



TERMS AND CONDITIONS OF SALES

- 1) **SALE:** Purchaser agrees to purchase and Seller agrees to sell the goods described on the reverse side hereof for the purchase price therein specified.
- 2) **EFFECTIVE DATE:** This agreement shall become effective upon the date of issuance of an invoice by Seller to Purchaser.
- 3) **PRICE:** Purchaser agrees to pay the net purchase price specified on the invoice in accordance with stated terms on the document. The Purchaser agrees to be responsible for and to pay in full all federal, state, municipal or other government taxes now in force or enacted in the future and arising out of the Agreement or to provide Seller with an appropriate Exemption Certificate. All transportation, shipping, and delivery changed shall be paid in accordance with stated terms on this document.
- 4) **LIMITED WARRANTY:** Seller warrants the goods sold hereunder to be free from defect in materials and workmanship for a period of one (1) year from the date of delivery to Purchaser. Seller's liability under this warranty shall be, at Seller's option, to refund the purchase price, upon return of the nonconforming goods or to repair or resupply a like quantity of non-defective goods, provided, however, that Seller shall have no such liability except when the damage or claim results solely from defective goods resulting from normal use, service or installation by Purchaser. The foregoing remedies are agreed to be the exclusive and sole remedies for breach of this agreement by Seller. This limited warranty covers goods when used by Purchaser according to manufacturer's recommended use guidelines. This limited warranty does not apply to goods that have been subjected to misuse, misapplication, neglect, accident, or abnormal conditions of storage and handling; to goods that have been repaired, modified or altered by anyone other than Seller; or to goods that have had the serial number(s), other identification, or copyright altered or removed. This warranty runs to Purchaser only.
- 5) **EXERCISE OF WARRANTY:** The limited warranty provided in paragraph 4 shall be exercisable only upon the following conditions.
 - a) Defects in material must have existed at the time the goods left point of shipment from Seller; and
 - b) Purchaser must provide Seller with written notice of the defect within thirty (30) days of the date that the defect to which each claim related is discovered or should have been discovered; and
 - c) Seller must be given the opportunity to confirm the alleged defect found by Purchaser: and
 - d) No claim may be brought or pursued for recovery under this warranty more than (1) year from the date of delivery to Purchaser.
- 6) **DISCLAIMER OF WARRANTIES:** Except as otherwise stated above, Seller makes no express or implied warranties regarding the goods, including, without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose. In no event shall Seller be liable for any incidental, consequential or other damages for any alleged negligence, breach of warranty, strict liability or any theory, other than the limited liability set forth above. Incidental and consequential damages shall not be recoverable, even if the resupply remedy fails of its purpose or for any other reason.

Some states do not allow limitations on the length of a limited warranty or the exclusion or limitation of incidental or consequential damages, and the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
- 7) **DELAYS:** Seller shall not be liable for any delay in the performance of this agreement or in the delivery or shipment of goods or for any damages suffered by Purchaser or any other party by reason of such delay when such delay is directly or indirectly caused or arises from fire, flood, civil unrest, acts of God, governmental interference, strikes, material or inventory shortages, transportation delays, manufacturer's delays, or any other cause beyond Seller's reasonable control.
- 8) **DEFAULT:** In the event of a breach of Purchaser of any provision of this agreement, and in addition to all other remedies afforded by law or in equity, Seller shall be entitled to have Purchaser pay to Seller, Seller's actual attorney fees and legal costs in enforcing this agreement after breach by Purchaser.
- 9) **TERMINATION:** Seller may, at its election, terminate this agreement immediately upon the happening of any one of the following events:
 - a) Default by Purchaser in the performance of any obligation contained or referred to herein; or
 - b) Commencement of a proceeding in bankruptcy by or against Purchaser; or
 - c) Involuntary or voluntary dissolution of Purchaser; or
 - d) Assignment by Purchaser for the benefit of creditors; or
 - e) Appointment of a receiver for Purchaser's property; or
 - f) Performance is rendered burdensome through fire, accident, flood, civil unrest, acts of God, government interference, strikes, material or inventory shortages, transportation delays, manufacturer's delays, manufacturer's price escalation, or any other cause beyond Seller's reasonable control.
- 10) **ASSIGNMENT:** This agreement and all rights hereunder may not be assigned, sold, or otherwise transferred in whole or in part by Purchaser without the prior written approval of the Seller.
- 11) **GOVERNING LAW:** This agreement is made in the State of Michigan and shall be governed by and construed in accordance with the laws thereof, which laws shall prevail in the event of any conflict.
- 12) **MODIFICATION AND WAIVER:** This agreement may not be modified except upon written approval of the parties hereto. The failure by Seller to require strict compliance with any provisions of this Agreement shall not be deemed a waiver of such provision or any other provision hereof.
- 13) **NOTICES:** All notices to be given under this Agreement shall be in writing and shall be effective when hand delivered or on the date upon which such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested. Each notice shall be sent to the respective party at the address indicated on Seller's invoice.
- 14) **SAVINGS CLAUSES:** if any term or provision of this Agreement shall be found to be illegal or unenforceable by a Court of competent jurisdiction, then notwithstanding such illegality or unenforceability, this agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.
- 15) **MERGER CLAUSE:** This agreement and the attached invoice contains the entire agreement between the parties hereto, and no representations, statements or inducements not contained herein shall be binding on the parties.