

## O'Reilly Industries LLC - Terms of Sale

The accompanying terms of sale; which include any terms and conditions, revisions or alterations on an accepted invoice, shall constitute the entire agreement for the purchase and sale of product(s) between O'Reilly Industries LLC (herein "OiR") and Purchaser. Acceptance of terms of sale shall be governed 1. By details contained in final accepted invoice; 2. From terms of sale contained herein; 3. By applicable laws of the State of Minnesota 4. By applicable laws of the United States of America.

### **CANCELLATION and CHANGES OF TERMS**

Purchaser agrees all sales are final upon payment. OiR *may*, from time to time, alter the original order at the behest of the purchaser prior to shipment of purchased product (herein "unit"). Changes must be in writing & AGREED TO by both parties.

### **WARRANTY-LIMITATION OF LIABILITY**

1. OiR offers a 1 year, 'repair *or* replace' (OiR preference & discretion) warranty on **manufacturing** defect of the unit (with OiR written, approved claim) from date of sale payment. Unit must be photographed while attached to Host Machine, along with additional photographs of defect(s) and sent to [sales@skidworks.com](mailto:sales@skidworks.com) for a request for a warranty claim at the time the alleged manufacturer defect is suspected (within the warranty period as described above). OiR will not transfer warranty to another party. OiR will not be responsible for any losses, injuries or damages, directly or indirectly, incurred during the operation of unit including any 'down time' or labor charges by any employee, subcontractor or agent/ operator of the Purchaser. Purchaser will be responsible for all costs of transport of the unit in any claim. ANY 'outside' (herein "3rd party") costs related to warranty claims must be pre-approved by OiR. Normal 'wear and tear' is not eligible for warranty claim. Purchaser or any 3rd party may not alter, attempt repair or replace part(s) without OiR written approval. OiR may request additional information from Purchaser to verify and/or process claim. All claims and contacts must be in writing.
2. Purchaser agrees the unit is sold "as is"; that the unit is built to OiR standards and those standards *may* not be sufficient for the purchasers job site conditions (OiR will not consider returns because the unit is insufficient in the performance *or* expectations of the Purchaser, outside of **manufacturing** defect and related

approved warranty claim(s) as described above). Purchaser is responsible for the compatibility of their host machine with unit and is thereby responsible for any related damages.

3. Upon request (and with payment in full), OiR will arrange freight delivery on behalf of the Purchaser. Any additional costs billed to OiR from the freight company 'after the fact' will be the responsibility of the Purchaser. Purchaser is responsible for the unit once in transport for delivery. OiR will not be liable for damage, routing or delivery once it leaves our loading dock en-route to Purchaser. Tracking info (as given by freight company), will be available to Purchaser within 48 hours of shipment.

### **DELAYS**

OiR shall not be liable for damages, delays or incurred costs resulting from changes in expected delivery date.

### **MISCELLANEOUS**

- (A) This agreement may not be assigned or otherwise transferred by Purchaser.
- (B) The paragraph headings in the agreement are used for convenience only. They form no part of this agreement, and are in no way intended to alter or affect the meaning of this agreement.
- (C) The invalidity, in whole or in part, of any provision of this agreement shall not affect the validity or enforceability of any other of its provisions. (Errors and omissions are unintentional and will be corrected upon discovery. Payment finalizes all terms of sale and agreement, unless agreed upon and changed in writing.)
- (D) This agreement shall be governed by and constructed in accordance with the laws of the State of Minnesota.

### **TAXES**

All applicable federal, state, or local sales, use, import or excise taxes are the responsibility of the Purchaser, and shall be in addition to the price or prices stated on the invoice as applicable. Unless otherwise specifically stated, OiR shall have the right to invoice separately any such tax as may be imposed at a later time. Applicable tax exemption certificates must accompany any order to which the same applies.

### **PAYMENT TERMS**

Payment must be made via an OiR approved (accepted) credit card or via bank wire. Any other form of payment may be rejected without explanation. (ACH not accepted.)

## SAFETY-REQUIREMENTS AND REGULATIONS

### JIBSET

1. The telehandler (Host Machine) operator must be trained and experienced in operating hoisting/crane equipment.
2. All local, state and federal laws must be followed regarding equipment handling above and or below ground.
3. Other laws, rules and or regulations may apply regarding OSHA/MSHA requirements: Operator is responsible for being current with all licensing, local state and federal ordinances and laws, and must also be current with any hoisting equipment/crane certifications before operating Jibset.
4. Jibset operator must observe maximum load of Jibset and Telehandler, including Telehandler load chart: This is 'parked' (stationary) with outriggers (when available) properly & fully deployed. Your Telehandler (Host Machine) may have a lower rating at no deployment (host position fully retracted with Jibset attached); always stay below load chart maximum load rating at retracted setting plus length of boom.
5. Jibset must be operated as an extension of existing boom; In fully retracted position you must refer to your load chart at the mark which equals your Jibset length.
6. Jibset is NOT to be operated with any type of rotating/oscillating boom or fork carriage.
7. Maximum cross winds may not exceed 6 mph when when Jibset cable is deployed more than 15' (Fifteen feet).
8. Maximum 35' deployed cable when operating.
9. Telehandler (Host Machine) must be parked on a flat, level surface when deploying cable and/or hoisting/lowering load with Jibset.
10. Jibset operator must familiarize themselves with the physical appearance and operation of the unit; it must be inspected before each use and taken out of service if any noticeable changes (including, but not limited to cracked welding; structural disfigurement; leaking oil; frayed cables; etc) are observed. Please contact O'Reilly Industries LLC at 763-742-6473 before putting back in service if these or other changes are observed.
11. All ground personnel should be at a safe distance from the Jibset when in operation. A 40' (Forty Foot) radius from Telehandler/Host Machine must be observed when cable is deployed.
12. Cable should be replaced once per year with Jibset minimum rating. Call 763-742-6473 for information.
13. Telehandler/Jibset operator may not be under the influence of any medication, controlled substance, alcohol or any other product that may

affect the operator when operating the host machine with Jibset attached.

14. Telehandler/Host Machine must be in operated in factory recommended settings and observe all safety precautions and maintenance when used with the Jibset. Operator must always maintain a minimum of \$2 Million liability insurance coverage.

NEVER exceed the rating operating capacity or load chart of the Telehandler. The Jibset should never carry a load greater than telehandler load chart itself. Remember; the length of the Jibset is considered as part of the boom itself when determining load rating!

### KWIK MAG

1. The Kwik Mag is rated up to 20 GPM oil flow and not to exceed 2500 psi from the host machine. You must have a case drain connection, unobstructed oil flow and clear of any faults or defects in the line and plugged in at all times while the Kwik Mag (Herein "The Mag") is in operation.
2. The Mag is rated at 75% duty cycle
3. The Mag is setup to be used with a skid steer or similar sized track loader: Any other use while attached to any other type of 'host machine' (included, but not limited to 'mini excavators') voids the warranty.
4. Operator must use minimum ground speed of host machine when moving The Mag while activated and carrying a load. Failure to follow this regulation could result in injury, or death.
5. Always maintain a 20' radius around host machine when operating with The Mag.

### SIDE DUMP BUCKETS

1. The side dump buckets operate with standard or low flow hydraulics, not to exceed 3200 psi.
2. Side dump bucket (Herein "bucket") must not be used for digging or excavating in hard surfaces.
3. The bucket is not to be used as a standard construction bucket; ie for back dragging or other landscaping style uses. Bucket is designed to load from piles and dump to the side using the host machine hydraulics. Any damage incurred while using outside of these parameters voids warranty. General duty only.
4. Not to be used as a human carrier in any capacity. For skid steer or track loader usage only with <5,000 lbs max host machine rated capacity.

### FREIGHT AND SHIPPING

1. O'Reilly Industries llc will arrange freight on behalf of the customer unless otherwise agreed upon in writing. Freight is FOB ORIGIN: Customer is responsible for their purchase once it leaves OiR or partner shipping dock. **NO DDU** on freight: Seller assumes no risk or liabilities on taxes, duty, arrival, injury or damage or loss to buyers equipment once it leaves OiR or partner shipping dock. **FOB ORIGIN.**
2. Purchaser will provide an operational email address with their order that will accept any requests and documents necessary from OiR related to their purchase and shipping of that purchase.

#### **ABANDONED EQUIPMENT**

1. Purchaser is responsible for accepting delivery of purchase once it leaves OiR or partner freight dock: Purchaser agrees to supply OiR or any necessary partners or associates with shipping/ freight relevant information, forms or legal requirements (domestic or international) that assists/and or aids in the transport of their purchase.
2. OiR will notify purchaser of any missing forms or information needed to ship their items on their behalf. If forms or information is not received by OiR, OiR may choose to charge a \$75.00 USD PER DAY charge for housing of equipment (per purchased unit). Equipment will be deemed 'abandoned' if purchaser does not produce necessary forms or information needed within 60 days from receiving a request for freight related forms or information: **THERE ARE NO REFUNDS ON ABANDONED EQUIPMENT.**
3. Purchaser is responsible for any duties, border broker or customs declaration agents requirements or any other legal requirements necessary to receive their purchase from OiR outside of United States continental borders.

#### **ERRORS AND/OR OMISSIONS**

**Errors or omissions in the TOS are unintentional and will be corrected upon discovery.**

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**These TOS (Terms of Sale) may be updated at any time.**

**END**