

Standard Terms & Conditions *(continued)*

Equipment Use and Safety Equipment. Customer acknowledges that using or possessing the equipment may expose Customer and other individuals to risks of damage to property, loss of property, serious injury, disability and death. Customer agrees to handle and use the equipment in a safe and proper manner in conformity with all laws and ordinances, including Federal and State standards and in accordance with the SIA Code of Safe Practices and Spider Operator's Manual. Copies of the Code of Safe Practices and Spider Operator's manual will be provided by Spider upon request by Customer. Should the equipment or any part thereof become unsafe, in a state of disrepair, or not in good operating condition, Customer shall immediately notify Spider and cease all operation of the equipment. Customer is not authorized to make repairs to equipment. Spider shall have no responsibility, direction, or control over the manner of Customer's use or operation of equipment, unless expressly provided herein. Customer acknowledges that it will require all operators of the equipment to use applicable fall protection and all other safety equipment required for the safe operation of the equipment, and that the equipment will only be used by competent and duly trained and qualified employees of Customer. Customer shall allow Spider free access to the equipment in the possession of Customer for the purpose of inspection or service, and observing its actual use or operation.

No Warranty. SPIDER DISCLAIMS AND EXCLUDES ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY FOR DESIGN, CONDITION, CAPACITY, DURABILITY, QUALITY, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

Severability. The provisions of this Agreement shall be severable so that any invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions. This Agreement shall be governed by and construed in accordance with the laws of the state where the equipment is rented.

Hoist Warranty

Spider, a division of SafeWorks, LLC warrants all parts manufactured by it and sold under this agreement to be free from defects in materials and workmanship for a period of TWO YEARS from the date of shipment. Accessories or equipment furnished by Spider but manufactured by others carry the warranty conveyed by the manufacturer to Spider, providing such warranty is transferable.

This warranty does not cover normal wear and tear, consumable items, or part failures caused by accident, abuse or failure to follow Spider's recommended operation and maintenance procedures.

Labor is the responsibility and expense of the Buyer, except if the hoist is returned to the factory freight prepaid and Spider has established the part(s) to be defective. The liability of Spider under this warranty is limited, at Spider's sole option, to repair or replace with equivalent parts. **No other warranties are expressed or implied, and in no event shall Spider be liable for delay caused by defects, for consequential damages, or for any charges or expenses of any nature incurred without its written consent.**

This warranty is conditioned upon (a) Spider being notified in writing by Buyer within one month after discovery of defects; (b) the return of defective articles to Spider, transportation charges prepaid by Buyer; and (c) Spider's examination of such article disclosing to its satisfaction that such defects were not caused by negligence, misuse, improper maintenance, improper installation, accident, or unauthorized repair or alteration. The original warranty period of any article that has been repaired or replaced by Spider shall not thereby be extended.