



Niftylift Inc, 1525 S. Buncombe Road, Greer, SC 29651, Tel: 864 968 8881 Fax: 8836

To: From: Brian Helms  
Company Date :  
Fax No: Pages:

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**Dear**

**Your new Niftylift is ready to be shipped.**

**However, it is Niftylift Inc. company policy, that before we can arrange shipment we need all of the following.**

- Sign the attached order acknowledgement. (for every new machine)
- Sign the terms and conditions of sale (one time only)
- Complete and sign the Credit Account Information (one time only)
- Send the latest copy of your resale/tax exempt certificate.  
(without this you will be charged sales tax).

As changes cannot be made after the machine has shipped (invoiced), please check the information on the order acknowledgement carefully. If there are any discrepancies from your original order details or you have any questions you can call me on 864-339-9557.

**Thank you for your order; we greatly appreciate your business**

Kind regards,

***Brian Helms***

Sales Administrator



Niftylift Inc. 1525 S. Buncombe Road, Greer, SC 29651. Tel: 864-968-8881 Fax: 864-968-8836

TERMS AND CONDITIONS OF SALE

These Terms & Conditions apply to this and all future purchases.

The following Terms and Conditions of Sale and any additional terms specified on the reverse side hereof or attached hereto and approved by Seller, shall exclusively govern the sale of Niftylift Hydraulic Work Platforms and component parts (collectively, "Products").

- 1. TERMS OF SALE: These Terms and Conditions of Sale exclusively govern all sales of Products by Seller to Buyer and constitute a binding contract between Buyer and Seller on the terms reflected herein.
2. PRICE: The price for the Products is specified on the reverse side of this Invoice. The price of the Products does not include freight, unless specified on the reverse side hereof, insurance, or sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority.
3. PACKAGING: Seller shall properly package the Products for shipment. Each shipment shall be clearly labeled to indicate the applicable Purchase Order number(s) and part number(s). A packing slip shall accompany each shipment. Products may be picked-up by Buyer or its agent at Seller's South Carolina facility, or shipped directly to Buyer via a third party shipping agent.
4. SHIPPING: For those Products being shipped to Buyer, and at Buyer's sole cost and expense, Seller shall make appropriate arrangements with a third party shipping agent to insure and deliver the Products to Buyer at its designated location. Seller shall make reasonable efforts to ensure timely delivery of the Products, but does not guarantee a specific delivery date and shall not be liable to Buyer in any regard for any delay in delivery.
5. PAYMENTS: Payments shall be made to Seller in U.S. dollars in accordance with the terms stated on the reverse side hereof. Full payments or installments not received when due shall bear interest at the maximum rate allowed by applicable law. Seller reserves the right to limit or cancel the credit of Buyer, if any, and/or require or demand prepayment or adequate assurances of performance from Buyer prior to taking any preparatory steps prior to manufacturing and/or preparing the Products for delivery.
6. TITLE AND RISK OF LOSS: Title to the Products passes to Buyer upon receipt by Seller of full payment of the purchase price. Risk of loss to the Products passes to Buyer once the Products are in the custody of a third party shipping agent.
7. SECURITY INTEREST: Until full payment is received from Buyer, Seller shall retain a security interest in the Products. Buyer hereby grants Seller a security interest in the Products and all proceeds, if any, to secure its payment and performance of its obligations herein. The said security interest in the Products also secures all amendments, rentals, extensions, or refinancing of any part or all of the obligations hereunder. Buyer hereby irrevocably authorizes Seller at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto. Upon request of Seller, Buyer agrees to promptly furnish Seller all information necessary to complete and file the financing statements or amendments thereto.
8. ORDER CANCELLATION: Unless Products are custom manufactured to Buyer's specifications, Buyer may, in writing, cancel an order at any time until the Products are in the custody of a third party shipping agent. Such cancellation may be subject to reasonable reimbursement of expenses incurred in connection with the sale. Once Products have been delivered, a Buyer may return the unused Products to Seller at its sole expense, subject to prior written approval by Seller, and the payment of a separately negotiated restocking charge. The cancellation and/or subsequent return of custom manufactured Products is in Seller's sole discretion, and, if allowed, shall include reimbursement for labor, material or other expenses, plus a reasonable inventory charge.
9. WARRANTY: All promotional materials are illustrative only. The Products are designed, built, tested, and inspected to ensure the highest quality and utmost reliability. For a period of one (1) year from the date of purchase as indicated on the Invoice, Seller shall repair or replace at its discretion and in accordance with terms of its limited warranty, the defective part, component, system or unit. Seller's warranty is void and of no effect if the Product is not used in conformance with the operating procedures specified in the operator's manual, or the defect of the Product resulted from damages inflicted by Buyer occurring after the delivery of the Product, including unauthorized or lack of service. OTHER THAN THE LIMITED WARRANTY PROVIDED HEREIN, SELLER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. IN NO EVENT SHALL SELLER BE RESPONSIBLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DIRECT AND INDIRECT PROFITS ARISING IN CONNECTION WITH BUYER'S USE, OR INABILITY TO USE, SELLER'S PRODUCTS. SELLER'S TOTAL LIABILITY IS LIMITED TO THE INVOICE PRICE OF THE PRODUCT THAT IS THE SUBJECT OF A CLAIM.
10. INDEMNIFICATION: To the maximum extent allowed by law, Buyer shall defend and indemnify Seller and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorneys' fees) that Seller may incur or be obligated to pay as a result of (i) Buyer's negligence, use, ownership, maintenance, transfer, transportation or disposal of the Products; (ii) if manufactured to Buyer's specifications, any infringement or alleged infringement of the industrial and intellectual property rights of others arising from Buyer's plans, specifications (including Buyer's trademarks and brand names) or production of the Products ordered by Buyer; or (iii) Buyer's violation or alleged violation of any federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product safety and labor practices.
11. MISCELLANEOUS:
a. The terms and conditions contained herein shall be governed by and interpreted in accordance with the laws of the State of South Carolina. Buyer hereby submits to the jurisdiction of the courts of South Carolina for purposes of enforcement hereof.
b. In the event of a conflict, the order of priority is as follows: (1) typed or handwritten provisions on the face hereof; (2) attachments or exhibits hereto; and (3) these preprinted terms and conditions.

Terms & Conditions Agreed. \_\_\_\_\_ (Signature of purchaser)

Print Name \_\_\_\_\_

Date \_\_\_\_\_



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**CREDIT ACCOUNT REQUIRED INFORMATION**

(Required not just for machine purchase but for any future spare parts orders)

1. Please provide your company's **Exact Registered** Full Legal Name.

\_\_\_\_\_

2. Please provide your company's full **Registered** Mailing Address.

\_\_\_\_\_

\_\_\_\_\_

3. Tel.No. \_\_\_\_\_ Fax No. \_\_\_\_\_

4. E-mail address. \_\_\_\_\_

5. What is your company's EIN or Federal Tax ID number \_\_\_\_\_

6. What type of organization is your company? (check one)

Corporation, \_\_\_\_. S-Corporation, \_\_\_\_. Limited Liability Company (LLC) \_\_\_\_.

Sole Proprietorship, \_\_\_\_. Partnership, \_\_\_\_. Limited Partnership, \_\_\_\_.

7. In what state was your company formed/registered? \_\_\_\_\_

8. If the state where your company was formed issued an Organization ID number, please provide this here. \_\_\_\_\_

9. Are you tax exempt? Yes / No

(If yes, please provide a tax exempt/resale certificate).

We are changing over to electronic invoicing. Therefore we will need a contact name and e mail address for you accounts payable office.

Name: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Information provided by (name) \_\_\_\_\_ Signature \_\_\_\_\_

**PLEASE ENSURE ALL SECTIONS ARE COMPLETED CLEARLY & CORRECTLY**

**Note: Even if you have completed this page for previous purchases we still require this so that we can ensure we always have the latest information.**