



ATTCO, Inc. DBA Syclone ATTCO Service
Mailing: P.O. Box 458, Emmett, ID 83617
Corporate Office: 8395 W. Idaho Blvd, Letha, ID 83636
Tel: (208) 365-5770 Fax: (208) 365-5771
Website: www.skyhookmfr.com

Terms & Conditions

Buying and Selling:

NOTICE: Sale of any Product is expressly conditioned on Buyer's acceptance of these Terms and Conditions (these Terms and Conditions may also be hereinafter referred to as "Contract" or "Agreement."). Any acceptance of Seller's (henceforth referred to as ATTCO Inc., Syclone ATTCO Service, or Seller) offer is expressly limited to acceptance of these Terms and Conditions. Seller expressly objects to and rejects any additional or different terms proposed by Buyer. No Buyer form shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase products or receive services shall constitute Buyer's acceptance of all of these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire ten (10) days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance via purchase order/prepayment.

Methods of Payment:

We accept cash, company checks, EFT/wire transfer, Visa, MasterCard, American Express and Discover. Terms for international orders are prepayment via wire transfer.

New Accounts:

Payment terms until an order history is established for your company will be credit card or prepayment via company check / EFT. We will proceed with checking your credit for future orders once an order history is established for your company. Net 30 terms accounts are only set up for businesses that are placing orders on a regular basis. Seller requires a minimum of \$25,000.00 in orders over the previous 12 months to qualify for credit review. To set up a new account, please call us for a credit application. Please supply references as indicated, and allow at least five business days for a credit check.

Cancellation:

This agreement is not subject to cancellation without Seller's express written consent. All custom or modified Seller items are considered to be non-cancelable and non-returnable after the order for such items has been submitted. No returns of special, custom, or made-to order Products will be permitted. Seller shall be entitled to payment for any work or expenses incurred as a condition to the Seller's consent to any cancellation.

Set-up Charges:

A non-recurring set-up charge may be imposed by Seller for any special tooling, including without limitation, dies, fixtures, molds and patterns acquired to manufacture items sold subsequent to this contract. Such special tooling shall be and remain Seller's property notwithstanding payment of any charges therefore by Buyer unless otherwise agreed to on the face hereof. Payment of charges in connection with tooling or apparatus does not constitute ownership of same and buyer expressly waives and releases any claim of ownership. Seller agrees to provide notice of set-up charges in connection with this contract and Buyer agrees to pay the same upon receipt of Seller's invoice in accordance with the Payment Terms set forth herein. Seller shall have the right to alter, discard or otherwise dispose of any special tooling or other property at its sole discretion at any time.

Reservation of Security Interest:

It is agreed that possession of the goods sold under this contract shall be given to the Buyer even though in some instances, payment is not given at the time of delivery. Seller may ship the goods sold under this contract "under reservation". Buyer hereby grants to seller a security interest in the goods specified herein until all amounts due or payable under this agreement have been paid in full without offset or deduction.

Warranty of Title:

Seller warrants it has title to the goods and that they are not subject to any security interest, lien or other encumbrance, except a security interest in favor of Seller for any unpaid balance of the purchase price stated herein.

Warranty against Infringement:

Seller warrants that the goods will be delivered free of the rightful claim of any third person by way of infringement. If Buyer has furnished any specifications, plans, details, samples or ideas to Seller, Buyer agrees to hold Seller harmless against any claims by way of infringement or the like that arise out of compliance with the specifications.

Limited Warranty:

Syclone ATTCO Service warrants that all products are free from manufacturing and material defects for a period of 2 years from the date of shipment. A defective product will be returned at the customer's expense for repair/replacement under terms of the factory warranty. This warranty is limited to the terms of the original factory warranty and applies to parts only. Labor charges and shipping charges (inbound and outbound) may be applied to the customer at the manufacturer's discretion. It is incumbent upon the customer to use the product only for the specific use intended by the manufacturer. The use of product outside the specific use intended by the manufacturer will void the manufacturer's warranty. Syclone ATTCO Service warrants that the product shall be free from defects in material and workmanship for a period of two (2) years from the date of shipment. Parts found to be defective in material and workmanship by Syclone ATTCO Service during the warranty period shall be replaced or repaired at Syclone ATTCO Service sole option. Under no circumstance shall the liability of Syclone ATTCO Service exceed the amount paid by purchaser for the particular product involved. All special, incidental, and consequential damages are excluded.

Sky Hook products require periodic maintenance. Failure to overserve this maintenance may be cause for termination of the parts warranty. Warranties do not apply to items that are subject to wear and tear such as the (but not limited to) Chain/Cable, Brake Clutch Assembly, and Nose Roller. All Sky Hook lifting devices need maintenance and must be maintained on a regular basis as outlined, but not limited to the details outlined in our Owner's Manual. If a Sky Hook is shipped without a physical copy of the owner's manual, it will be the responsibility of the customer to reach out to Syclone ATTCO Service to obtain a copy of the applicable owner's manual. It is the responsibility of the customer to use the Sky Hook lifting device in conformance with the use intended or the factory warranty will be voided. Intended use to be determined by Syclone ATTCO Service. Any components found by Syclone ATTCO Service to be modified, altered, misused, abused, improperly installed or maintained, or neglected will void the Syclone ATTCO Service warranty.

This warranty is made in lieu of all other warranties, expressed or implied, including any implied warranties regarding merchantability or fitness for a particular purpose. No one is authorized to make any warranty on behalf of Syclone ATTCO Service except as stated herein. Except as provided in this statement of the Syclone ATTCO Service Warranty, the Company shall have no liability or responsibility to purchaser or any other person or entity with respect to any liability, loss or damage caused or alleged to be caused directly or indirectly by the product.

Returns:

Seller's goods are not subject to return without Seller's express written advance permission. All returns must be accompanied by a return authorization number and a copy of your invoice or packing slip. Any freight, transportation, packing, loading or unloading costs related to returns are the sole responsibility of the Buyer. Special order merchandise, custom merchandise, or merchandise held over 30 days cannot be returned unless defective. We reserve the right to determine if the purchaser has abused the item in question. If it cannot be returned to stock, no credit will be given. All Merchandise is subject to a minimum 25% restocking fee and must be returned in good shape in its original packaging. Etched, marked, or otherwise altered products cannot be returned for credit. Additional costs will be incurred if Sky Hook products must be restored to original and resalable condition. These additional costs will be calculated at Syclone ATTCO Service's discretion based off the time, material and labor required to restore such an item.

Damage Claims:

Claims must be made within 3 days after receipt of merchandise. Any claims must be submitted with photographs and a detailed explanation of the damage. For prompt service, please refer to our shipper or invoice number. Damage incurred on the exterior of the package must be claimed through the commercial carrier.

Damage Occurring With Buyer's Requested Freight Company (Collect Shipments):

Should the buyer's order arrive damaged while shipping collect under their requested collect carrier, it will be up to the buyer to go through the damage claim process with their chosen carrier. Should a replacement unit need to be issued immediately, it will be done so at the Buyer's full expense and compensation must be pursued from the Buyer's chosen freight carrier.

Prices:

We do our best to offer the lowest prices for quality products. All prices subject to change without notice. Typographic errors are subject to correction. Any price quotation by Seller shall be binding only if made in writing by seller. All such quotations shall be valid for a 10-day duration. After quote expiration, it shall be up to the Buyer/Customer to obtain an updated quote prior to submitting an order.

Delivery:

All items are shipped F.O.B. Letha, Idaho, USA unless otherwise noted. Shipments are normally delivered via UPS. Shipments that cannot be delivered by UPS will be delivered best way via a regional freight carrier unless otherwise specified by the customer. Inco Terms: EXW (Ex Works) unless otherwise stated.

Net Payment Terms:

Terms of payment are Net 30 days from invoice/ship date (for accounts set up on net terms) or 1%-10 days, 30 days net from invoice/ship date (for accounts approved with a 1% discount). Discount is based on "Invoice/Ship Date" and will only be applied when payment is postmarked within 10 days of the invoice/ship date. Resale accounts net (pending credit approval). Due to normal order processing costs, the minimum order for charge sales is \$20.00. There is no minimum for cash sales. All sums due hereunder are payable in US dollars via cash, cashier's check, wire transfer or other certified funds to Syclone ATTCO Service. The purchase price is payable without offset or deduction of any nature unless specified by Syclone ATTCO Service. If Buyer disputes any invoice or portion thereof, it shall notify Seller in writing within ten (10) days of receipt of said invoice, detail the reason for the dispute, and pay all undisputed amounts. All charges not timely disputed in writing shall be deemed to be undisputed and shall be due and payable as set forth above.

Interest On Unpaid Balances:

Any invoice not paid by the 31st day from invoice date will be subject to an interest charge of 18% per annum.

Delivery Times:

Seller's Proposed delivery times are estimates only. Actual delivery and production times may vary due to reasons outside the seller's control and do not constitute a breach by seller unless a delay is unreasonable. Syclone ATTCO Service will be solely responsible for determining what is to be considered unreasonable in these rare circumstances. Production and delivery schedules shall be extended if technical or commercial issues remain unresolved, if a payment is not timely received by seller in full, due to actives of God or forces of nature, or if the event of circumstances is beyond the control of the seller. Delivery dates on orders are unable to be pulled in to an earlier ship date or pushed out to a later ship date unless approved by Syclone ATTCO Service in writing.

Technical Support:

Seller's products will be accompanied by operating instructions. Unless Sellers' proposal expressly includes Seller's assistance with installation, in writing, set up or other technical or design issues, those services will be provided only at additional charge to be determined by Seller prior to the time such assistance is rendered.

Indemnification:

Buyer shall be responsible for all goods and materials upon risk of loss passing from Seller and Buyer shall be liable for all claims, losses, costs, expenses, and other damages resulting from or arising out of the acts or omissions of Buyer and relating to the goods or materials. Buyer expressly agrees to and shall indemnify and hold Seller harmless from any and all claims, damages, loss, costs, liability, expense, and attorneys' fees arising from the acts or omissions of Buyer. Further Buyer shall indemnify, defend, and hold Seller harmless from and against any and all claims, losses, expenses, attorneys' fees, and other damages resulting from or arising out of any failure of Buyer or Buyer's employees, agents, and subcontractors (other than Seller) to comply with any of the Terms and Conditions set forth in this agreement or any applicable governmental regulations and/or statutes.

Adequate Assurance:

Seller reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to Seller in the event of: Buyer's insolvency, Buyer's filing of a voluntary petition in bankruptcy, the appointment of a receiver or trustee for Buyer, or the execution by Buyer of an assignment for the benefit of creditors. Seller reserves its right to suspend its performance until payment or adequate assurance of performance is received and also reserves its right to cancel Buyer's credit at any time for any reason.

Merger:

This writing is intended by the parties as a final expression of their agreement concerning matters contained herein, and is also intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the Parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. This agreement can be modified only in writing signed by both Parties.

Confidential Information:

All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Contract is confidential property of Seller. It is solely for the use of performing this Contract and may not be used, disclosed, or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents, Confidential Information, and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: in the public domain, known to Buyer at the time of disclosure, or rightfully obtained by Buyer on a non-confidential basis from a third party.

Intellectual Property Rights:

In the absence of written agreement to the contrary, Seller holds the copyrights and all rights of (industrial) property to the offers it has made and the designs, images, drawings (test) models, software, templates and other goods that it has issued.

Hazardous Activities:

Unless specifically agreed to in writing by an authorized officer of Seller, Products shall not be used in connection with any hazardous activity where the failure of a single component could cause substantial harm to persons or property. If so used, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all causes of action, claims, damages, costs, attorneys' fees, liabilities, and losses that arise from or relate to the use of Products in such facilities, applications, or activities.

Limitation of Warranty:

There are no warranties (expressed or implied) that extend beyond the description on the face of this contract except as expressly provided in the written warranty issued by the sellers. Seller expressly disclaims any implied warranties. It is specifically agreed that the goods sold under this contract are sold without any warranty of merchantability. Buyer affirms that buyer has not relied on sellers' skill or judgement to select or furnish goods for any particular purpose, and this sale is made without any warranty by seller that the goods are suitable for any particular purpose.

Force Majeure:

Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Adjustment and Adjudication of Disputes:

Any dispute concerning the interpretation or enforcement of this Agreement; arising in any way from this agreement; or pertaining in any way to the goods to be sold hereunder; shall be heard, tried and determined the District Court of Gem County, Idaho. Buyer and Seller agree this agreement shall be deemed made and to be performed at Seller's place of business in Letha, Idaho, USA. This agreement shall be constructed, interpreted, and enforced in accordance with the laws of the State of Idaho.

Collection Costs and Attorneys' Fees:

In the event Seller Commences any action to collect any sums due from buyer or to enforce any terms of this agreement, Buyer agrees to pay all legal fees, collection costs or other expenses incurred in such actions, whether or not a lawsuit is filed and whether or not such a suit is prosecuted by judgement. Buyer also agrees to pay any legal fees, costs or expenses incurred in enforcing any judgement or award against Buyer.

Amendment and Modification:

These Terms and Conditions may only be amended or modified in a writing which specifically states that it amends these Terms and Conditions and is signed by an authorized representative of each party.

Waiver:

No waiver by Seller of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Severability:

If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

Complete Agreement:

These Terms and Conditions constitute the entire agreement between Buyer and Seller relating to the subject matter hereof, and supersede all prior and contemporaneous discussions, understandings, and agreements related to the subject matter hereof.