



INSTALLATION TERMS AND CONDITIONS – Form #ACTINS04-11

1. **Terms and Conditions.** These terms and conditions apply to any installation services provided by Action Lift, Inc. to Customer and any related quotation or proposal by Action Lift, Inc. Any different or additional terms in any documents from Customer are objected to and rejected, are deemed to materially alter these terms, and will not become part of any contract.
2. **Installation; Customer Responsibilities.** Customer agrees to prepare site and provide utilities and other support as reasonably required by Action Lift, Inc. for installation and testing, and to perform the following:
 - a. **Floor.** Floor shall be concrete or other sound material acceptable to Action Lift, Inc. and shall be flat and even (less than 1/4" elevation variation over ten linear feet in any direction). Any costs incurred for drilling anchor holes as a result of interference with reinforcing rods, mesh or other materials due to hard anchor receiving materials shall be reimbursed by Customer. (Action Lift, Inc. has designed the rack column base plates and their anchorage to the floor slab based on a 28-day concrete compressive strength (f 'c) of 3000 psi (or other value if specified). The base plates have been sized such that the calculated bearing load, or stress, on the concrete floor slab is less than the maximum bearing strength permitted by the Building Code Requirements for Structural Concrete (ACI 318-95). Action Lift, Inc. is not responsible for the design of the floor slab and sub-soil system.)
 - b. **Dry, Clean.** Maintain the site in a dry condition and free of obstructions or debris other than those caused by Action Lift, Inc. Provide a trash container located not more than 100 feet from the installation area. (Action Lift, Inc. will clean up debris it causes.)
 - c. **Utilities.** Provide water, light, electric current and wiring, compressed air and heat as may be required to install, test and operate Goods. Provide a constant source of electrical supply, at least 100 feet of extension cord per power tool required, and adequate outlets within the 100 foot perimeter. Provide sanitary facilities and fire protection equipment.
 - d. **Security and Storage.** Provide adequate and secure covered storage facilities for Action Lift, Inc.'s tools and equipment immediately adjacent to construction area, as well as for material shipped to site before or during installation. Provide a security fence restricting access to site. If reasonably required, employ a security guard. Provide first aid equipment required by OSHA.
 - e. **Free and clear access; unloading.** Provide sufficient laydown, staging and assembly areas immediately adjacent to construction area. Provide sufficient free and clear access roads, deck areas and aisles. Provide lift equipment on a continuous basis throughout the installation time for lifting and transporting the Goods.
 - f. **Permits.** Apply for and obtain prior to commencement of installation by Action Lift, Inc. all building, erection or related permits, licenses, inspections and surveys necessary for installation of Goods in accordance with all regulations.
 - g. **Coordination.** Coordinate the activities of Customer subcontractors with Action Lift, Inc. to prevent interference with Action Lift, Inc.'s work.

If any of Customer's responsibilities are not satisfied, then Action Lift, Inc. may in its discretion have the installation crew, at the expense of Customer, perform any work appropriate to meet the required conditions, or may alternatively halt and delay the work and may have the crew leave the site and return when conditions are satisfied. All extra costs including demurrage charges incurred by Action Lift, Inc. as a result shall be paid by Customer.
3. **Commissioning and Testing.** Action Lift, Inc. will commission the Goods by performing all final adjustments and testing of the installed Goods required to establish that the Goods performs in accordance with the terms of the Proposal. Upon notice that the commissioning has been completed, Customer may conduct testing prior to accepting the system, but only with Action Lift, Inc.'s designated representative present. Customer will promptly notify Action Lift, Inc. in writing of any deficiency in the Goods' performance relative to the Proposal. Customer will not use the Goods prior to acceptance.
4. **Partial Utilization.** Customer may use finished parts of the Goods before substantial completion of the entire Goods, only if Customer and Action Lift, Inc. agree in writing that it is a separately functioning and usable part of the Goods that can be used by Customer without significant interference with Action Lift, Inc.'s performance with the remainder of the installation. If Customer desires to use any such part of the Goods, Customer shall submit a written request to Action Lift, Inc. describing the proposed use and certifying that in Customer's opinion such part of the Goods is substantially complete and can be used without significant interference; Customer will not make such partial usage without Action Lift, Inc.'s written consent. Such partial usage will constitute acceptance of such portion of the Goods.
5. **Insurance**
 - a. Action Lift, Inc. carries prudent levels of general liability, automobile liability and workers compensation insurance. Customer carries prudent levels of general liability, automobile liability and workers compensation insurance. Customer will name Action Lift, Inc. as additional insured on liability policies and, upon request, provide a certificate of insurance.
 - b. Each party retains the right to be represented, at its sole option and expense, by attorneys of its own selection in connection with any claims or legal proceedings covered hereunder. The exercise of this right to select its own attorneys will not detract from the other party's obligation to procure insurance.
6. **Price.** Any proposal price is based on utilizing local non-union labor, working an eight hour shift Monday through Friday. Unless otherwise stated in a final proposal by Action Lift, Inc., none of the following have been included in the purchase price: (a) wages for overtime or holiday work, (b) extra expenses due to importing labor, (c) wages due to overtime demanded by a labor union as a condition of employment, or (d) increases in union wage rates at the time of installation above such rates in effect as of the date of the contract between Customer and Action Lift, Inc.. If Action Lift, Inc. experiences increases in costs thereby, Customer will reimburse Action Lift, Inc. for the amount of such increase in cost plus fifteen percent (15%) of such amount to provide for additional insurance, taxes, handling, profit and miscellaneous charges