. Warranties shall not cover failure or defective operation, caused by misuse, misapplication, negligence or accident, exceeding recommended capacities, or any alteration or repair of the item purchased which has not been authorized by Liftcoa. Except as set forth herein, Liftcoa makes no other warranties, express or implied, including THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, all of which ARE HEREBY EXCLUDED.

Liftcoa meets the labeling requirements of California’s Proposition 65  WARNING Cancer and Reproductive Harm - <https://www.p65warnings.ca.gov/> Liftcoa makes no warranty or representation with respect to the compliance of any product with other State or local safety or product standard codes and any failure to comply with such codes shall not be considered a defect of material or workmanship under this warranty. Liftcoa shall not be liable for any direct or consequential damages arising out of such noncompliance.

Liftcoa’s obligations under any warranty or for any other damages which may arise under any sale, agreement, or contract, are limited to the replacement or repair of defective components at its factory or another location at Liftcoa’s discretion. This is buyer’s sole remedy under any such warranty, sale, agreement, or contract. Liftcoa will not be liable for consequential, incidental, exemplary, or punitive damages of any kind resulting from a breach of any warranty that it has provided or for breach of any term of any sale, agreement, or contract. Any warranty may be altered only in writing by Liftcoa.

5. Liftcoa agrees to hold harmless, indemnify, and defend customer, and customer’s affiliates, directors, officers, employees, contractors, and agents (collectively, the “Customer Parties”), from and against all claims, damages and losses asserted against customer or any of the Customer Parties for infringement of any patent, trade secret, or other intellectual property rights held by a third party other than an affiliate of customer to the extent arising from customer’s use of any item purchased by customer from Liftcoa which is solely designed and manufactured by Liftcoa, and used in the manner presented in any guide or manual provided by Liftcoa, or otherwise as instructed by Liftcoa in writing. Customer likewise agrees to hold harmless, indemnify, and defend Liftcoa, and Liftcoa’s affiliates, directors, officers, employees, contractors, and agents (collectively, the “Liftcoa Parties”) at customer’s expense against all claims, damages and losses asserted against Liftcoa or any of the Liftcoa Parties for infringement of any patent, trade secret, or other intellectual property rights held by a third party other than an affiliate of Liftcoa to the extent arising from any design or design feature supplied or demanded by customer, or to the extent arising from any use of any item purchased by customer from Liftcoa in a manner which does not fully comply with in any guide or manual provided by Liftcoa, or otherwise as instructed by Liftcoa in writing, or which is not reasonably intended by Liftcoa to be a normal use of that item.
6. Quotations, catalogs, literature, and other general information are subject to obsolescence, modification, and may change without notice.

7. Customer further acknowledges that it has control over the installation, maintenance, and operation of any item purchased from Liftcoa and accordingly agrees: (i) to properly train and supervise its employees, agents and operators in the operation and maintenance of the equipment; (ii) to disclose to and to have available to its employees, agents and operators a copy of the owner's manual, maintenance, safety instructions and warnings provided by seller; (iii) not to modify, alter or misuse the equipment; and (iv) to accept all responsibility and liability for injury to person or property arising from the removal of safety equipment and warnings or from customer's decision not to purchase safety equipment or to fail to take any other action recommended by Liftcoa or its re-seller.
8. Acceptance of any purchase order is expressly made conditional on purchaser's assent to terms and conditions of sale set forth herein. Any inconsistent terms in any document received from purchaser will not be binding on Liftcoa.
9. These Terms and Conditions, any sale by Liftcoa and any agreement or contract between Liftcoa and customer shall be governed by and construed under the laws of the State of Maine. Any action or proceeding arising out of or related to these Terms and Conditions, or any sale by Liftcoa, and any agreement or contract between Liftcoa and customer, must be brought in a state or federal court located in the State of Maine to the extent that any such court has subject matter jurisdiction over the same, and customer agrees that those courts shall have personal jurisdiction over customer in any such action or proceeding.
10. Customer understands that we may obtain customer's credit card number and related information about it and its credit card account. We will use what we, in our sole discretion, determine are reasonable efforts to attempt to ensure that non-authorized third parties do not obtain that information from us or our records. However, through negligence, error or otherwise, such efforts may not, in all cases, prove to be successful, or may not be properly applied. This is a risk which customer accepts, and customer agrees, to the full extent allowable by law, to hold us, including our affiliates, directors, officers, employees, contractors, and agents, harmless from, and indemnify all of those parties against, all claims, damages and losses resulting in whole or in part from a non-authorized third party obtaining any of that information. As stated elsewhere in these terms and conditions, customer agrees that the laws of the State of Maine will apply to any unauthorized access to information concerning customer or customer's credit card account.
11. All commodities, software, or technology purchased from Liftcoa are subject to the export and re-export control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("EAR") and Department of the Treasury Office of Foreign Asset Controls ("OFAC") Regulations. Liftcoa expects all distributors and customers to comply with these laws and regulations. Without limiting the foregoing, the distributor/customer cannot, without proper authorization from the applicable United States Government Agency, export, re-export, or transfer any commodity, software, or technology purchased from Liftcoa, either directly or indirectly, to any entity, country, or national of any country in breach of such laws and regulations. Furthermore, Liftcoa expects that the distributor/customer shall indemnify and hold harmless Liftcoa from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by distributor/customer, and distributor/customer are expected to compensate Liftcoa for all losses and expenses resulting thereof, unless such noncompliance was clearly not caused by fault of the distributor/customer.

Revised February 1, 2019