

MELROSE Terms & Conditions of Sale; and Intellectual Property

Any reference to Melrose Technologies Division of Jay Bee Machine Works, Inc., hereinafter 'MELROSE' includes any affiliates, including but not limited to Jay Bee Machine Works, Inc. and future related companies of Melrose Technologies Division of Jay Bee Machine Works, Inc., MELROSE Terms and Conditions apply to all purchases (including service work) and sales of items offered here and elsewhere, and by your purchase means you have accepted our Terms and Conditions of Sale in effect as of the date of purchase.

We disclaim any other Terms and Conditions contained in any customer purchase order, order form or otherwise unless expressly agreed to by MELROSE in writing.

Purchases must be strictly in conformity with these Terms and Conditions; inconsistent or conflicting terms in any purchase order or sale acknowledgment are rejected and shall be controlled by these Terms and Conditions unless agreed to by the customer and MELROSE in a separate mutual writing.

Additional terms are not binding unless agreed to by an officer of MELROSE in a separate writing. We reserve the right to decline fulfilling orders at our discretion.

Our services, drawings, parts, systems and products constitute original works and selections and arrangements of data compiled by MELROSE and are protected works and compilations under the U.S. Copyright Act. All rights in products manufactured or distributed by MELROSE are reserved by Melrose Technologies Division of Jay Bee Machine Works, Inc., .

Customers transacting e-Commerce business with MELROSE on our website and/or via third party platforms are subject to these terms and the website Terms of Use, and other limitations appearing on and applicable to visitors and users of our website, found at www.autoliftsandparts.com.

Product:

Prices and charges quoted are subject to change without notice. All prices are quoted in U.S. dollars. We reserve the right to pass on any surcharges or impose purchase restrictions or limits at any time.

Prices and terms Acknowledged by MELROSE from any customer purchase order, signed quotation, or sales order are the agreed upon pricing and terms and cannot be changed by the Buyer/Customer unless specifically agreed to in writing by an Officer of MELROSE and are also subject to material and process availability.

Any and all special tools, assemblies, fixtures, drawings, et al, required for the performance of the work described in the customer purchase and acknowledged by MELROSE which have been designed and/or built or sold by MELROSE shall be and remain our property, unless the customer was charged explicitly in writing to make them.

Order Cancellation by Customer:

In the event of the customer's cancellation of an order, the customer shall reimburse MELROSE for the work completed and work in process, including but not limited to the cost of any materials, processing, lost time, engineering, and other expenses incurred in connection with such order. MELROSE does reserve the right to disregard such cancellation in the event the cost of the work incurred, including but not limited to the cost of materials, processing, engineering, and other expenses exceeds 90% of the total purchase price. MELROSE also reserves the right to invoice cancellation charges for unrealized profits and unrealized resource utilization in the event MELROSE dedicated resources for a time period that exceeds (4) weeks beyond the cancellation date.

Charges:

All orders are FOB MELROSE, Huntingdon Valley, PA, unless otherwise agreed to in writing by an Officer of MELROSE. . All customer orders are subject to applicable shipping, freight, taxes, permits, licenses, processing charges, etc. All shipping charges will be subject to any carriers published rates plus an additional reasonable handling charge per order. Carrier Surcharges: Carriers may impose surcharges, which vary by carrier and may change at the carrier's discretion. MELROSE will pass on the surcharge to be paid by the customer.

Terms/Billing Options/Payment or Invoices by Customer

Net 30 days on approved open accounts from date of invoice. In addition to open accounts, we also accept cash, C.O.D. and most major credit cards (subject to a 3% convenience charge per transaction).

MELROSE has multiple payment/billing options. If an open account customer fails to make full payment within thirty (30) days from date of invoice, MELROSE may defer any further shipments or other orders, or cancel any portion of an unshipped order. In any event, the customer shall be responsible for the full purchase price of all items that MELROSE acknowledged to the customer as defined in principal or part on the customer Order. All customer's merchandise in MELROSE's possession shall be subject to a general lien for all moneys owing by the customer to MELROSE., , whether or not due or payable, and whether or not such moneys are owing to MELROSE for materials, **equipment used in processing, lost time, engineering, tooling, equipment and other expenses incurred in connection with such product by MELROSE per the customer's Order so Acknowledged by, and MELROSE further reserves the right to charge interest on overdue invoices at the rate of 18% per annum (1.5% monthly) or at the highest rate available under applicable law.**

It is understood and agreed that customer will pay, to the extent permitted under law, all reasonable costs and expenses, including attorney's fees, collection agency fees and court costs incurred by MELROSE in connection with any collection action for payment of the amounts due herein. MELROSE makes available certain payment processes through which you can provide payment information to us when you pay for your order our "Authorized Payment Processes" include providing payment by check, credit card, ACH or Wire Transfer.

MELROSE will confirm payment information in writing to the Customer. Customer is responsible to verify such payment instructions verbally to MELROSE accounting personnel at the published MELROSE phone number of 215-357-5656. In the event monies transferred through any of these media does not reach MELROSE thru MELROSE's designated financial institution or the physical check at MELROSE address for any reason whatsoever, the liability for payment of the invoice lies with the Buyer.

MELROSE expressly disclaims all responsibility regarding the collection. Shipments are made Monday through Friday, during regular business hours only. Most orders are shipped via UPS or USPS. MELROSE also uses various carriers for different regions. Hazardous materials require special handling may be subject to local, state and federal regulations which may delay or prohibit shipments. Hazardous materials will not be shipped to Alaska or Hawaii or exported outside of the contiguous United States. All orders are shipped F.O.B. MELROSE's facility. Title and risk of loss pass to customer on delivery to the common carrier or upon customer pickup. Orders placed on Fridays after 2PM local time, weekends or holidays will be shipped on the next regular business day. Any request for a proof of delivery shall be made by customer to MELROSE within thirty (30) days of the invoice's due date.

Please check with your MELROSE sales representative for more information at order time. See Warranties-Limited Liability. Damaged or Lost Shipments UPS, Fed-Ex Ground, other package carriers & Prepaid Truck Shipments (MELROSE carrier):

Check your order immediately upon arrival. All damages must be noted on delivery receipt. All shortages and damages must be called into MELROSE at (215) 357-5656 or e-mailed to sales@melrose1931.com within 7 calendar days of arrival.

Truck Shipment (when you select the carrier): Check your order immediately upon arrival. All visible damages must be noted on delivery receipt. All damages and shortages must be called in to the carrier you chose within 7 days. All damaged containers/boxes and merchandise must be kept for your carrier to inspect. At that time, you must file a claim with your carrier. Damaged Hazardous Materials must be returned through the freight company prior to acceptance of delivery (See Returns and Repairs Section).

INSPECTION:

General Warranty: EXCEPT AS SET FORTH HEREIN, MELROSE, . MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED.

MELROSE, DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, QUALITY, DURABILITY, SUITABILITY, OR NON-INFRINGEMENT INCLUDING WITHOUT LIMITATION IN THOSE INSTANCES WHERE CHANGES, ALTERATIONS OR MODIFICATIONS ARE MADE IN MATERIALS OR MERCHANDISE AT THE REQUEST OR INSTRUCTION OF THE CUSTOMER, AND THE CUSTOMER AGREES NOT TO CLAIM OR COMMENCE SUIT AGAINSTMELROSE BASED ON ANY SUCH DISCLAIMED WARRANTIES. OUR OBLIGATION IS LIMITED ONLY TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OR, AT OUR SOLE OPTION, TO THE REFUND OF THE PURCHASE PRICE.

A full refund will be given, subject to our inspection, for any defective item returned to us in its original packaging and received by us within 30 days of the date of shipment in its original packaging. MELROSE reserves the right to negotiate. In the event a credit is agreed upon by MELROSE, remittance will be in the form of credit for future orders. This Warranty shall not apply to products which are not returned in the original packaging.

MELROSE's Responsibility:

The customer recognizes that MELROSE is a DISTRIBUTOR, providing manufacturer's products, and as such, any products manufactured by companies MELROSE distributes for are the sole responsibility of said manufacturer.

Purchase Order, drawings, with defined dimensions, tolerances and specifications. MELROSE's liability hereunder for any claim of loss or damage of any kind whatsoever by the customer arising from a breach of any such specifications shall be limited to replacement by MELROSE at an agreed upon time frame. MELROSE shall be given the opportunity to inspect the material or product, and materials or merchandise must be returned in the same condition and packaging as when originally delivered MELROSE. MELROSE reserves the right to negotiate.

Limited Liability:

IN NO EVENT SHALL MELROSE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THE PURCHASE/ORDER, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED OPPORTUNITY OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Furthermore, MELROSE assumes no liability (zero) or responsibility (zero) for any and/or all customer supplied products (equipment) or materials, and any liability is the sole responsibility of the customer or whoever the customer obtained said product, equipment, service performed thereto, including but not limited to installation, repair, or maintenance.

Notwithstanding the foregoing, MELROSE's liability shall not exceed the sum of quantity defective multiplied by the unit pricing as defined in the customer Order or \$10,000.00 in the aggregate, whichever is less. All quotations, purchase order acknowledgements, agreements or modifications are contingent upon and subject to any and all occurrences beyond MELROSE'S control such as computer or electronic interruptions, mechanical or electrical breakdowns, strikes, labor slowdowns, war, terrorism, pandemic's, riots, severe weather conditions, accidents, theft, material and/or equipment shortages, natural disasters, acts of God or any other forces beyond the reasonable control of MELROSE, LTL shipments and other non-scheduled carriers, back ordered items, replacement orders, new accounts (first order), orders requiring credit review, and supplier deficiencies.

Processing or assembly of any such item(s) by the customer or any other party shall constitute a waiver of any liability on our part, unless agreed to by MELROSE. Warranty claims must be submitted within 30 days of receipt of goods. MELROSE does not maintain any responsibility or liability due to materials imperfections or outside service issues, other than to seek to have the outside service performed again or the material replaced.

Responsibility:

The value of the defective product, service or material is our only liability. We do not warrant or represent that the customer products sold by MELROSE complies with the provisions of any law, particularly the Walsh-Healey Public Contracts Act, and the Occupational Safety and Health Act of 1970, and regulations promulgated thereunder.

Compliance with Laws

Materials and outside services may be obtained from multiple supply sources located throughout the United States or internationally and from time to time be shipped directly to the customer without sending the item through MELROSE. Many states and localities have codes and regulations governing sale, offering for sale, distribution, construction, installation and use of products for certain purposes and/or containing certain regulated substances, which may vary from those in neighboring areas. MELROSE relies upon information provided by the supplier of these products to ensure they are compliant with the laws of the jurisdiction into which the product is shipped. The information provided by the supplier as to the ability of the material or outside service to be sold or distributed in any particular jurisdiction is believed by MELROSE to be accurate.

MELROSE, however, shall not be responsible for how products are used or installed or for the product's conformance to regional, state, or local codes or regulations. MELROSE does not guarantee compliance with any law and assumes no responsibility for how the items are used or installed. Customer has the sole responsibility for compliance with all applicable codes, regulations and laws and before purchase and use of the product must review and ensure full compliance with such codes, regulations and laws concerning the use or installation of the products.

Dangerous Goods/Hazardous Materials

Lead: MELROSE may be prohibited from offering certain plumbing products intended for use in conveying potable water due to restrictions or requirements of various federal, state, local and other authorities that have prescribed lead content restrictions for such products. These restrictions may change without notice. Customers should consult the regulations applicable to these products to ensure compliance. MELROSE relies on the manufacturer regarding the lead content of their products and makes no independent representations or warranties regarding the information provided by the manufacturer. Handling and Disposal: Numerous federal, state, and local codes, regulations and laws may apply to the disposal of products. Customer is solely responsible for proper handling and disposal of purchased items and should review and ensure compliance with all such codes, regulations and laws.

Returns & Repairs

Returns:

Except as otherwise provided, no material will be accepted for return after 30 days from date of shipment. To return merchandise, you must call MELROSE at 215-357-5656 or email us at sales@Melrose1931.com for a Return Authorization number. No returns will be accepted without a Return Authorization number. Include with your return a copy of your invoice or packing slip. All merchandise must be returned in its original packaging and condition. Any claims for discrepancies in shipment must be made within 7 days of receipt of merchandise. C.O.D. returns will not be accepted. Shipping charges for returned items must be prepaid. No return of altered or etched items will be accepted. Customers are required to inspect all hazardous materials deliveries prior to accepting the delivery. Unaccepted hazardous materials can be returned to MELROSE through the freight company that delivered the materials by not accepting the delivery. Once hazardous materials or non-hazardous materials that can become hazardous waste are accepted for delivery, MELROSE is unable to take these items back. MELROSE does not take title to returned products until the item is received at Melrose Technologies Division of Jay Bee Machine Works, Inc., , which address is designated on MELROSE packing lists and invoices.

Repairs:

Please call our Customer Service at 215-357-5656 for the address for any repair or return.

Repair Service:

Items left after 60 days of notification of repair completion will be disposed of at customers expense.

Export Controls:

MELROSE may be subject to U.S. export control laws, regulations and/or administrative policies. Customer acknowledges that it is familiar with such laws and regulations and it agrees to abide by them in all respects. Diversion of products and/or services contrary to U.S. law is prohibited. Customer understands that a license, written approval or other authorization may be required from the Bureau of Industry and Security of the U.S. Department of Commerce, the U.S. Department of State or other U.S. government agency prior to the export or reexport of these items from the United States. Guidance may be found at <http://www.bis.doc.gov> or <http://www.pmddtc.state.gov>. Customer further understands that it is unlawful to export, reexport or transfer, or to attempt to export, reexport or transfer these items to individuals or entities on the List of Debarred Parties, Denied Persons List, Specially Designated Nationals List, Entity List, Unverified List or Nonproliferation Sanctions List, as well as sales or transfers to Embargoed Countries (currently, Cuba, Iran, North Korea, Syria and Sudan). It is the customer's responsibility to be aware of these Lists and Embargoes. These Lists may be accessed at http://export.gov/ecr/eg_main_023148.asp.

Provisions**Security Interest:**

Customer hereby grants MELROSE, a first priority purchase money security interest and/or chattel mortgage in the products and any accounts receivable or cash from resale thereof until full payment is made to MELROSE. Customer agrees to file, or permit MELROSE to file, any financing statements or other appropriate documents with its governmental authorities to perfect the validity, priority, and enforceability of Melrose Technologies Division of Jay Bee Machine Works, Inc., lien or security interest.

Independent Contractors

MELROSE and Customer are independent contractors and not principal and agent. Nothing contained in these terms and conditions shall be construed to create a partnership, dealership, reseller, agency, employment or joint venture relationship. Customer will not have the right to bind or otherwise obligate MELROSE in any manner, nor will Customer represent to anyone that it has the right to do so.

Assignment:

Customer shall not assign any order, or any interest therein, without the prior written consent of MELROSE. Any actual or attempted assignment without MELROSE's prior written consent shall entitle MELROSE to cancel such order upon notice to Customer and customer shall be responsible for any costs incurred by MELROSE.

Electronic Commerce:

If MELROSE and Customer mutually agree to use an Electronic Data Interchange (EDI) or Automated Clearing House (ACH) system to facilitate purchase and sale transactions, Customer agrees that it will not contest: (i) any contract of sale resulting from an transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (ii) the admissibility of copies of records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form. MELROSE and Customer will negotiate and agree on technical standards and methods to use in making purchases, and will use reasonable security procedures to protect records from improper access. In the event of a conflict, the business records maintained by MELROSE regarding purchases made by Customer shall be deemed to be conclusive. Intellectual Property.

The quotation provided herein is for the sole purpose of communicating pricing, terms and conditions. During the course of creating any quotation or sales order for products and/or services, there are communications, whether in writing or verbal which may include the exchange of drawings, specifications, processes or knowledge, financial data or other data regarding the quotation, created or modified by MELROSE. All of the foregoing constitute the intellectual property of MELROSE. Customer shall have no right to copy or use any of the intellectual property of MELROSE or its suppliers without MELROSE's explicit written permission. Any quotation for supplies and/or services or any proposal made by MELROSE to Customer is confidential, constitutes the intellectual property of MELROSE, and shall be subject to the provisions of this paragraph regardless of whether Customer subsequently contracts for MELROSE's services. The provisions of any such quotation or proposal may not be shared or otherwise communicated with any party other than MELROSE or Customer personnel on a need to know basis. MELROSE's Performance in conjunction with Customer's purchase of product and/or services, MELROSE may perform certain services for Customer on Customer's premises such as delivering, ordering, (collectively, the "Services"). Customer will hold harmless and indemnify MELROSE, its officers, directors, employees, agents, subcontractors or representatives from and against any and all claims, including bodily injury, death, or damage to personal or other property, and all other losses, liabilities, obligations, demands, actions and expenses, whether direct or indirect, known or unknown, absolute or contingent, incurred by MELROSE related to the performance of services for customer (including without limitation, settlement costs, attorneys' fees, and any and all other expenses for defending any actions or threatened actions) arising out of, use of tools, material, parts, and/or any other equipment in whole or in part, any act or omission of customer, its employees, agents, subcontractors or representatives.

Waiver:

No failure by either party to take any action or assert any right hereunder will be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Controlling Law & Venue:

The provisions of the Uniform Commercial Code, as adopted in the Commonwealth of Pennsylvania, shall apply (except as expressly modified hereby) with no application of the United Nations Convention on Contracts for the International Sale of Goods. All transactions shall be governed by the laws of the County of Bucks, in the Commonwealth of Pennsylvania, without regard to any conflict of law principles that would require the application of the laws of any other jurisdiction, and venue shall be in Bucks County, Commonwealth of Pennsylvania.

Next Day Delivery Upgrade:

MELROSE will upgrade qualifying orders to Next Day or Next Day Air Saver at the customer's request (additional charges may apply). The Next Day Delivery upgrade only applies to standard shipping orders and does not apply to orders shipped via Motor Freight (LTL) shipping method. Qualifying orders will be delivered on the next regular business day, or on a weekend day for an additional charge. The upgrade will apply if the defines such Shipping terms in the Purchase Orders to MELROSE or an amendment thereto that is acknowledged by MELROSE the exclusions described below do not apply.

Exclusions:

Neither the Same Day Shipping Guarantee nor the Next Day Upgrade cover: (i) orders to non-qualified customers or those outside of the continental U.S.; (ii) orders for items that are not in stock; (iii) orders for hazardous; (iv) circumstances beyond MELROSE's control (for example, computer or electronic interruptions, strikes, natural disasters, severe weather conditions, war or supplier manufacturing deficiencies); (v) Freight Saver shipments; (vi) "less-than-truckload" (LTL) shipments, orders shipped by non-scheduled carriers, replacement orders, customer supplied items first orders for new accounts, or orders requiring credit review.

Note:

Hazardous materials require special handling. Any item containing such materials may be subject to local, state and federal regulations which may delay or prohibit shipments. MELROSE makes no service level guarantees regarding such items.

ENTIRE AGREEMENT:

The provisions hereof constitute the entire agreement between the parties. Any changes, alterations, waivers, or modifications with respect either as to the job performed or the terms of sale, or any other matter set forth herein must be in writing and signed by an officer of MELROSE. Waiver or failure of any part of this agreement to meet the law or other legal standards does not constitute waiver or lack of enforceability of any of the other terms and conditions specified herein. These terms and conditions shall apply to this and any future order of agreement for the processing of any materials or merchandise.