



KH INDUSTRIES

The Permanent Name in Temporary Lighting & Power

PowerTuff™ Festoon Manual Stretch Wire Series



160 Elmview Avenue, Hamburg, New York 14075

Phone: 716-312-0088 - Fax: 716-312-0028
www.khindustries.com - info@khindustries.com



KH Industries Terms and Conditions of Sale

1. **TERMS AND CONDITIONS OF CONTRACT.** Except where otherwise provided in a written agreement duly executed by an authorized signatory of KH Industries, Inc. ("KH"), all goods and services supplied by KH pursuant to the Confirmation of Order overleaf and these terms and conditions (the "Goods") are provided subject to the details set out in the said Confirmation of Order and to the terms and conditions set forth herein. KH's ACCEPTANCE OF AN ORDER IS EXPRESSLY CONDITIONED UPON BUYER'S ASSENT TO THESE TERMS AND CONDITIONS, AND BUYER'S ACCEPTANCE OF GOODS HEREUNDER SHALL BE DEEMED AN ACCEPTANCE OF THESE TERMS AND CONDITIONS. KH specifically rejects any terms and conditions in Buyer's order or in any other document from Buyer that in any way conflict with, reduce or affect these terms and conditions.

2. **PRICES.** Unless otherwise agreed in writing, all prices are quoted F.O.B. at KH's premises in Hamburg, New York, USA. All price quotes by KH will remain valid for thirty (30) days. Thereafter, prices are subject to change without notice to Buyer. Typographic, clerical and manifest errors in any offer are subject to correction by KH at any time. The minimum billing per order is \$100 plus freight charges, orders that do not meet this minimum will be subject to a \$25 service charge.

3. **PAYMENT TERMS.** Payment for all Goods shall be made prior to shipment (either by cash, banker's draft, cashier's check, check drawn on good funds, telegraphic transfer or approved credit card) or, at the sole discretion of KH, C.O.D., unless Buyer has applied for and been granted a line of credit by KH, in which case purchases can be made up to approved credit limits with payment therefore due net 30 days. Late payments shall be charged interest at the rate of 1.5% per month. KH is entitled hereunder to delay shipment until payment monies have cleared (e.g. check has become final; credit card charge has been authorized). Credit terms are subject to change or withdrawal at any time at KH's sole discretion, regardless of prior credit arrangements. KH reserves the right to require current financial information from any buyer with an open account as a condition of the continued extension of credit. Buyer shall promptly reimburse KH in respect of KH's costs, including reasonable attorneys' fees, incurred in the collection of any monies owed to KH by Buyer. For orders invoiced or shipped outside the United States, KH will require a confirmed, irrevocable letter of credit, payable at sight in United States funds, advised and payable on an acceptable US bank. Buyer shall be solely responsible for procuring any and all necessary export, import and/or other permits. Buyer's order shall constitute a representation that Buyer is solvent, and KH is relying upon such representation. If KH at any time reasonably believes that the Buyer is insolvent or that the Buyer's credit is impaired, Buyer shall be in material breach thereof and hereof and KH may, without liability to Buyer, withhold performance hereunder, change the payment terms and/or repossess Goods delivered.

4. **ADDITIONAL COSTS & TAXES.** All prices and quotations are exclusive of sales, use, excise, duty, VAT and all similar taxes and levies. All such charges shall be for the account of Buyer and, if not included in an original invoice, may be invoiced or added to Buyer's credit card payment, if any, by KH at a later date.

5. **CHANGES; CANCELLATION OF ORDER.** If Buyer cancels or changes the order, or any part thereof, for any reason, Buyer agrees to pay cancellation charges for all costs incurred by KH due to such cancellation, including without limitation, costs incurred by KH in the design, development or manufacture of special, custom-made or custom-designed Goods, or goods altered at the request of Buyer, [plus related profit.] The costs shall include commitments made by KH to third parties for labor or materials for use in completing such order. KH's determination of cancellation charges shall be final and conclusive.

6. **SHIPPING.** Title in Goods and risk of loss or damage thereto shall pass to Buyer upon delivery thereof by KH to the carrier at FOB point. Goods shall be shipped in accordance with the information set out in the Confirmation of Order overleaf. Unless instructed otherwise by Buyer, KH may ship by any reasonable manner and routing. All shipping costs shall be for the account of Buyer. All shipments shall be insured for

their full replacement value and all such insurance shall be for the account of Buyer. [All orders are subject to KH's current shipping and handling charges.] KH shall not be liable or otherwise responsible for defaults or delays in delivery by carrier. Shipping dates set out on the Confirmation of Order are approximations only, subject to, inter alia, factory schedules and inventory. If any shipment of Goods is delayed due to any act or omission of Buyer, KH may charge Buyer reasonable storage fees in relation thereto, including without limitation, storage costs, insurance costs and cost of money. Unless otherwise agreed by KH in writing, KH, in its sole discretion, may make partial shipments of any order, for which pro rata payments shall be due and payable as indicated on the invoice issued pursuant thereto. KH reserves the right not to ship to Buyer if Buyer's account is overdue.

7. **ACCEPTANCE OF GOODS.** Buyer acknowledges that it has a duty to inspect Goods immediately upon receipt. Goods will be deemed accepted by Buyer unless notice of lawful rejection has been delivered in writing to KH within ten (10) business days after receipt thereof. Any notice of shortage must be delivered in writing to KH within three (3) business days after receipt thereof by Buyer. Any notice of damage to Goods must be delivered in writing to KH and the relevant carrier within three (3) business days after receipt thereof by Buyer. Authorization from KH must be received by Buyer in writing prior to the return of any Goods by Buyer hereunder, and Buyer shall be solely responsible for adequate packing and pre-payment of freight with respect thereto. For the avoidance of doubt, KH shall not be obligated to accept any unauthorized return of Goods, any Goods inadequately packed or Goods for which freight has not been fully pre-paid by Buyer.

8. **RETURNED GOODS.** KH may, at its sole option, agree to accept unused and merchantable Goods from Buyer, subject always to a re-stocking charge of 20%. Buyer agrees that it shall not return any Goods prior to receiving written authorization from KH so to do. Any and all returned Goods shall be shipped freight pre-paid and risk of damage or loss shall remain vested in Buyer until the relevant Goods are received, inspected and accepted by KH. For the avoidance of doubt, KH is not obligated to accept any returned Goods pursuant to this paragraph. Custom manufactured Goods are non-cancelable/non-returnable.

9. **RE-CONDITION & REPAIR.** Before shipping any Goods to KH for such repair, Buyer shall contact KH for Return Merchandise Authorization (RMA), and shipping instructions. With respect to any repairs by KH, Buyer shall be solely responsible for payment of freight charges, replacement parts, and labor costs at KH's then current prices. Any repairs to any of the Goods performed by Buyer or by third parties [pre-approved by KH] shall be carried out in strict accordance with the applicable repair manual(s), if any, published by KH from time to time.

10. **LIMITED WARRANTY; EXCLUSION OF OTHER WARRANTIES; LIMITATION OF REMEDIES; INDEMNITY.** KH warrants the Goods to be free from defects of materials or workmanship, under normal and proper use and service, for a warranty period of one (1) year from the date of shipment. If any of the Goods proves to be defective in material or workmanship within said warranty period, such Good(s) shall be promptly returned to KH, shipping charges prepaid, and if the same is determined by KH to be defective in material or workmanship, it will be replaced or repaired, at the exclusive election of KH, free of charge, F.O.B. KH's factory. If Buyer discovers that the Goods, or any of them, do not conform to the warranty specified hereinabove, Buyer shall immediately [cease using such Good(s) and] notify Seller in writing of such non-conformity, specifying in reasonable detail the nature thereof.

THIS WARRANTY IS MADE AND ACCEPTED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AS BUYER'S EXCLUSIVE REMEDY FOR ANY DEFECTS IN THE GOODS, AND ALL OTHER REMEDIES ARE EXPRESSLY DISCLAIMED.

No warranty is made by Seller for consumables or for normal wear and tear, or for Goods which have been set up, operated and/or installed other than in strict accordance with KH's

written instructions; or which have been subjected to improper installation, misuse, negligence or accident; or which have been serviced, repaired or altered improperly or by anyone other than Seller [or Buyer or third party approved by Seller, in strict accordance with the applicable repair manual(s), if any, published by KH from time to time]; or which have been used in a manner or for a purpose for which the Goods were not designed. No warranty is made with respect to any defects in the Goods due to plans or instructions supplied to Seller by or for Buyer. All other obligations and liabilities of Seller, whether directly or by way of indemnity, for special, incidental, consequential or other damages, whether based on breach of contract, warranty, tort (including negligence), strict products liability, patent or trademark infringement, or any other theory in connection with the purchase or use of the Goods, are expressly EXCLUDED. In no event will Seller be liable on any claim that Goods are defective for an amount in excess of the price paid by Buyer for the Goods. Buyer hereby expressly assumes all risk as to the suitability, performance quality and compatibility of the Goods, and in this respect the product is being provided on an "AS IS" basis. [Buyer acknowledges that some of the Goods might be used in inherently dangerous activities and, accordingly, expressly bears the risk of injury, damages and other harm to itself and to third parties arising out of use of any of the Goods in such inherently dangerous activity(ies). Furthermore, Buyer agrees to indemnify, hold harmless and keep indemnified KH for any claims, awards, damages or other costs incurred by KH, including reasonable attorneys' fees, arising out of the use of any Good(s) in inherently dangerous activities.] While KH uses reasonable endeavors to ensure the accuracy and quality of its publications, sales literature and other printed materials, from time to time errors might occur in that regard. KH therefore does not guarantee the accuracy or completeness of any publication or other informational materials.

11. **INTELLECTUAL PROPERTY.** The purchase by Buyer of any Goods hereunder does not grant to, convey or confer upon Buyer or Buyer's customers, or upon anyone claiming under Buyer, a license or any other legal interest, express or implied, under any patent right, trademark, copyright or other intellectual property right, whether registered or not and whether pending or not, in any jurisdiction, of KH covering or relating to any of the Goods or any combination or process in which any of the Goods might be or are used.

Buyer understands and agrees that KH does not warrant that the Goods are free of claims of patent, trademark, trade secret or copyright infringement by a third party. KH hereby disclaims any such warranties or indemnification for such infringement(s) or intellectual property rights.

Any rights not expressly granted herein are reserved by KH.

12. **FORCE MAJEURE.** KH shall not be liable for any failure to perform under the Confirmation of Order or these terms and conditions if it is unable to obtain parts or supplies at reasonable prices or through usual and regular sources on a timely basis, or due to any interruption of transportation, government regulation, labor disputes, strikes, riots, war, civil commotion, fire, flood, accident, storm, or act of God, or other cause beyond KH's reasonable control that renders it impractical for KH to perform.

13. **GENERAL.** This Agreement will be governed by and construed in accordance with the laws of the State of New York. The application of the United Nations Convention for the International Sale of Goods, if it would otherwise apply, is hereby expressly excluded. These terms and conditions and the Confirmation of Order overleaf set out the entire agreement between KH and Buyer relating to the Goods and supersede any prior agreement, arrangement, purchase order, correspondence, communication, advertising or representation concerning the Goods. This Agreement may not be modified or amended except by a written instrument duly executed by authorized signatories of the parties. If any provision of this Agreement is held to be invalid or unenforceable, that provision is to be given effect to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect. Notices hereunder shall be delivered in writing by registered mail to the addresses of the parties overleaf, or as notified to the other party from time to time.

1. Tools Required

1.1 Standard Tools

2. Mounting Steps

2.1 Fixing with two (2) end straining screws

2.2 Mounting of Cables

2.3 Example of Energy Supply with Flat Cables (Flat- or Round Cables, Hoses laying Side by Side)

2.4 Example of Energy Supply with Spiral Round Cables, Hoses in Extra Cable Clips

3. Special Precautions During Assembly

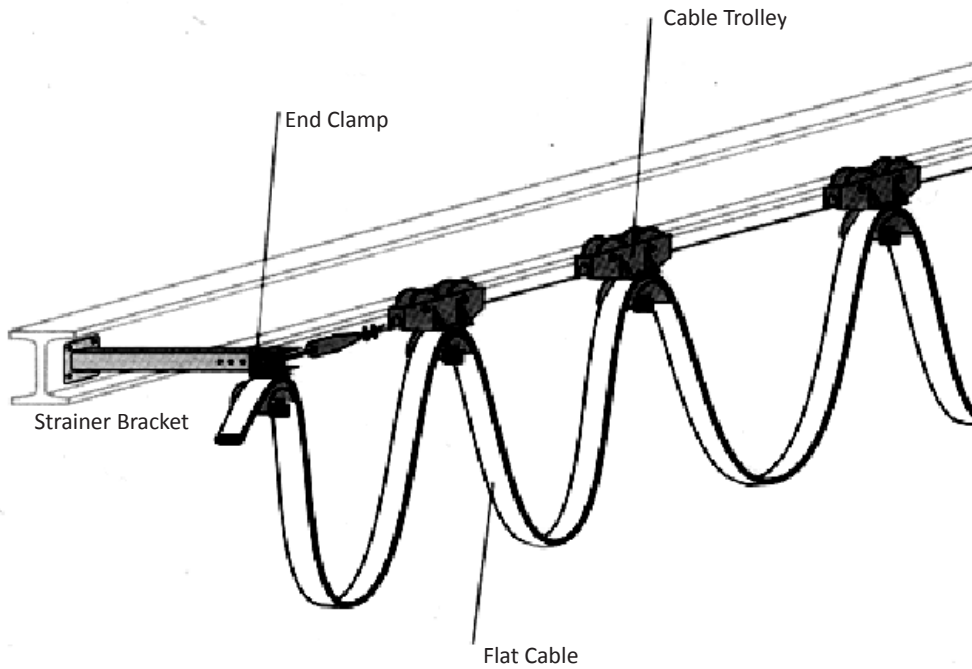
1.0 Tools Required

1.1 Standard Tools

For mounting the festoon system, standard metric tools are necessary

2.0 Mounting Steps

Illustration: Completely mounted energy supply system.



2.1.1 Fixing with two (2) end straining screws

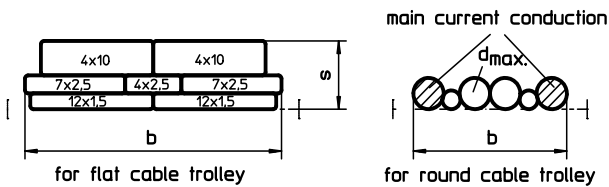
Mount both strainer brackets onto the existing construction. Next, the wire rope will be inserted into the open end of the straining screw and clamp with clips. Then, the assembled end straining screw must be inserted into the strainer bracket. Next, put the trolleys on the wire rope. Now, the second end straining screw can be assembled with the free-end of the wire rope. On the end with the power feed, install the end clamp and start to place the trolleys on the cables (please see 2.2). Finally, when all cables are fixed, the wire rope can be stretched by tightening the nut on the end straining screw.

2.2 Mounting of Cables

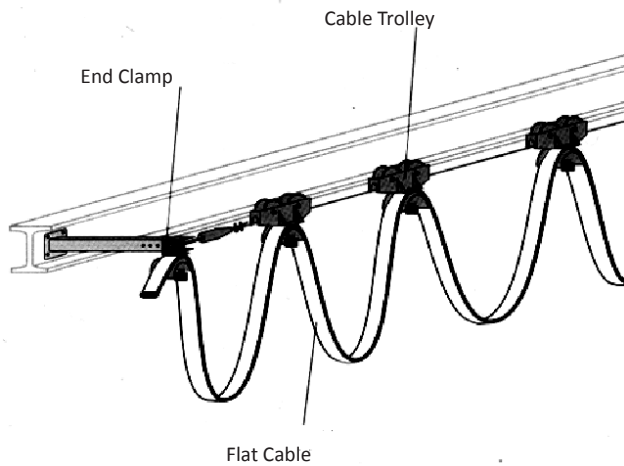
The length of cable supplied consists of a certain length for hookup at the movable end, a length required the system itself, and the length required for hookup at the fixed end. The allowance for hookup at the mobile end is to be marked (i.e. with Chalk, etc.). Marks should then be applied at the appropriate measurement points for the cable loop length (according documentation).

After all cable(s) are marked, feed each through the support saddles making sure the fixed and mobile ends are in the proper direction. Locate the termination length (marked), position it on the center line of the end clamp support saddle. Place all intermediate cable saddle marks on the center line of the appropriate intermediate trolley support saddle. This procedure must be repeated for all cables. After the cables are positioned properly, the cables are to be secured by tightening the saddle into place making sure that the marks remain at the center line.

If several flat cables are placed on a cable trolley the thickest flat cable has to be placed on top. In the case of round cables, the cable with the biggest diameter will be supported directly under the cable trolley, all others placed by smaller diameters underneath. Finally when all cables are fixed, the mobile equipment will be connected to the power feed. A trained electrician must carry out the electrical connection of the system.

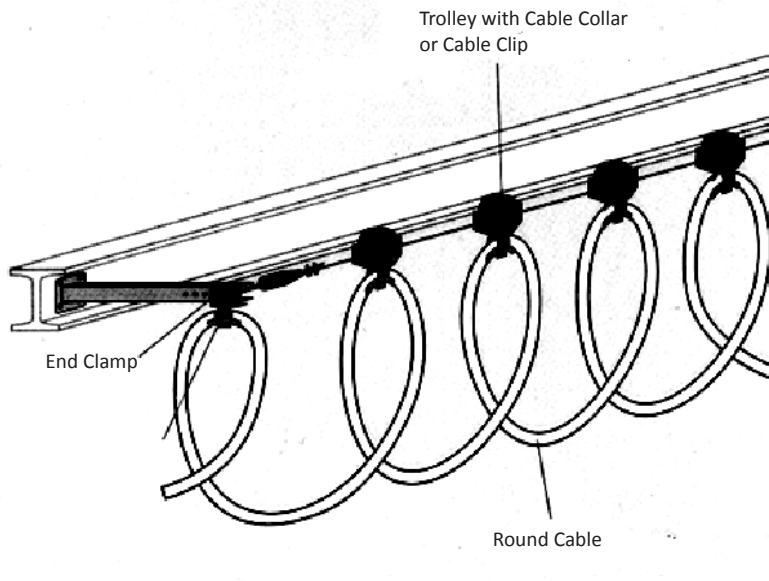


2.3 Energy Supply with Flat Cables (Flat- or Round Cables, Hoses laying Side by Side)



2.4 Energy Supply with Spiral Round Cables, Hoses in Extra Cable Clips

When using round cable, be sure the cables are inserted into the cable clips using a coiling technique and without any torsion tensions.



3. Special Precautions During Assembly

During the assembly of the wire rope system it is recommended that you check for trouble-free movement of the trolleys along the rope with the help of one of the supplied cable trolleys,