



Vestil Manufacturing Corporation

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Parts Department: parts@vestil.com
Returns Department: rga-ihs@vestil.com
Status Department: status@vestil.com
Order Entry Department: orders@vestil.com
Accounts Receivable: ar@vestil.com
Content Support: productdata@vestil.com

PURCHASE ORDERS

When ordering by fax, mail, or e-mail include the following:

- Purchase order number and name of person authorized to purchase
- Shipping address if different than billing address
- Complete e-mail, phone and fax numbers, including area code
- Description of item being ordered
- Quantity, size, model number . . . etc.
- If it is your policy to issue a confirming order following phone orders, be sure it is marked CONFIRMING
- Any special requests or instructions should be called out in BOLD on the purchase order
- Special orders should include quote number
- Orders must meet \$25.00 NET MINIMUM

NEW ACCOUNT

It is simple to establish an open account with Vestil Manufacturing Corporation. We can generally open an account in 48 hours.

FREIGHT CLASS & WEIGHTS

Unless otherwise specified, all orders will ship best way prepaid and add, FOB shipping point. Weights and freight classifications listed are to the best of our knowledge at the time of printing. Freight class may vary depending on the carrier and quantity ordered for density based items. All freight is subject to reclassification if not shipped prepaid & add.

Vestil Manufacturing Corporation

is an industry leader in the manufacturing and distributing of industrial material handling equipment. We feature over 1,000 different product lines, many of which are in stock and ready for immediate shipment. We stand behind our products with people that listen to our customer's needs and find the best solution for their application. We deliver value to our customers by engineering new designs and products which increase productivity, improve workplace ergonomics, and decrease worker injury. Vestil presently has 415+ employees and over 1,000,000 square feet of warehouse and manufacturing space. We provide a broad product line to our customers in an efficient manner allowing for the best possible customer experience.



A LOOK AT THE PAST...

Vestil Manufacturing Corporation is a third-generation family-owned and operated manufacturer of industrial material handling equipment. We were founded in 1958 in Albion, Michigan when the owners of T & S Equipment started a new company with the intention of manufacturing truck and rail dock equipment. T & S Equipment started with 20 employees and 11,000 square feet of manufacturing space. The dock seal division of United Tractor was purchased in 1968 for the purpose of expanding the product assortment. During the 1970's, the company redefined its product strategy to include material handling equipment. A concerted effort was made to focus specifically on custom-made electric/hydraulic equipment.

In 1982, Vestil moved from Michigan into a new larger building in Angola, Indiana to allow for future growth opportunities. As the material handling market continued to grow and present new opportunities, Vestil built a new manufacturing facility in Angola in 1989. This addition addressed immediate space needs and laid the foundation for additional growth. 6 expansions followed from 1990-1997. A third plant was constructed in 1998 and an expansion in 2005. A fourth plant was purchased in 2010 to further warehouse and manufacturing within the same industrial park.

A LOOK AT THE PRESENT...

Vestil Manufacturing Corporation currently has four facilities totaling over 1,000,000 square feet of manufacturing and warehouse space. Today, Vestil employs over 415 people and continues to grow in number year after year. We have 15 full-time engineers focusing on mechanical, fluid power, electrical, and industrial disciplines. 17 sales people and 10 support staff members are dedicated to providing the best customer experience possible. We also take pride in being a leader and frontrunner in providing the best content and quality product data in the industry. A team of 12 employees are dedicated solely to providing the highest quality content in the industry. This includes a state-of-the-art photo/video studio, product specification validation, digital imaging, portal management, and photo/video management. Vestil offers the most diverse product line in the industry through continual product line improvement and new product development. We believe that new product development and being first-to-market is the lifeblood of our organization. We offer the entire spectrum of product from our in-stock 48-hour quick ship items to custom product manufacturing to fit your unique applications. Vestil products are manufactured using over 100 different pieces of equipment. That list of equipment includes 2 lasers, 2 CNC plasma tables, CNC lathe, 2 CNC mills, 3 CNC band saws, 4 press brakes, 4 shears, 106 steel and aluminum MIG welders, a state-of-the-art machine shop, over 80 welding stations, 2 robotic welders, and the largest fully-automated powder coat finishing system in the Midwest.

A LOOK AT THE FUTURE...

The future for Vestil Manufacturing Corporation is bright! 2017 was another record sales year for the 60 year old company. We are currently constructing a 255,000 square foot fulfillment center with a scheduled completion date of October 2018. This building will offer same-day shipping on many in-stock items. Vestil is making this investment in response to customer demand. We are optimistic that growth will continue for us in the future. Outstanding, dependable people and continued loyalty from our customers will lead the way.

Terms And Conditions Of Sale

1. **Orders and Acceptance.** All orders are subject to acceptance by Vestil Manufacturing Co. ("Seller"). Unless otherwise agreed to in writing by Seller and Buyer, all sales transactions are expressly limited to the terms and conditions set forth below. ALL TERMS AND CONDITIONS CONTAINED IN ANY PURCHASE ORDERS OF BUYER OR OTHER DOCUMENTS SUBMITTED BY BUYER ARE EXPRESSLY REJECTED AND SHALL NOT BE BINDING ON SELLER UNLESS AGREED TO IN WRITING BY AN OFFICER OF SELLER. BUYER'S ACCEPTANCE OF SHIPMENT AND/OR PAYMENT FOR THE EQUIPMENT CONSTITUTES ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS. NO WAIVER OF THESE TERMS AND CONDITIONS OR ACCEPTANCE OF OTHER TERMS AND CONDITIONS SHALL BE CONSTRUED FROM SELLER'S FAILURE TO OBJECT TO THE SAME. ALL SALES ARE FINAL. EQUIPMENT CANNOT BE RETURNED WITHOUT SELLER'S PRIOR WRITTEN CONSENT.
2. **Quotations. Published Prices and Pricing.** All written quotations shall automatically expire on the expiration date listed on the quotation, but in no event later than sixty (60) days after issuance, and are subject to withdrawal by notice within that period. Seller, at its sole option, may extend the effective date of written quotations. Prices shown on published price lists and other literature issued by Seller do not represent unconditional offers to sell, and are subject to change without notice. Prices do not include costs or fees associated with installation or final on-site adjustments. Prices also do not include shipping charges. All prices are F.O.B. Seller's point of shipment, unless otherwise specifically set forth on the quotation or order acknowledgment. Prices stated are subject to change without notice. No discount will be allowed unless specifically set forth on the face side hereof. Until the purchase price and all other sums due are paid in full, Seller retains a security interest in the materials described on the face hereof (the "Equipment") and in all proceeds of said Equipment.
3. **Prepayment.** Seller may, at its sole discretion, require full or partial payment in advance. Upon Buyer's failure to submit full or partial payment upon request, Seller may cancel or delay any or all orders and adjust those prices in effect at the time of delayed shipment.
4. **Terms of Payment.** Payment terms are net thirty (30) days from the date of Seller's shipment, unless otherwise expressly stated on Seller's quote, order acknowledgement, or invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof) or the maximum rate permitted by law. All payments are to be made in U.S. funds at par. Unless otherwise specifically agreed upon in writing, exported orders shall be accompanied by a confirmed irrevocable letter of credit for Seller's account with an accredited United States bank, subject to Seller's draft, with railroad shipping tickets attached, payable in U.S. funds at par. Buyer shall handle all export shipping arrangements through its own forwarding agent, unless specifically agreed otherwise. Orders and shipments are subject to the approval of the Seller's Credit Department. The Seller reserves the right to decline to make shipment whenever, for any reason, there is doubt as to Buyer's financial responsibility and Seller shall not in such event be liable for breach or nonperformance of this contract in whole or in part.
5. **Taxes.** Prices do not include federal, state, or local taxes, including sales, use, property, import/export, excise, VAT or similar tax payments. Seller shall bill as a separate invoice line item all such taxes and Buyer agrees to pay and/or reimburse Seller for any such applicable taxes.
6. **Substitutions.** Seller reserves the right to substitute the latest superseding design and manufactured equivalent Equipment, where interchangeability does not materially affect form, fit or function.
7. **Order Changes and Cancellation.**
 - (a) **Changes requested by Buyer** — Changes to orders are subject to Seller's approval and acceptance. Buyer shall reimburse Seller for all additional costs and expenses related to any such change. Orders will not be subject to cancellation by Buyer, either in whole or in part, without the written consent of Seller, and then only under terms that will reimburse Seller for all costs incurred by it, including, without limitation, preparation costs, costs of purchased materials, engineering costs, total factory costs of the items produced up to the date of acceptance of cancellation including direct labor and overhead, cancellation charges from Seller's subcontractors and sellers, any other expenses, and an amount equal to Seller's customary profit, less refund, if any, actually received by Seller on any purchased items which can be returned to vendors.
 - (b) **Changes by Seller** — Seller reserves the right to change or cancel any order: 1) Whenever Seller deems said change necessary to comply with laws, regulations, or other mandatory authority; or 2) events require reallocation of production and/or delivery resources. Seller additionally reserves the right to change materials and/or design of Equipment.
9. **Shipping.** Equipment shall be shipped F.O.B. Seller's point of shipment. Title to & risk of loss/damage to the Equipment passes to Buyer upon delivery to the carrier. Buyer shall make claims for losses or damage directly with carrier. Seller reserves the right to apply its discretion regarding the manner and routing of shipments. Seller shall not be responsible for insuring shipments unless specifically requested by Buyer. Any insurance so requested shall be provided at Buyer's expense. If Seller is obligated to pay freight on shipments, Seller may opt to add to the price of Equipment any increase in freight paid by Seller arising subsequent to acceptance of Buyer's order may.
- 9.1 **Packaging.** Prices stated are based on Seller's standard packaging. Seller reserves the right to package material in pallets, bulk or individual cartons. Packaging will be standard commercial package acceptable to commercial carrier. Special packaging will be used only when specified at Buyer's cost.
- 9.2 **Acceptance and Inspection.** Upon Buyer's receipt of shipment, Buyer shall immediately inspect the Equipment. Buyer must note damage/incompleteness of Equipment on the delivery receipt before signing for the Equipment. Unless Buyer provides written notice to Seller of any claim for incompleteness of or damage to the Equipment within 48 hours of receipt, such Equipment shall be deemed finally inspected, checked and accepted by Buyer.
10. **Delivery/Access.** All delivery/performance dates are approximate and shall not be deemed to represent fixed or guaranteed delivery dates. All such dates are contingent upon prompt receipt of all necessary information from Buyer regarding Equipment and/or Services ordered. Seller will use reasonable efforts to meet the indicated delivery/performance dates but shall not be held liable for any loss or damage caused by delay resulting from labor disputes, damage to facilities, failure of contractors, subcontractors, or suppliers to fulfill scheduled deliveries, or any other cause outside Seller's reasonable control or causes which make Seller's performance commercially impracticable.

In the event of delivery delay caused or requested by Buyer, Seller will store & handle all Equipment ordered at Buyer's risk and will invoice Buyer for the unpaid portion of the contract price plus storage, insurance & handling charges on or after the date on which the Equipment are ready for delivery. Buyer shall pay such bill within 30 days of the mailing date of the invoice.
11. **Security Interest & Repossession.** Until Seller is fully paid for Equipment shipped, Buyer will grant Seller a purchase money security interest in the Equipment. Equipment will remain personal property. Buyer shall execute & deliver to Seller security agreements & financing statements evidencing Seller's security interest. Buyer authorizes Seller to file financing statements relating to the Equipment without Buyer's signature as Seller deems appropriate. Buyer appoints Seller as Buyer's attorney-in-fact for the limited purposes of executing financing statements in Buyer's name & performing other acts Seller deems necessary to perfect its security interest & to preserve and protect the goods.
12. **Default.** Upon submitting this instrument to an attorney to collect past due payments or repossess the Equipment, Buyer shall reimburse Seller for attorney's fees, court costs, & other expenses incurred by Seller to enforce the terms & conditions stated herein.

13. Warranty.

(a) Limited Warranty Applied to Equipment. Seller warrants to Buyer that on the date of delivery to the carrier, the Equipment is free from defects in material and workmanship. Seller's product specific Limited Warranty applies to the Equipment for a period indicated in said Limited Warranty.

(b) Warranties of Other Sellers for Equipment Incorporated into Seller's Equipment. "Other Equipment" means equipment provided by third party sellers ("Other Sellers") that is part of the Equipment sold by Seller. The sole and exclusive warranty applied to Other Equipment is the express written warranty of Other Seller. Seller's sole responsibilities to Buyer for Other Sellers' Equipment are limited to assignment of such warranties to Buyer and assisting Buyer to enforce such warranties.

(c) Buyer's Exclusive Remedy. If the Equipment does not meet its warranty standard, Seller will apply the appropriate Limited Warranty (see part 13(a) above). Seller may, at its sole option, either: (1) repair or replace any defective Equipment; or (2) refund the amount received by Seller for defective Equipment, if, after the Equipment is returned to Seller, Seller determines repair or replacement is not feasible. The foregoing are contingent upon Seller receiving Buyer's written notice in accordance with the terms of the appropriate Limited Warranty and, at Seller's request, return of the defective Equipment (F.O.B. Seller's point of shipment) at Buyer's cost. The warranty set forth herein does not extend to any Equipment or Service (including Other Sellers' product and service) which has been misused, modified, repaired, improperly installed or otherwise abused.

(d) Disclaimer of Implied Warranties; Sole Remedy. EXCEPT AS PROVIDED IN THIS SECTION, SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED. ALL WARRANTIES OF MERCHANTABILITY & FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. THIS WARRANTY CONTAINS SELLER'S SOLE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDIES AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES BASED IN LAW OR EQUITY.

14. Intellectual Property/Drawings and Confidentiality. (a) All specifications, drawings, designs, data, information, ideas, methods, patterns and/or inventions made, conceived, developed, or acquired by Seller incident to procuring and/or carrying out an order shall vest in and remain the property of Seller. (b) Should it be necessary during the performance of an order for Seller to supply technical information to Buyer, then Buyer agrees (i) that the disclosure of such information is in confidence; (ii) such information is the sole and exclusive property of Seller and is subject to return upon demand; and (iii) such information is not to be used by Buyer, its employees or agents, nor copied or disclosed to third parties without the express written consent of Seller, except that prohibitions against disclosure shall not apply to information which is or becomes publicly available or is or becomes available to Buyer from a third party through no fault of Buyer. Similar undertakings shall exist on the part of Seller for confidential information received by Seller from Buyer.

15. Compliance with Standards. Buyer is solely responsible for identifying and complying with laws, regulations, ordinances, national standards incorporated into law or regulation, and all other authority applied to the Equipment where it is used.

16. Limitation of Liability. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, EXPENSE OR DAMAGE CAUSED BY, CONTRIBUTED TO, OR ARISING OUT OF THE ACTS OR OMISSIONS OF BUYER OR THIRD PARTIES, WHETHER NEGLIGENT OR OTHERWISE. IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CAUSE OF ACTION WHATSOEVER EXCEED THE COST OF THE EQUIPMENT GIVING RISE TO THE CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER SUCH INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES), WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

18. Force Majeure. Delivery dates are approximate and are subject to confirmation. Seller shall not be responsible for excusable delays, nor shall Buyer refuse to accept delivery because of any such delays. "Excusable delays" include, without limitation, delays resulting from accidents, acts of God, strikes, fire, floods, weather disturbances, acts of terrorism, governmental controls, inability to obtain materials from sellers, failure of materials correctly ordered by Seller to meet specifications, or other causes reasonably beyond Seller's control, including any delay attributable to the carrier or third party seller. If Buyer delays shipment, Buyer will accept title to the Equipment, the Equipment will be invoiced and payment in full nevertheless shall be due thirty (30) days after the date of such invoice and the Equipment shall be held at Buyer's risk and subject to reasonable storage charges. Any delays caused by Buyer will not extend the stated start-up or warranty period.

19. Waiver. No condoning, excusing or waiver by any party of any default, breach or nonobservance by any other party, at any time or times with respect to any covenants or conditions set forth herein shall operate as a waiver of that party's rights with respect to any continuing or subsequent default, breach or nonobservance, and no waiver shall be inferred from or implied by any failure to exercise any rights by the party having those rights.

20. Severability. Should any provision of these terms and conditions be declared invalid or unenforceable, the remaining provisions shall not be affected thereby, it being the intent of the parties that they would have executed the remaining portion without including any such part or portion which may for reason be declared invalid.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana (excluding its conflict of laws provisions), including the provisions of the UCC in the State of Indiana. Any proceeding pertaining to any such claim shall be venued in Angola, Indiana.

22. Entire Agreement/Amendment. Seller and Buyer agree that the terms and conditions set forth herein constitute their complete and exclusive agreement regarding the subject matter of Buyer's order and supersede any prior communications, representations or agreements of the parties, whether oral or written and cannot be altered, amended, or modified except in writing executed by an authorized representative of each party.

23. Assignability. Neither party may sell, assign, or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other; provided, however, that Seller reserves the right to (a) assign its rights, duties and obligations to any party purchasing substantially all of Seller's assets and (b) subcontract the manufacture of Equipment. To the extent that assignment is permitted, this Agreement shall inure to the benefit of and be binding upon each party and its permitted successors and assigns.

24. Headings. Captions or headings are inserted only for convenience and shall not be construed as part of the foregoing terms and conditions or as a limitation upon the scope of the particular section to which they refer.

25. Buyer's Default. If Buyer defaults in any payment of performance hereunder or becomes subject to any insolvency, receivership or bankruptcy proceeding or makes an assignment for the benefit of creditors or, without Seller's consent, voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Equipment and/or parts delivered hereunder, Seller may terminate the order with Buyer and treat all amounts then or thereafter that Buyer owes hereunder to be immediately due and payable (subject only to credits required by law) or Seller, at its option, without prejudice to any other lawful remedies, may defer delivery or cancel any order then outstanding or repossess said equipment and/or parts by any means available by law. Seller shall be entitled to receive reimbursement for its reasonable and proper cancellation charges, plus, in any proceeding or action relating to a default by Buyer, Seller shall be reimbursed by Buyer for Seller's attorney's fees and cost incurred by Seller in respect thereof.

26. Assignability: No assignment of this order by Buyer without the consent of Seller in writing shall be binding. Seller reserves the right to (a) assign its rights, duties and obligations to any party purchasing substantially all of Seller's assets and (b) subcontract the manufacture of Equipment. To the extent that assignment is permitted, this Agreement shall inure to the benefit of and be binding upon each party and its permitted successors and assigns.

27. Errors. Any clerical errors are subject to correction.

DISCLAIMER

Vestil Manufacturing Corporation reserves the right to make changes in design or specifications consistent with product improvement without notification. Vestil Manufacturing Corporation strongly believes in continual product improvements to maintain a competitive advantage and bring the best value to our customers. Every effort has been made to ensure accuracy of products and specifications contained in print and on the website. Although the information represented here is presented in good faith to be correct, all measurements were taken by hand and are approximate; slight variations occur and tolerances may vary. If dimensions are critical, please contact factory for accurate tolerance.

RETURNED GOODS POLICY

- Authorization must be obtained from the factory prior to returning any merchandise.
- Authorization must be in writing (Returned Goods Authorization).
- Only standard items are considered for return.
- If your product arrives damaged, please contact the carrier that delivered your shipment within 24 hours of receipt to report damage. Please contact the carrier before contacting Vestil.
- Standard items are subject to a 20% restock fee for the term of original RGA (30 days past shipment date).
- Items will not be accepted for return after 30 days past shipment date.
- Product restock fees and return consideration are variable and are determined based on resale potential, frequency of purchase, and condition.
- Merchandise must be returned to the factory within 30 days from the date of issue of the Returned Goods Authorization or will be void thereafter.
- No special products or products that were subject to an approval drawing are eligible for return unless sent to the customer as the result of an error at the factory.
- All returns must be sent back using the specified carrier when Vestil is responsible for the return freight. If the stated carrier is not used, the return will be accepted at the customer's expense.
- All returns must have the Returned Goods Authorization paperwork prominently displayed on the largest package. Mark the Returned Goods Authorization Number on all other packages.
- The issuance of an RGA shall not be construed as an acceptance of any responsibility or liability on the part of Vestil or as a waiver of any right to make a determination as to Vestil's responsibility.
- All claims for loss, damage, or delays in transit are to be transacted by the consignee directly with the carrier.
- Claims for shortages, corrections, or deductions must be made within Five (5) days after receipt of material.
- Returned merchandise must be in resalable condition and in the original factory packaging.
- Credit will not be issued for any portion of the merchandise that is not considered resalable.
- Vestil reserves the right to inspect all returned merchandise and issue final determination as to its condition.
- Vestil reserves the right to refuse credit for returned product damaged as a result of improper customer packaging.
- Items returned to a Vestil location other than the site specified on the RGA paperwork will be assessed a \$50 re-routing fee.
- It is Vestil's discretion whether to replace, repair, or issue a credit for non-conforming products.
- Warranty verification will be determined by a technical validation of the product once the "non-conforming" item is received by our factory.
- Material shipped to Vestil without authorization and an RGA number will be accepted at the customer's expense.
- Only those materials listed on the RGA will be accepted for conditional return.

PROP 65 WARNINGS

California's "Safe Drinking Water and Toxic Enforcement Act of 1986" also known as "Proposition 65" requires businesses to provide a clear and reasonable warning before knowingly and intentionally exposing California consumers to one or more chemicals known to the state of California to cause cancer and birth defects or other reproductive harm. Just because a product bears a Proposition 65 warning does not mean that the product itself is unsafe. Proposition 65 is a "right to know" law rather than a product safety law. The intent of the law is simply to inform Californians before they possibly are exposed to chemicals that cause cancer or reproductive harm. We hope the following information helps you make well-informed buying decisions.

See page 459 for additional information.