

TERMS & CONDITIONS OF SALE

1. **ACCEPTANCE:** All orders are subject to Seller's acceptance. Any acceptance of Buyer's order is limited to acceptance of the express terms of these Terms and Conditions of Sale contained below and on the reverse side of this form.
2. **DESCRIPTION OF GOODS:** Seller agrees to sell, and Buyer agrees to purchase the goods described on the reverse side of this form (collectively, the 'Goods').
3. (a) The term 'delivery' shall, for the purpose of these Terms and Conditions of Sale, be deemed to mean the date when the Goods are delivered f.o.b. Seller's factory. (b) Failure of Buyer to object in writing to any Goods shipped by Seller within 90 days after receipt thereof will constitute complete acceptance by Buyer of the Goods. Rejected goods must be returned to Seller within 10 days after prior written authorization from Seller's factory. Seller has the right to recondition the rejected Goods to meet requirements and to replace same within a reasonable time after receipt thereof by Seller.
4. **STORAGE:** If Buyer is unable to accept delivery of Goods at the time of completion or shipment, Seller will invoice Buyer for the full Contract Price as if shipment had been made and; (a) If Seller is able to store such Goods in its own facilities, Buyer will pay Seller the reasonable handling and storage charges for the period of such storage; (b) If Seller is unable to store such Goods in its own facilities, Seller reserves the right to arrange handling and storage in a suitable bonded warehouse for the Buyer at Buyer's expense. In cases where handling and storage become necessary, in Seller's judgement, it will become the responsibility of the Buyer to notify Seller when shipment is to be made and the destination. Seller will make the necessary arrangements for shipment.
5. **CONTRACT PRICE:** Goods delivered under any order hereunder shall be invoiced at the Seller's price in effect at the time of shipment. All quotations by Seller are subject to change or withdrawal without prior notice to Buyer unless stated specifically in the quotation. Quotations are made subject to approval by Seller of Buyer's credit. Fulfillment of the order is contingent upon the availability of materials. Any Goods shipped will be billed at the price prevailing at the time of shipment. Notwithstanding the f.o.b. terms above and in Article 6 hereof, it is agreed that legal title to and all right of loss of the Goods shall remain with Seller until the point where the Goods have left the Seller's factory.
6. **PAYMENT TERMS:** All amounts payable hereunder shall be paid not later than thirty (30) days after date of the invoice therefor.
7. **BUYER'S OBLIGATIONS:** Buyer shall, at the sole risk and expense, be required to arrange for or provide transportation of the Goods from Seller's factory to Buyer's plant or other destination.
8. **WARRANTY MATTERS:** (a) Seller warrants its merchandise shall at the time of shipment be free from defects in material, but the foregoing shall be subject to Seller's normal manufacturing tolerances. The foregoing warranty shall not extend to any merchandise that has been altered following delivery to Buyer or Buyer's designee. The results of ordinary wear and tear, neglect, abuse, accident, improper storage or maintenance, abrasive or chemical action shall not be considered a defect under the foregoing warrant. Seller's only obligation shall be to replace such quantity of the product proved to be defective. Before using, user shall determine the suitability of the product for its intended use and user assumes all risk and liability whatsoever in connection therewith. Also, seller shall not be liable either in tort or in contract, for any loss or damage, direct, incidental, or consequential arising out of the use or the inability to use the product. (b) The foregoing warranties, obligations, liabilities, rights, and remedies, are exclusive and in substitution for, and the parties hereby expressly waive any and all other warranties, obligations, liabilities, rights and remedies, including any implied warranty of merchantability or fitness for a particular purpose.
9. **QUANTITY VARIATION:** The buyer agrees to accept 10% over-shipment or under-shipment on an order for Goods to Buyer's specification. Goods requiring special material or Goods that are uncontrollable in the course of manufacture, so that such over or under-production may result.
10. **FORCE MAJEURE:** (a) If the performance by either party at all of any of its obligations under these Terms and Conditions of Sale (other than the making of any payment required to be made by such party hereunder) is delayed due to any cause or causes beyond the reasonable control of such party, said party shall not be deemed to be in default or breach on account of such delay, and the time for said party's performance shall be deemed extended to the extent of such excusable delay. The party so delayed shall use the best reasonable efforts to avoid the cause(s) of such delay, shall give notice of any such delay to the other party hereto as soon as practicable, and shall resume the performance promptly after the removal or cancellation of said cause(s) of delay. In the event of termination by (i) either party by reason of Buyer's delay in performance, or (2) the Buyer by reason of Seller's delay in performance, it is understood and agreed that Buyer shall pay Seller's reasonable costs and expenses incurred or committed prior to the date of such termination in respect of all work and services performed by Seller under these Terms and Conditions of Sale. Buyer agrees to pay such costs and expenses promptly following receipt of Seller's invoice therefor, which shall be submitted as soon as practicable after such termination.
11. **CANCELLATION:** (a) In the event of a cancellation or termination of these Terms and Conditions of Sale by the Seller hereunder (excluding a termination pursuant to Article 14 hereof or any termination or cancellation parallel by applicable law for the material breach by Seller of the obligations under these Terms and Conditions of Sale. Buyer shall as a condition of such cancellation or termination be obligated to pay Seller's reasonable costs and expenses incurred or committed prior to the date of such termination or cancellation in respect of all work and services performed by Seller under these Terms and Conditions of Sale, plus a reasonable allowance in respect of Seller's anticipated profit. Buyer agrees to pay such costs and expenses plus allowance for Seller's anticipated profit (less the amount of any down payment or progress payments received from Buyer prior to such termination in respect of undelivered goods and/or unfurnished services), promptly following receipt of Seller's invoice therefor, which shall be submitted to Buyer as soon as practicable after such termination or cancellation. (b) Seller may cancel these Terms and Conditions of Sale at any time if Seller reasonably determines that its performance hereunder is commercially impractical.
12. **ASSIGNMENT.** These Terms and Conditions of Sale may not be assigned, in whole or in part, by either party except with the prior written consent of the other party.
13. **ENTIRE AGREEMENT.** These Terms and Conditions of Sale contain the entire agreement between the parties hereto concerning the subject matter hereof, and supersede all prior offers, proposals, understandings, representations or agreements, oral or in writing, dealing with or in any manner pertaining to the subject matter of these Terms and Conditions of Sale.
14. **NOTICES:** (a) All notices required to be given pursuant to these Terms and Conditions of Sale shall be in writing and may be given by prepaid airmail, cable, fax or other telegraphic means of communication, addressed to the appropriate party at the address set forth in the face of this form. (b) The effective date of any notice given hereunder shall be the date on which it is received by the addressee; provided, further that any such notice sent by prepaid airmail shall in any event be deemed to have been received ten (10) days after it is delivered to the postal authorities in the country of the party sending such notice.
15. **GOVERNMENTAL REQUIREMENTS:** Each party agrees to furnish upon request all reasonable cooperation to the other party in support of such other party's efforts to obtain any necessary consents, approvals, waivers, licenses, permits, visa or clearance from appropriate governmental authorities, agencies or officials in connection with the exporting or transporting of the Goods under these Terms and Conditions of Sale.
16. **GOVERNING LAW:** These Terms and Conditions of Sale shall be governed by the law of the State of Michigan (USA) including its provisions of the Uniform Commercial Code but excluding its conflicts of law rules. Buyer hereby assents to the Jurisdiction of the courts of the State of Michigan (USA) and hereby appoints the Secretary of State of the State of Michigan as the agent for service of process.