

## Terms and Conditions

### **Contractor's Responsibility to Review Project Specifications and AES Quote**

Material provided by Alliance Elevator Solutions (AES) is compliant with ASME A17.1 hydraulic and electric traction elevators plus applicable local and building codes. The quote and/or material provided is AES' best interpretation of the elevator specification. However, it is the Independent Elevator Contractor's sole responsibility to ensure AES material adheres to the prints and/or specifications of the specific project. AES is not responsible for material or components missed during the quoting and engineering phases.

AES manufacturing lead time starts upon receipt of all approved signed drawing documents, final engineering review, answers supplied by the customer from the engineering review and receipt of the 10% payment. (e.g. approved submittal drawings, architectural drawings, all questions answered from the Engineering Review, etc.)

AES provides equipment only. Examination, installation, coordination, certificates, permits, testing, maintenance, demonstration, and training to be provided by others.

### **Terms of the Quotation**

This quotation is based on the goods and services named, subject to the conditions noted in the quote as well as Terms and Conditions of Sale provided with this quote. Your firm's issuance of a formal purchase order confirms acceptance of AES Terms and Conditions of Sale as well as the conditions specified in this quote. **To accept this quotation and the terms below, please issue a purchase order including the quote number date and prices for the materials being ordered. By signing this quote, you are agreeing to AES Terms and Conditions.**

This quote is based on the hoistway and cab dimensions noted on this quote which may vary from the requirements of specifications and / or architectural drawings. Some elevator hoistway sizes can be based on the use of patented proprietary machines which allow for a smaller footprint. AES utilizes non-proprietary NEMA standard machines that can be purchased and serviced by any qualified elevator service provider. AES hoistways are based on the use of these machines and traditional wire rope as well as meeting code requirements.

This quotation is based on initial information submitted for quote review. Complete submission and review of job specifications and architectural drawings prior to proceeding will be required and may require the quote to be modified.

This quote is based on the Seismic Zone listed in this quote. If the location of the project will require compliance to a different Seismic Zone than what is indicated on this quote a new quote will be required which may change the price as well as hoistway size requirements.

All dimensions and information are for estimating purposes only and are not intended to be used for construction. Hoistway construction should not commence until AES Shop Drawings have been resubmitted and converted to Final construction drawings.

### **Modernization Packages**

AES will provide our customers with only the specific material requested for your project. The independent elevator contractor is responsible for providing AES with the most accurate specifications and measurements to meet your modernization needs. We will manufacture and

produce your elevator materials per the information provided. AES is not responsible for field errors from approved measurements or specifications.

AES reserves the right to provide multiple shipments or drop shipments at AES' discretion. The independent elevator contractor is to account for freight delivery costs during the quote phase, freight is not included in the quote. Accepting multiple shipments of large items such as rails, counterweight fillers, hoistway material and finishes, as examples, allows AES to offer lower prices in some cases. If the customer elects to set up their own shipment a \$250 handling fee will be applied.

Local taxes, permit fees, etc. are not included.

AES does not accept liquidated or consequential damages.

### **The following Items are NOT INCLUDED in a standard Alliance Elevator Solutions package.**

- Sill Support Angles
- Wall Inserts
- Rail Backing
- Finish Flooring
- Fire Signs
- Pit Ladder
- Power Disconnect Switch
- Smoke Detectors
- Intercom Systems

### **Payment Terms**

Certified check from the business account, ACH or credit cards (3% administrative fee added for credit card purchases) are the only forms of acceptable methods of payment.

Payment terms are Net45, or is due prior to moving to the next phase of the Project, whichever is sooner:

1. 10% of quoted material cost invoice is due before equipment is released into manufacturing. **The project will NOT be released into manufacturing until the 10% invoice is paid in full.**
2. 65% of total material cost invoice is due prior to shipment being scheduled. **The shipment will NOT be scheduled until the invoice is paid in full.**

**NOTE: If NO controller, or a controller that does not require a passcode, is purchased with the package 100% of payment will be required prior to scheduling shipment. Freight will be billed separately.**

3. The project balance invoice is due prior to the passcode being provided. **The controller passcode will NOT be released until the project is paid in full, and all other project related invoices (freight, storage fees, miscellaneous charges, etc.) have been paid in full.**

The above payment terms are applicable for accounts in good standing with AES. AES reserves the right to alter payment terms at any time based on an account's payment history.

In the event the Purchaser fails to pay within terms any amounts due pursuant to this or any other order with AES, AES expressly reserves the right, in its sole discretion, to postpone, temporarily withhold or cancel the delivery of this or any or all other orders to the Purchaser. **If the Purchaser owes a balance past 90 days on any AES project, technical assistance for both Smartrise and Alliance will cease for all projects until the Purchaser's account is made current with**

**AES. Additionally, AES reserves the right to place a mechanic's lien until such time the balance is paid in full.**

*AES will be providing professional services, materials, or equipment for the commercial or new residential project stated above. In the event you or your contractor fail to pay Alliance, we may file a mechanic's lien against the property. A mechanic's lien may be claimed for all professional services (including freight), materials, or equipment furnished on the specific project. Alliance will file a mechanic's lien 90 days past the original invoice due date. This clause is contingent on Alliance furnishing material as quoted and per approved drawings. All fees associated with the lien process will be the responsibility of the customer.*

*AES reserves the right to turn any unpaid amounts over to a collection agency to seek payment, and/or exercise any and all legal and equitable remedies to seek recovery of any monies remaining unpaid. In such circumstances, the Customer shall be responsible for all costs of collection of overdue amounts, including fees paid to collection agencies, all attorneys' fees and costs expended in the collection of an unpaid amount (regardless of whether litigation is initiated and including, but not limited to, costs associated with demand letters and/or payment negotiations), and any court costs and fees.*

*All goods or material remain the property of AES until paid in full. Monies that remain outstanding by the due date will incur a late payment charge of 10% per annum on the outstanding balance until such time as the balance is paid in full.*

*Additionally, if the Independent Contractor who is contracted with AES is removed from the project, or willingly leaves the project, all payment responsibilities will be assumed and be the responsibility of the new Independent Contractor, the General Contractor and/or the Building Owner. A new PO must be provided to Alliance Elevator Solutions by the assuming party for the designated amount in order for the project to continue forward movement in the project lifecycle.*

### **Storage/Change Order Fees**

*Once all equipment has been manufactured and is ready to ship, AES will store your finished goods free of charge for 14 days after notification of equipment being ready to ship. If the 65% invoice is not paid by Terms, Storage Fees of **\$250.00** per week until the invoice is paid will be charged. You can receive an additional 30 days of free storage by paying your 65% invoice in full upon receipt and/or within Terms. If equipment remains on AES premises after the 30 days, additional storage fees may be incurred. After notification that equipment is ready to ship and it remains on AES property longer than 45 days from shipment notification the final invoice will be generated, and the full 100% payment will be required in order to ship the equipment. Freight will, in these cases be billed separately.*

*A **Change Order** fee of **\$250.00** per request will be applied to all invoices when Customer requests a change of any kind to the original agreed-upon elevator package, after the equipment has been released to manufacturing. If AES suppliers require deposits for custom designs, it is the responsibility of the customer to pay said deposit amount in full in order to release the project into manufacturing.*

### **Cancellation Charges**

*If the Preliminary and/or the Final drawings have been created the customer is subject to a cancellation fee that equates to 10% of the total elevator package.*

*If the elevator package has been Released to Manufacturing or has been fully manufactured and is*

*cancelled the customer is subject to a cancellation fee that equates to 100% of the total elevator package and any additional supplier costs incurred by AES.*

*If the Independent Contractor who is contracted with Alliance Elevator Solutions is removed from the project, or willingly leaves the project, all payment responsibilities will be assumed and be the responsibility of the new Independent Contractor, the General Contractor and/or the Building Owner. A new PO must be provided to Alliance Elevator Solutions by the assuming party for the designated amount in order for the project to continue forward movement in the project lifecycle.*

## **Warranty**

*Alliance Elevator Solutions (AES) Equipment Warranty: All major equipment components and equipment manufactured by AES and/or AES' suppliers are warranted to the original purchaser to be free from defects for a period of two (2) years from date of final invoice, or date of material ready to ship notification, whichever is relevant, per AES records. The sole and exclusive obligation of AES is limited to the repair or replacement of components and equipment, upon inspection, and as determined by AES in its sole discretion. This Warranty does not cover any damage due to misuse, abuse, neglect, accident, vandalism, wear and tear, improper installation, or shipping damage. Serviceable items are not included in this Warranty.*

*AES is not responsible and will not pay for any labor charges damage incurred during installation; damages incurred to other related parts, injuries, loss of income, incidental or consequential damages; or any loss whatsoever connected there with.*

*If AES has purchased the part from an identified manufacturer and resold it to the purchaser, the manufacturer's original warranty will apply with regards to the actual components covered.*

**THIS WARRANTY IS THE ONLY WARRANTY MADE BY AES AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.**