

Terms and Conditions

TERMS AND CONDITIONS

PUTZMEISTER AMERICA, INC. - NEW ESA TERMS AND CONDITIONS

1. Payment/Security/Insurance/Default: Unless otherwise agreed in writing, payment shall be 10% upon the signing of this ESA and the remainder prior to delivery. If credit is extended, Seller shall have title to, and have a security interest in, the equipment until Buyer has made all payments and Buyer agrees to the filing of a UCC-1 form to protect Seller's interest. Buyer shall maintain all risk insurance coverage for the equipment with Seller as loss payee and furnish Seller with a certificate of coverage. Buyer agrees not to use the equipment if in default on any payment and stipulates to a Court Order specifically enforcing this term, without limitation of Putzmeister's other remedies. One and one half percent per month or the highest allowable rate of interest, whichever is less, shall be due on late amounts.

2. Terms of this contract are Ex Works. Delivery occurs when the ordered equipment is complete and ready for shipment. At that point, buyer agrees to take title and all associated risks of ownership. If the equipment remains on seller premises, seller will apply reasonable custodial care. Such care does not constitute any additional performance obligation on the seller's part.

3. Taxes: Any applicable sales/use/excise taxes are additional and will be paid by Buyer.

4. Warranty: Putzmeister warrants that new machines will be free of defects in workmanship and materials under normal use and service for the below stated months or hours (whichever occurs first) after initial delivery:

- Concrete Pumps (except VS and City Pumps), Boom Pumps (BSF), Large Line Trailer Pumps (BSA), MX (Placing Booms), Telebelts: 12 months or 2,200 hours
- Thom-Katts, VS Series and City Pumps: 12 months or 1,100 hours
- Mortar Machines: 12 months

This Warranty is void if the machine is subject to misuse, accident, and/or has not been maintained in accordance with the instructions and recommendations stated in the Putzmeister Manual.

Exclusion from Warranty of trucks and outside purchased components: Putzmeister makes no Warranty with respect to trucks, trade accessories, or outside purchased components, such being subject to the warranties of their respective manufacturers. Putzmeister makes no warranty to damages related to the use of non-OEM parts.

"Pro-Vantage Warranty Program for Major Components of BSF model concrete boom pumps and Telebelts: After the first 12 months or 2,200 hours, whichever occurs first, the Warranty on major components will continue for an additional 24 months or 4,400 hours, whichever occurs first. This will result in warranty coverage on major components for a total of 36 months or 6,600 hours, whichever occurs first. Major components include booms (provided annual inspections have been documented to Putzmeister); hydraulic pumps (main, boom); hydraulic valves; hydraulic cylinders (drive, boom); hydraulic motors (agitator, water pump,); and planetary reduction and transfer gear boxes."

Purchased Parts are warranted for 90 days after Delivery.

Limitation of Warranty Obligation: Putzmeister's obligation under this Warranty is limited to the repair or replacement at its factory of any defective parts returned by Buyer. This Warranty does not cover: (1) Replacement of parts due to normal wear (pipe, hose, elbows, concrete cylinders, valve mechanisms, etc.); (2) Damages resulting from misuse, abuse, neglect, lack of proper maintenance, accident, faulty repair, or alterations; (3) Transportation costs; (4) The costs of removal or remounting. Buyer's exclusive remedy against Seller shall be for the cost of warranty repairs or (if appropriate) for rescission. THIS EXPRESS WARRANTY IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY. IN NO EVENT SHALL PUTZMEISTER BE LIABLE FOR GENERAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM DELAY IN DELIVERY, LOSS OF USE, PARTS FAILURE, OR OTHER CAUSE.

5. Lettering and potential graphic designs must be received prior to the start of unit production.

6. Buyer will pick up the unit within 14 days after receipt of a notice of completion. After 14 days, reasonable storage charges will apply. After 30 days, a \$250 re-inspection charge will apply.

7. If the Buyer should cancel the order, Buyer agrees loss of deposit and agrees to pay costs incurred by Putzmeister America including but not limited to manufacturing, paint, graphics and administrative processing costs.

8. Delays: Seller will do its best to meet the stated delivery date, but in no event shall it be liable for any damages resulting from delay in delivery.

9. Parts Purchases: These Terms and Conditions also apply to any future purchases by Buyer of parts from Seller.

10. Disputes: Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration before the American Arbitration Association in Milwaukee, Wisconsin. This term shall not preclude legal action by Seller to enforce security rights and take possession of equipment or to prevent its use after default in payment. In any arbitration or litigation, the prevailing party shall be entitled to recover its reasonable attorney's fees. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE AND THIS ARBITRATION AGREEMENT WILL BE INTERPRETED AND ENFORCED ACCORDING TO THE FEDERAL ARBITRATION ACT.

11. Entire Agreement: All prior representations and proposals, if any, are superseded by and merged into this Agreement which constitutes the entire agreement between the parties. Any change must be in writing signed by the party to be charged.

12. Compliance Clause: The purchaser undertakes that it and its partners, managing directors, supervisory and advisory boards, employees and other representatives comply with legal regulations and in particular shall act preventatively against any kind of criminal or reprehensible misconduct in the course of its business operations in the context of this contract.