



TC / AMERICAN

Proposal Terms & Conditions

SALES POLICIES**Sales Policy, Warranty and Service, Freight and Shipping, Terms and Conditions**

Note: For the purposes of this document, names or abbreviations appearing as TC/American Crane Company, TC/American Co., TC/American and TC/A may be used interchangeably and all identify the same company.

A. Sales Policy1. Terms of Payment:

- A) Terms are Net 30 days, in United States Dollars. Terms of Net 30 are for amounts within credit limit, any amount over credit limit will need to be paid for before shipment.
- B) Invoices remaining unpaid after 60 days past date of invoice will cause all open orders to be placed on HOLD status.
- C) A service charge of 1.25% per month may be applied to the unpaid balance of over-60-days-due invoices and this becomes payable along with the invoice(s) due.
- D) All of the above terms of payment subject to approval of TC/American Cranes Company's Credit Department.
- E) Orders with Net values of \$150,000 or greater are subject to a progress payment of 30%, due at drawing approval, remaining at Net 30.
- F) All special terms of payment must be quoted and authorized by TC/American Crane in advance of order placement.

2. Terms and Conditions of Sale:

For the complete "Terms and Conditions of Sale" under which our products are offered for sale, see Section "D" of this document.

3. Order Acceptance, Acknowledgment & Delivery:

- A) Orders will be accepted with firm prices if shippable within 20 weeks after date of entry. Orders shippable within 52 weeks will be subject to a surcharge of 1% per month, or part thereof, over 20 weeks. Beyond 52 weeks the policies in effect at the time of shipment will be applied.
- B) Proper and sufficient information must be supplied with order for order to be entered. Use TC/American Crane Order Instruction Form #S-50 and furnish Material List and Layout Drawings. If proper information is not provided, the order will be placed in the hold file until the information is obtained. If order must be entered without necessary information, an additional charge will be applied depending on additional engineering required. This will be done only with dealer approval.

Orders rescheduled or placed on hold, regardless of who initiates change, will be re-entered in our production schedule and treated as a new order and scheduled accordingly.

Pricing of rescheduled orders will be evaluated at the time of re-entering and depending on the rescheduled shipping date, dictated by production schedule, the order will be subject to pricing at time of shipment.

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4. F.O.B. Point and Freight:
All prices are F.O.B. TC/American Crane factory. See Section "C" of this document for methods of handling freight expenses.
 5. Minimum Billing:
A minimum charge of \$50 Net will be made on all orders whose value would be under \$50. Orders of our 200 Series rail less than 20 feet will be subject to a \$65.00 net set up charge.
 6. Prices and specifications are subject to change without notice.
 7. Quotation Maximum Dollar Limit:
For any individual quotation, a maximum dollar value of \$100,000 of TC/American Crane materials for a delivery within 12 months are herein established as limits that you, as a dealer, can quote from your price book.
Individual quotations for \$100,000 or larger value of TC/A materials, or for delivery longer than 12 months, must be approved by TC/A prior to quoting. Each individual quotation exceeding these limits will be evaluated on its own merits and a decision given to you promptly as to how or whether we want to quote.
 8. Special Applications & Prices:
Contact factory for pricing of truss cranes, stacker cranes, automatic systems, special finishes, etc.
 9. Hoist Information:
In order to prevent clearance and mounting problems with hoists purchased for operation with TC/American Crane equipment, complete information must be supplied with your order. Include name and catalog number of hoist, trolley and hoist horsepower, special design or control features, and CERTIFIED WIRING AND CLEARANCE DRAWINGS.
This hoist information must be furnished with all orders that include cranes, hoist adapters, drive tractors with tow bars, and any other equipment where operation with TC/American Crane equipment could cause clearance or other problems.
When the hoist is to be shipped to TC/American Crane for mounting, have it marked with TC/A job number and advise the hoist vendor which of our plants to ship to and of the shipping date agreed upon with TC/A. If you are not able to provide this information at the time of order entry, please advise when we can expect to receive the shipping date in order to schedule properly and avoid delay in the processing of your orders.
 10. Drawings:
Drawings for approval:
We will furnish at time order is accepted and upon request, three (3) prints of standard outline prints and/or wiring diagrams at no charge. This does not include system layout drawings.
Additional copies of prints will be furnished for an additional charge when quantity desired is specified on original order, or is added before the order is shipped. Price is \$2.00 Net per print. Electronic copies of drawings may be provided at no charge.
Approval of clearance prints:
One re-issue of corrected/modified prints will be sent in the original quantity ordered at no charge.
It is important to make any and all changes on first submittal of approval drawing to prevent delays in manufacture and shipment.
Any change in the second or subsequent set of approval drawings will result in additional charges for engineering prints.
Drawings incorporating jobbed equipment purchased by dealer to be furnished with TC/American Crane equipment will be done at an additional charge. Contact factory for price.
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11. Special Engineering and Re-Engineering Charges:

Special engineering and system layout drawings will be done at an additional charge. Contact factory for pricing.

Changes, made by the customer on the first set of approval prints returned to the factory, will be re-engineered into the order without charge. Any changes made on the second, or subsequent, submittals will require a price increase to the order. This increase will reflect the direct engineering labor charges and, if applicable, cancellation or restocking charges associated with materials changes.

12. Rush Orders:

In general, rush orders will be handled at additional charge of 5% of the order or \$75.00 Net, whichever is higher. Additional charges may be required for overtime labor and other schedule changes.

13. Cancellation and Change Orders:

Cancellation and change orders are not final until acknowledged by factory. When request for cancellation or change order is received, factory will immediately run an internal inquiry to determine accumulated costs of processing order entry, engineering, manufactured items and purchased items. Cancellation or change of orders already entered into order entry system will include \$50 Net minimum order handling charge, plus accumulated engineering, manufacturing and purchasing charges.

14. Replacement Parts and Maintenance Manuals:

Upon request, up to three (3) Replacement Parts and Maintenance Manuals will be furnished on major installations at no charge. Please order maintenance manuals on your purchase order. Additional copies are available, within 90 days of shipment, at \$50 Net/each. After 90 days, or if unusual specifications for special types of repair parts manuals are required (especially any referring to military specifications), consult factory for pricing.

15. Restocking Charges:

Standard restocking charges are 30% of invoice price or minimum order handling cost, whichever is higher, when returned material has been authorized. Only current inventory usage reusable as new items may be returned. (Obsolete, special purchased and special manufactured items are not inventory items.)

Unauthorized returned material may include additional re-handling charges or no credit at all.

Material returned without "Return Goods Authorization" (RGA) number will be deemed unauthorized.

Non-warranty items must be unused and in first-class re-stockable condition. No rusty, damaged items, or items with portions missing, will be acceptable for credit or replacement.

16. Paint:

All prices reflect standard TC/American Crane paint and surface preparation procedures. For special paint or painting procedures, contact factory.

17. Warranty and Service:

See Section "B" and "D" of this document.

B. Warranty and Service Policy

All Terms and Conditions of Sale as presented in Section "D" of this document and all applicable items of our Sales Policy as detailed in Section "A" of this document shall apply. Freight expenses associated with warranty equipment and parts will be determined by TC/American Crane based upon the situation.

Each field installation requires leveling, adjustments, gauging and fine tuning normally associated with a good system. Warranty claims will not be allowed for such items.

It is the responsibility of the dealer to instruct the installer to count all items upon receipt and prior to installation to ensure that all parts are correct and fully accounted for. There will be no allowances for special freight or loss of time for shortages discovered during installation.

Losses and damages to any equipment shipped F.O.B. TC/American Crane factory will not be accepted on warranty claims. The consignee, or dealer, must file a claim with the carrier.

All warranty claims will be settled as quickly as possible. The prompt handling of the problems will depend upon the information available. THE FOLLOWING PROCEDURE MUST BE FOLLOWED IN ALL CASES:

1. Obtain as much information as possible concerning the problem through personal observation by yourself or other authorized personnel familiar with job and equipment; include model, serial and/or part numbers, manufacturer, voltages, speeds and any other special identifying features. Be prepared to discuss the situation in detail.
2. Write or call the Warranty Department at TC/A. State the TC/A job number, customer's name and location of the installation, the names and phone numbers of customer personnel who might be contacted if necessary, the name of the person in your organization to contact (if other than yourself) and full details of the problem.
3. All authorized labor charges will be based on straight time. HOURLY RATES, ESTIMATED MAN HOURS, AND A "NOT TO EXCEED" TOTAL DOLLAR AMOUNT REQUIRED FOR CORRECTIONS ARE TO BE AGREED UPON BEFORE AUTHORIZATION IS GIVEN. There will be no allowances for overtime except in dire emergencies and then only with prior approval.
4. A verbal agreement may be reached immediately on both the method of correction and the approximate cost. A warranty authorization number will be assigned for the specific incident. A confirming written authorization will be forwarded to the dealer.
5. The dealer must send an itemized invoice, showing our job number and warranty authorization number, to the attention of Warranty Department after authorized corrections have been made. A credit memo will be issued by Accounting after the invoice has been received and approved. **WARRANTY CHARGES ARE NOT TO BE DEDUCTED FROM OUTSTANDING OPEN ACCOUNT INVOICES UNDER ANY CIRCUMSTANCES.**
6. Examples of some of the more common complaints include:
 - a) Equipment that does not function properly
 - b) Defective parts
 - c) Equipment not constructed to specifications
 - d) Parts not shipped or incorrect quantities shipped
 - e) Equipment shipped to incorrect destination
 - f) Incorrect equipment or components shipped

The above examples are not to be considered as the only reasons for warranty claims. They also are not to be construed as valid repetitive excuses for warranty claims. Each case will be evaluated based on its own circumstances.

7. Any field corrections made prior to an authorization by TC/American Crane will not be accepted as a warranty charge or the responsibility of TC/American Crane.

C. Freight Expense and Special Shipping Information

Outgoing freight billing may be handled as described below. Advise your preference on the purchase order.

1. UPS: TC/American Crane will pay the freight bill and invoice the dealer for the freight expense.
TC/American Crane adds a service charge of 15% to the UPS shipping fee. The service charge is for fuel surcharges and other miscellaneous UPS charges to TC/A. To avoid this charge, you may specify on your purchase order that the shipment be billed to a UPS account number (advise UPS account number).
For a single order to be shipped by UPS, if more than two (2) boxes are required there will be a \$10.00 Net per box fee added.
2. Collect: The freight company is instructed to invoice the customer (consignee) for freight charges. Verify that collect shipments are approved; general contractors and government installations may not accept collect shipments.
3. Special Instructions: If neither of the above is appropriate, special instructions should be written on the purchase order. The most common example is for the freight company to invoice your company directly (third party billing).

NOTES:

- If nothing is specified on your purchase order, we will automatically ship as freight collect.
 - Requests for TC/American Crane to prepay freight and add to dealer invoice other than UPS will not be accepted.
 - Parcel post shipments require special handling charges, including costs to transport from factory to post office, and normally are not an economical nor practical method for shipping.
4. Special Shipping Information:
 - A. All shipments are carefully inspected and are delivered to the carrier by TC/A in good order. Upon receipt of shipment, caution should be exercised that there is no loss or damage. If damage has occurred, do not accept the shipment until the carrier makes proper notation. In the event of concealed loss or damage, notify the carrier immediately.
 - B. Estimated Freight: The following is a list of common freight commodity classification numbers for typical TC/A shipments. Refer to these classifications when requesting freight estimates from your carrier. They will also need to know the equipment type and size (length, width, height) and weight.



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FREIGHT CLASSIFICATION NUMBERS

TRACTORS, HOIST.....	118900 Class 70
RAIL	120390 Class 55
SWITCHES	168040 Class 50
CURVED RAIL.....	120390 Class 55
CRANES, LIFTS.....	118900 Sub 5 Class 85
TROLLEYS, WHEELS.....	132450 Class 70
JIB CRANES, JIB CRANE FITTINGS, TAGLINE...	119380 Sub 2 Class 65
CLAMPS, HANGERS	166870 Class 50
BOLTS, NUTS, HARDWARE	104520 Sub 2 Class 50
CONDUCTOR BAR.....	61080 Class 77.5
ELECTRIC PARTS.....	63160 Sub 4 Class 70
I-BEAM, STEEL	I/S NOI (Iron, Steel, not otherwise indicated)
CHANNEL, END TRUCKS	104850 Class 50

If TC/American Crane is asked to provide estimated freight charges, this is an estimate only. Due to frequently changing freight rates and fuel surcharges, TC/American cannot be responsible for differences between estimates and actual freight charges at time of shipment.

- 4. Telephone – Notice of Shipment: If you would like TC/American Crane to call before we ship, please state the request on your purchase order. If you would like the trucking company to call before delivery, please state that request on your order. We will make our best effort to see that either or both requests are complied with.

Please be sure to list on your purchase order the name of the individual(s) to contact (not company) and phone number(s) where the person(s) can be reached.

- 5. Customer Pick-Up at TC/American Crane: For shipments designated “Customer Pick-Up,” your purchase order to TC/A must provide a contact name and phone number to advise when the shipment is ready. TC/American will call 48 hours prior to the scheduled shipment date for pick-up arrangements.

Due to limited TC/American Crane storage space for finished goods, customer pick-up orders must be picked up not later than (3) three days after the scheduled shipment date. For any orders not picked up within this time frame, TC/A reserves the right to ship via the best available mode. If the customer is unable to accept delivery, it is the dealer’s responsibility to provide storage.

If transportation of an order from our factory is arranged by the customer, via commercial freight, TC/American will require a “Ship To” address for accounting and tax purposes. If transportation of an order from our factory is provided directly on a customer truck, the “Ship To” address will be considered as the Minnesota city in which our factory is located and from which the shipment was made.



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Important Note: Transportation of an order from our factory that is provided on a customer truck is considered to be a Minnesota sale and is subject to be billed for Minnesota sales tax on the TC/American Crane invoice, unless the dealer or customer has a certificate of exemption from the State of Minnesota. This is to comply with the tax codes of Minnesota, as well as several other states.

6. Requesting Specific Carriers and Special Instructions: Due to the numerous special requirements from many different customers, TC/American Crane cannot standardize shipping procedures for any one account. We will, however, try to follow special shipping instructions on a per job basis as long as the requested information is outlined on each purchase order to TC/American Crane.

If a particular carrier is specified, please list more than (1) one carrier to provide an alternate whenever possible.

7. Shipments Other Than by Truck: Contact your Sales Representative with any requirements for shipment other than by truck, i.e., railroad, air, ocean vessel, etc.
8. Site Contact Person and Phone Number: Contract carriers require a job site phone number and contact person. Please provide this information with your purchase order. If none is available, you will be required to provide the contact.

If a job site name and number are not available, we will use your name and number, and it will be your responsibility to direct the driver as delivery is made.

9. Delayed Shipments: TC/American Crane will work with the dealer and customer to provide an accommodating ship date. Quite often we can adjust production schedules to meet customer needs. However, we have limited storage space for finished goods. Requests for delayed shipment of finished products will be evaluated on a case-by-case basis. When factory storage space is unavailable, and if the customer is unable to accept delivery, it is the dealer's responsibility to provide storage.
10. Final Installation Destination: For tax accounting purposes, TC/A must be advised of the state or country where each shipment of equipment will be installed.



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D. Terms and Conditions of Sale

The following terms and conditions cover apparatus manufactured by **TC/AMERICAN CRANE COMPANY**, hereinafter called the **Company**, and unless otherwise expressly modified in writing, are deemed to be applicable to all sales and purchases to which the Company is a party.

1. (a) **STANDARD GUARANTEE AND WARRANTY.** The Company will repair, at its option, defects in material or workmanship developing within one year of date of shipment from the factory, providing the Company receives immediate written notice of such defects upon their discovery and such claims are substantiated by the Company's inspection department. Correction of such defects by repair, or replacement, F.O.B. the Company's factory, shall constitute fulfillment of this guarantee. The return of all parts submitted for inspection under this guarantee must be authorized by the Company and transportation prepaid by the shipper. The guarantee will not be applicable unless the apparatus has been properly cared for and operated under normal conditions. The Company will not be responsible for damage resulting from improper storage or handling prior to placing the apparatus in service. The Company has no liability for any repairs made outside the Company's factory unless with the prior written consent of the Company.
- (b) **GUARANTEE ON PURCHASED ITEMS.** The guarantee of the Company on purchased items, assemblies or accessories which are installed as a separate unit shall not extend beyond the guarantee made by the manufacturer of the item, assembly or accessory.
- (c) **RATED OUTPUT.** The Company guarantees that its apparatus will successfully deliver its rated output if properly operated and maintained under normal conditions and if any application of such apparatus to the customer's device has been first approved by the Company's engineers. Failure of equipment to deliver proper rating due to normal or abnormal wear on any part or due to operating conditions beyond the Company's knowledge or control shall not be considered as evidence of defective material unless the Company's examination of the worn parts discloses such a defect.
- (d) **VOLTAGE, ETC.** Variation of voltage frequency, etc. under which apparatus will operate successfully will be in accordance with NEMA standards.
2. **LIMITATION OF LIABILITY.** Except for the express warranty above set forth, the Company makes no warranty, expressed or implied, and makes no warranty of fitness for a particular use (notwithstanding any disclosure made to the Company by the purchases). With respect to the application of apparatus to the customer's device, the Company may submit samples and offer recommendations with the understanding that subsequent orders will be filled with apparatus equal to the sample in construction and performance according to the Company's test data. Any recommendations offered by the Company's engineers are to be considered as their best judgment and as matters of opinion, with liability to the Company. Under no circumstances shall the Company be liable for damage to goodwill, loss of profits, indirect, incidental special or consequential damage.
3. **WIRING.** Wiring and apparatus is in accordance with the Company's understanding of the provisions of the National Electrical Code, a standard of the National Board of Fire Underwriters. The Company shall have no responsibility for compliance with local regulations unless notified thereof prior to purchase and unless the Company accepts responsibility therefore in writing.
4. **ACCESSORY APPARATUS.** All accessory electrical apparatus and wiring not customarily included as part of the apparatus sold by the Company shall be furnished and installed up to the point of contact with the Company's apparatus by and at the expense of purchaser and shall conform to the recommendations and requirements of the Company. Hangers, support steel, and sway bracing are to be furnished by the purchaser unless otherwise specified on our quotation.



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5. **DELIVERY.** Unless otherwise specified, all shipments made by the Company are F.O.B. Company's factory and the Company does not make any guarantee as to delivery at destination or failure to make delivery due to causes beyond its reasonable control such as strikes, fires, floods, epidemics, quarantine restrictions, unusually severe weather, freight embargoes, priorities, allocation orders issued by or to the account of the government, acts of God or of the public enemy, war, riot, delays in transportation, car shortages or inability due to causes beyond the Company's reasonable control to obtain necessary labor, materials or manufacturing facilities. Unless otherwise specified, shipments will be made by the cheapest way and, except on small items, this will normally be motor freight.
6. **PRICE LISTS AND QUOTATIONS.** All prices quoted are subject to change without notice. All quotations are made subject to the terms and conditions set forth herein. Prices in bulletins and price sheets are intended only for supplying general information and are not quotations or offers to sell on the part of the Company. Prices quoted are for furnishing and shipping complete or in accordance with delivery schedules specified. Should shipping release or schedules be changed therefrom for any reason beyond the Company's control, the Company reserves the right to bill according to the quantities released. It is agreed and understood that, where the contract contemplated by this quotation requires installment or periodic delivery over a period in excess of three months, the prices quoted may be increased proportionate on the basis of increased material and labor costs in accordance with established pricing formulas. All quoted prices are firm for thirty (30) days from date of quotation unless otherwise specified.
7. **CANCELLATION.** An order which has been accepted by the Company is not subject to cancellation by the purchaser except on terms acceptable to both parties.
8. **ERECTION.** Unless otherwise stated in writing, the apparatus shall be assembled and erected by and at the expense of the purchaser.
9. **CREDIT.** All contracts and orders are subject to credit approval. The Company may at any time alter or suspend credit, refuse shipment or cancel unfilled orders when, in its opinion, the financial condition of the purchaser or status of the account warrants it or when delivery is delayed by fault of the purchaser or status of the account warrants it or the purchaser is delinquent in any payment. The Company shall have a lien on any tooling in its possession as security for any unpaid balances. Our standard terms of payment are Net thirty (30) days with additional down payments on orders over \$150,000 (See Terms of payment section) unless otherwise specified, providing satisfactory credit is established with us prior to shipment.
10. **TAXES.** Sales and use taxes payable by buyer which are now or may hereafter be imposed by any taxing authority are not included in the sales price; if not collected at the time of payment of sales price, purchaser will hold Company harmless. Any direct or excise tax payable by Company which may hereafter be imposed by any taxing authority upon the manufacture, sales or delivery of products, or any increase in rate of any such present tax, shall be added to the sale price, and if not collected at time of payment of sale price, purchaser will hold Company harmless.
11. **PATENTS, ETC. LIABILITY.** On products made in whole or part to your design and/or specifications, you will hold us harmless against any costs, liability or expense in any unfair competition, copyright, trade name or patent litigation whatever, arising out of the manufacture, use or sale of the part quoted herewith.
12. **CLERICAL ERROR.** Typographical errors in quantity, description or price shall not alter or affect the intent or obligations of the parties as otherwise set forth in all documentation relating to specific order.