

VALLEY FORKLIFT LLC

Terms & Conditions

385-222-4526 | valleyforkliftutah.com

1. Diagnostic service and repair approval

By requesting and authorizing a diagnostic visit, the customer agrees to pay for that visit even if the customer declines further repairs. Initial diagnostic visits are billed separately from subsequent repair estimates unless an estimate expressly includes them. Diagnostic time cannot be accurately determined in advance and is billed for actual time incurred.

Diagnostic labor and travel are billed portal to portal at \$169.00 per hour. Billable time includes travel to the customer's location, all on-site diagnostic time, and return travel. Billing begins when the technician departs Valley Forklift's dispatching service location and ends upon return to that location. The dispatching location may vary by service call. The customer is responsible for the full portal-to-portal time, not solely the time spent on-site.

Any parts, materials, or other charges must be disclosed and authorized separately. Authorization for diagnosis does not authorize additional repairs; further repair work requires the customer's approval.

2. Customer and operator safety responsibilities

Training and supervision. The customer/employer is responsible for ensuring that operators are trained, evaluated, authorized, and that their training and evaluation are certified as required by 29 CFR 1910.178(l). Operators must follow the manufacturer's instructions and the customer's safety procedures. Valley Forklift's maintenance service does not replace these duties.

Pre-shift checklist. As a condition of this agreement, the customer shall require and retain a completed inspection checklist before each shift and before returning equipment to operation following service. OSHA requires examination before placing equipment in service, at least daily when used, and after each shift for round-the-clock use under 29 CFR 1910.178(q)(7). The written checklist requirement is a contractual requirement; OSHA does not specifically require a written checklist.

Inspection and routine care. Using the manufacturer's procedures and safe inspection methods, operators must check applicable engine oil, hydraulic fluid, coolant, transmission fluid and other fluid levels; visible leaks; hoses; tires; forks, mast and chains; service and parking brakes; steering; lifting, lowering and tilt controls; horn, lights and warning devices; restraints, gauges and other safety equipment. Checks must include abnormal noises, vibration, odors, smoke, overheating and warning indicators. Operators shall perform only routine care they are trained and authorized to perform; repairs and technical adjustments require authorized personnel.

Stop operation and report defects. Any leak, damaged or failed hose, unusual odor or noise, braking problem, warning indication or other suspected safety defect requires the operator to stop safely, secure the equipment, report the condition immediately and remove it from service pending evaluation. Equipment shall not return to use until necessary corrections have been made by authorized personnel and it is safe to operate. Unsafe trucks must be removed from service under 29 CFR 1910.178(p)(1) and (q)(1); fuel-system leaks prohibit operation under (p)(4).

3. Maintenance scope, adjustments and responsibility

The customer remains responsible for ongoing inspections, routine care, manufacturer-required maintenance and arranging needed repairs or adjustments outside Valley Forklift's expressly authorized scope. A service visit is not a guarantee against future leaks, hose failures, component failures or unsafe conditions arising afterward. Valley Forklift is not responsible for unauthorized or improper adjustments by the customer or third parties, or for the customer's failure to arrange needed adjustments or repairs that Valley Forklift did not agree to perform.

To the extent permitted by law, Valley Forklift is not liable for damage or loss to the extent caused by the customer's or operator's failure to inspect, maintain, report defects, obtain needed repairs or adjustments, or stop operating unsafe equipment. A leak or hose failure alone does not establish operator fault. This provision does not excuse Valley Forklift's negligent or improper work, failure to perform agreed services, or liability that cannot legally be excluded.

OSHA references: 29 CFR 1910.178(l), (p)(1), (p)(4), (q)(1), (q)(7).

www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.178

Checklist clarification: www.osha.gov/laws-regs/standardinterpretations/2004-07-28

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4. Payment terms and account review

New accounts have no established credit terms and are **cash on delivery (COD)**, with payment due upon completion of service or delivery. As a payment grace period, Valley Forklift allows **five calendar days after the invoice is sent** before treating an unpaid COD invoice as past due for purposes of the card authorization below. The invoice will state the applicable deadline. This grace period does not establish ongoing credit terms.

Following an account review and a consistent, satisfactory payment history, Valley Forklift may approve credit terms at its sole discretion. Credit terms must be confirmed in writing and will govern the due dates of invoices issued under those terms.

5. Authorization for past-due invoice charges

I authorize Valley Forklift LLC to retain my credit card payment credential through its payment processor and to charge the credit card I provide through the accompanying secure payment process **only for the unpaid balance of past-due invoices for services or goods I or an authorized customer representative approved**. The charge amount will equal the outstanding invoiced balance after payments and credits. For COD accounts, a charge may be processed only after the five-calendar-day grace period expires; for approved credit accounts, only after the written due date passes. Valley Forklift will provide an itemized invoice before charging and a receipt after charging.

I certify that I am an authorized user of this card. I agree to pay valid, authorized charges and to promptly notify Valley Forklift of billing concerns. **This authorization does not waive any dispute or other rights available under applicable law or card-network rules.** I may revoke authorization for future card charges by written notice to Valley Forklift; revocation does not cancel amounts owed or reverse charges already processed.

6. Acceptance

By accepting these Terms and Conditions through the accompanying form, I acknowledge that I have read and agree to all six sections, including the customer and operator responsibilities, maintenance scope and responsibility provisions, payment terms and credit card authorization. If accepting for a business, I confirm that I am authorized to bind that business. I also confirm that I am authorized to provide the credit card authorization for the card submitted through the accompanying secure payment process.