

STANDARD SALE TERMS AND CONDITIONS

These Standard Sale Terms and Conditions apply to all Equipment, accessories, and attachments (collectively, "Equipment") owned by Creative Equipment Solutions, L.L.C. ("CES") and being sold to hereto referred to as Buyer. **Buyer acknowledges and agrees that they, and any person to whom they allow to use the Equipment, are familiar with the proper use and operation of the Equipment and assume full responsibility for the proper use and handling of the Equipment.** Buyer agrees to indemnify, defend, and hold CES harmless from any and all claims, damages, losses, or liabilities arising from misuse, negligence, or improper operation of the Equipment by Buyer or any party to whom Buyer allows to utilize the Equipment.

Powerline Proximity Notice and Liability Waiver – The Buyer acknowledges that operating machinery within a specified distance of powerlines poses a significant risk of electrical hazard, property damage, personal injury, or death. The Buyer is solely responsible for identifying, marking, and ensuring the visibility of powerlines and other utility structures within the work area prior to the commencement of any services. It is the Buyer's responsibility to verify that all work areas are free of obstructions that may pose a hazard due to the proximity of powerlines. The Buyer agrees to waive, release, and discharge CES from any and all claims, liabilities, damages, or expenses arising out of or in connection with machinery operations near powerlines. CES shall not be liable for any loss, injury, death, or damage caused by or resulting from electrical hazards due to powerline proximity.

Governing Law – All transactions are governed by the laws of the State of Arizona, without regard to its conflict of law provisions. Any disputes arising out of or related to these terms shall be subject to the exclusive jurisdiction of the courts located in Arizona.

Warranties – All Equipment sold by CES is subject to the warranties provided by Platform Baskets and Tracked Lifts, LLC unless otherwise explicitly stated on the invoice. No additional warranties, express or implied, are provided by CES unless expressly stated in writing. The Buyer is responsible for familiarizing themselves with the terms of the Platform Baskets and Tracked Lifts warranty.

Indemnification – The Buyer agrees to indemnify, defend, and hold harmless CES, its affiliates, officers, directors, employees, agents, and assigns from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to the Buyer's use, operation, maintenance, or resale of the Equipment purchased from CES, including but not limited to any claims for business interruption, personal injury, death, loss of income, property damage, or other liabilities, regardless of cause or origin

Risk of Loss – Risk of loss for the Equipment passes to the Buyer upon delivery of the Equipment to the Buyer or the Buyer's designated carrier, whichever occurs first. CES shall not be responsible for any loss, damage, or destruction of Equipment after delivery as defined as follows: Delivery shall be deemed complete when the equipment is (i) transferred to the possession of the Buyer or Buyer's authorized agent at the Seller's designated location, or (ii) released to the Buyer's designated carrier for transportation from the Seller's premises. Delivery may occur even if the Buyer is not present at the time of transfer to the carrier or at the delivery location.

Limitation of Liability – In no event shall CES be liable to the Buyer for any special, indirect, incidental, or consequential damages arising out of or related to the sale, delivery, or use of the Equipment, including but not limited to lost profits, lost business opportunities, or damage to goodwill, whether arising under contract, tort, strict liability, or any other legal theory. The total liability of CES for any claim, whether in contract, tort, or otherwise, shall not exceed the amount paid by the Buyer for the Equipment.

Payment Terms – If CES has granted credit to the Buyer, payment in full is due within 30 days of the invoice date. Payments not received by the due date are subject to a late fee of 1.5% per month or the maximum rate permitted by law, whichever is greater. In the event of non-payment, CES reserves the right to pursue all available remedies, including but not limited to repossession of the Equipment and legal action for recovery of the unpaid balance, plus any associated legal fees and costs.

Taxes and Fees – Unless otherwise specified, all prices listed are exclusive of sales tax, use tax, excise tax, or any other similar tax or fee imposed by any governmental authority. The Buyer is responsible for the payment of all such taxes and fees.

Amendments and Modifications – Any modifications to these terms and conditions must be agreed upon in writing by both parties. Changes to Equipment specifications or purchase terms may result in an adjustment to the price, and any such changes must be documented in a revised quote or purchase order.

Privacy Policy – By using the website of CES or providing any information (including personal and company details), you consent to the collection and use of such information by CES and its affiliates for legitimate business purposes. This may include communication regarding sales, services, and updates. The information may be accessed and used to support business operations, enhance customer experience, and for other lawful purposes.

Sale of Equipment – Unless otherwise stated as new, all items are sold "as-is, where-is," with no warranties, express or implied. The Buyer assumes all responsibility for the condition, operation, and fitness of the Equipment for any particular purpose.

GPS and Software Use – Some machines may be equipped with GPS or other tracking software that transmits information to the manufacturer. Such data may be used by the manufacturer or CES for legitimate business reasons, including maintenance support and performance tracking.

Assignment of Rights – The purchaser may not assign or transfer any rights under this agreement without the prior written consent of CES. Any unauthorized assignment is null and void.

Compliance with Laws – The purchaser is responsible for compliance with all applicable usage and transportation laws related to the Equipment. The purchaser agrees to indemnify and hold CES harmless from any claims, liabilities, or penalties arising from improper use or transportation of the Equipment.