

Hoist and Crane Terms and Conditions

This document outlines the expectations, responsibilities and procedures governing the sale, delivery, and installation of hoist and crane systems provided by Riekes Equipment, Inc. ("Riekes"). Our goal is to ensure a smooth, transparent process and a shared understanding of each party's obligations.

Riekes refers to Riekes Equipment Inc.

Installer refers to Riekes ~~Equipment~~ or any authorized subcontractor performing installation services.

Customer refers to the business entity purchasing and receiving the equipment and services outlined in the associated quote.

1. ~~Order.~~ Order Acceptance & Quotes

All orders for equipment manufactured or supplied by Riekes ~~Equipment~~ shall be subject to these conditions of sale. An order by the Customer shall constitute an acceptance of these terms and conditions of sale.

Price quotes are subject to change without notice and expire thirty days from the quoted date. No price quote is effective unless signed by an authorized associate of Riekes ~~Equipment~~. No modification or additional condition either written or oral will be binding upon unless agreed to in writing and signed by an authorized associate both of Riekes ~~Equipment~~ and the Customer.

Changes in speeds, controls, voltages, or lift heights after order entry may incur additional charges or cause delays in shipment from the component manufacturers.

Signed & dated drawings and an executed quote are required from the customer before any manufacturing or installation scheduling commences.

2. Payment Terms

Unless otherwise specified, full payment of the total amount indicated in the Order shall be made by the date of delivery. In the event the Customer defaults on the agreed payment schedule, Riekes ~~Equipment~~ shall be freed of any warranty obligations to the Customer. Any invoices paid with a credit card are subject to a processing fee.

3. Delivery, Storage & Risk of Loss

All products are shipped Freight F.O.B. Factory. Title and risk of loss transfer to the Customer upon delivery to the carrier.

In case shipments are delayed by the Customer, payment shall become due at the time when Riekes ~~Equipment~~ is prepared to make shipment. The Customer shall be held accountable for any additional costs incurred by such a delay including storage fees.

4. Pricing and Taxes

Pricing is based on acceptance of the full quoted order. Changes may result in repricing. Sales tax is not included in quoted pricing unless otherwise specified. The Customer is responsible for all applicable taxes and surcharges. Riekes is not liable for interest, penalties, or other costs related to unpaid or miscalculated taxes.

Customer signatures, purchase orders, or written confirmation by email or fax serve as agreement to these terms. No verbal commitments or assurances from any representative of Riekes are binding unless confirmed in writing.

5. Site Conditions & Requirements

Riekes is not responsible for code compliance or permit acquisition; these remain the sole responsibility of the Customer.

The Customer is responsible for ensuring the installation site meets the following conditions prior to the Installer's arrival:

- Installation and unloading areas must be clear of obstructions and free of debris.

- The slab must be fully poured, cured, and sealed. Layout will not begin until this is complete. The structure will rely on the slab/footings/existing columns or haunches to resist all vertical, lateral and longitudinal loadings exerted on to it by the proposed crane system. It will be the responsibility of the customer to determine if the slab/foundation is adequate to support the loads of the new crane.
- ~~Our~~ The Riekes proposal has not considered any seismic loadings. If, after engineering, seismic loadings are required there may be additional costs.
- Sufficient lighting, ventilation, and heating/cooling must be provided. Temperatures must remain between 50°F and 90°F during installation.
- 115V electrical power must be accessible within 150 feet of the work area.
- Any underground hazards such as pipes, rebar, floor heating or wiring must be clearly identified by the Customer prior to work commencing.
- If runways, haunches or rail is to be in place prior to installation; it must be correctly aligned and leveled +/- 1/4". If footings are in place they must be on grade with each other and anchor bolts must be correctly placed +/- 1/16" with 6" extended above grade. Installation of columns is directly to floor unless otherwise specified.

6. Installation & Equipment Access

Installation will proceed during standard business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., unless otherwise arranged. Work must be allowed to progress continuously and without interruption.

- Dedicated forklifts and manlifts must be provided by the Customer and made available for use of the Installers throughout installation. The Customer understands that if such equipment needs provided by Riekes, additional charges will apply. For safety and liability reasons, Riekes-supplied equipment may not be used by other contractors.
- Riekes will remove its own installation debris and deposit it into on-site trash containers provided by the Customer.
- Any delays due to site inaccessibility, improper preparation, or third-party interference may result in additional time-and-materials charges.
- Surface damage to asphalt, concrete, or gravel may occur due to heavy equipment. Riekes will take precautions but is not responsible for repair or restoration of these surfaces.
- Riekes Equipment is not liable under warranty for damages caused by improper installation or use of the equipment or for lifting loads above the rated capacity.

7. Power & Commissioning

A functional electrical disconnect and proper power to the runway electrification must be available at the time of installation completion. A system startup test will be performed upon completion, provided power is available. If power is not available, Riekes will not be held responsible for incomplete commissioning.

Load testing is not included unless explicitly stated in the price quote.

If bridge crane, hoist or trolley is equipped with a variable frequency drive, the settings will be preset to factory defaults. Changes to settings after initial installation will be subject to additional charges (unless otherwise specified).

If the crane or hoist system is not powered up within one year of shipment, a system startup procedure must be performed. Contact Riekes for guidance.

8. Equipment Availability & Scheduling

All products are subject to manufacturer's availability. Lead times are based on best estimates and may change. If Riekes cancels any portion of an order, any prepaid amounts for that portion will be refunded. Riekes reserves the right to suspend shipments if the Customer has outstanding invoices or is in breach of agreement terms.

9. Warranty Coverage

Equipment manufactured or provided by Riekes is warranted to be free from defects in materials and workmanship for a period of one (1) year from the shipment date. Equipment integrated from third-party manufacturers is subject to the original manufacturer's warranty.

This warranty does not extend to consumable or wear components such as wire rope guides or load chains. Warranty coverage excludes issues arising from improper use, modification, installation by others, or external events beyond Riekes' control.

10. Order Cancellation

Customer acknowledges and agrees that this is a non-cancellable transaction. A Customer signature or purchase order signifies acceptance of the details of this quote along with our terms of sale.

11. Binding Effect

This Agreement shall be binding upon each of the parties hereto and each of their respective heirs, administrators, executors, personal representatives and permitted successors and assigns. Except to the extent prohibited by law, no third party shall be the beneficiary to any of the rights or obligations hereunder (including but not limited to, warranty obligations).

12. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the ~~courts~~ District Court of Douglas County, Nebraska, without regard to its choice of law provisions. In the event of litigation or other proceedings by Riekes to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by Riekes, including but not limited to, reasonable attorney fees.

13. Force Majeure

Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, unavailability or shortages of materials, delivery delays or any other occurrence beyond its reasonable control.