

**1. Entire Contract:** When Buyer accepts Company's proposal the Terms and Conditions set forth herein constitute the exclusive terms and conditions of the contract and no other terms and conditions set forth in Buyer's request for quote, acceptance or otherwise shall constitute part of the contract unless specifically approved by Company in writing.

**2. Prices and Taxes:** In the event the Company's Proposal and Offer and/or Buyer's order provides for deliveries later than 30 days from the date of Company's Quotation, the prices quoted are subject to escalation to Manufacturers prices in effect at the time shipment is made, except in cases where the Company has agreed in writing, to waive such escalation. Company may withdraw its Proposal at any time upon notice to Buyer. Unless otherwise stated in the quote, prices quoted are F.O.B. shipping point. Unless otherwise agreed by the Company in writing, any local, State or Federal tax levied on the products covered by the quote may be added to the amount due from Buyer and in any event shall be the sole responsibility of the Buyer.

**3. Delivery:** Any dates or schedules which may be specified for the delivery of the products covered hereby have been stated only approximately and are estimated from the date of receipt of Buyer's order with complete drawings, specifications, designs, samples and other Information reasonably requested by the Company in order to proceed with the manufacture and/or order of the products and the Company shall not incur any liability, either direct or indirect, nor shall any order be cancelable because or as a result of any delays in meeting such dates or schedules. In the event the product has to be returned to Company because of Buyer's refusal to accept delivery or inability of carrier to complete delivery, Buyer shall be responsible for additional transportation, storage and handling charges incurred.

**4. Payment Terms:** Terms of payment, unless otherwise stated, are net 30 days after date of invoice. There will be a 1 ½% monthly interest charge on accounts not paid 30 days after date of invoice.

**5. Force Majeure:** The company shall not be responsible nor liable for any delays or failures in manufacture or delivery due to any cause or condition beyond the control of the Company, including without limiting the generality of the foregoing, strikes or other labor difficulties, fire, flood, inability to secure transportation facilities, actions of the elements, shortage of materials or equipment, action of any governmental authority, riots or other civil commotion, and war.

**6. Law, Ordinances and Regulations:** The Company shall utilize reasonable efforts to cause products manufactured or designed by it to comply with its Interpretation of federal safety regulations and insurance codes of a national scope. However, the Company shall not be responsible for compliance with local interpretation of federal safety regulations or insurance codes, nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect with respect to the products, unless such responsibility shall be expressly assumed by the Company in writing. Further, the Company shall have no responsibility whatever for compliance with such laws, etc. by products manufactured or designed by others.

**7. Changes in detail of design:** The Company and/or its suppliers shall be entitled to make any and all changes in details of design, fabrication or arrangement of the products as the Company in its sole discretion determines will constitute an improvement upon the products or any specifications of designs previously furnished to the Buyer.

**8. Products made to buyers specifications:** The Company makes no warranty whatsoever, except as to title, with respect to products manufactured and/or designed to Buyer's own specifications and the Buyer shall, at its own expense, defend and save the Company harmless from and against any claim suit, expense or otherwise which shall be asserted or brought against the Company by reason of its manufacture or sale of such products.

**9. Warranty:** The Company makes no warranty whatsoever concerning products manufactured by others, but will extend to Buyer such warranties respecting such products as are permissible under the terms thereof. The Company will repair or replace products manufactured by It provided Buyer shall have notified Company of such defect within one (1) year from date of

shipment and shall have returned the same at Buyer's expense when such defects are due to defective material supplied by the Company or defective workmanship of its employees, provided the products shall have been properly assembled and utilized by Buyer in accordance with the Company's design thereof and instructions relating thereto, it being understood that the foregoing warranty shall be of no effect whatsoever in the event any changes are made in the products prior to or in connection with their assembly or use.

**10. Exclusion of other warranties:** Except for the express warranty as described above, there are no warranties, including any implied warranties as merchantability or fitness for any particular purpose, which extend beyond the description of the products covered by Company's quote. No warranties or representations at any time made by any representative of the Company shall be effective to vary or extend the above referenced express warranties or any other terms hereof.

**11. Liability limitation:** In no event shall the Company be liable for consequential, incidental or special damages resulting from or in any manner related to the products, the design, use, or any inability to use the same, including, without limitation, damages arising out of or in any manner relating to the delivery of the products or any delay with respect to their delivery, it being understood that the sole and exclusive remedy with respect to defective products manufactured by it shall be the repair, correction or replacement thereof pursuant to the "Warranty" provisions hereinabove contained. Should the products prove so defective however, as to preclude the remedying of warranted defects by repair or replacement, the Buyer's sole and exclusive remedy shall be the refund of the purchase price of the defective products involved upon the return of the products to the Company.

**12. Intended use of products:** The products covered hereby are designed and have been offered for only those applications specified in the Company's Proposal and offer. The above-stated "Warranty" provisions, as well as all other obligations of the Company to Buyer, respecting the products, are subject to the use of the products for only such applications.

**13. Cancellation or changes of orders:** No orders may be withdrawn or cancelled by the Buyer nor may they be deferred when ready, unless the Company shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Company. In the event Buyer shall request changes in its order after receipt thereof by the Company, Buyer shall be responsible for all charges reasonable assessed by the Company with respect to such changes.

**14. No protection from claim of infringement:** The Company makes no representation or warranty that the delivery or subsequent use of the products ordered shall be free of the claim of any third party by way of infringement.

**15. Applicable law:** The terms and conditions applicable to the transaction provided for herein shall be determined and construed in accordance with, and shall be governed by, the laws of the State of Michigan and Buyer and the Company agree to submit to the jurisdiction of the appropriate State or Federal Court within Michigan for purposes of resolving any dispute or claim arising in connection with said transaction. Both Company and Buyer waive any right to trial by jury.

**16. Certificate of Compliance:** Company certifies that the goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof and meet the requirements and specifications of the standards under the Occupational Safety and Health Act of 1970.

**17. Nuclear indemnity:** If the products are to be used in any nuclear installation or activity, then Buyer or the ultimate user (i) shall secure and maintain the maximum nuclear property carnage liability insurance protection available, (ii) shall enter into and maintain a government indemnity agreement and (iii) shall waive and require its insurers to waive all rights of recovery and subrogation against the Company for, and shall indemnify and hold the Company harmless from and against, any claims, losses or damages (including consequential or special damages of any kind) arising out of a Nuclear incident as the term is defined in the Atomic Energy Act of 1954, as amended.