

GENERAL TERMS AND CONDITIONS OF SALE

1. **Sale of Products/Scope.** The sale of products or services (collectively,

estimates or forecasts are provided for estimation of output only and, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time. Seller makes no representation, warranty, condition, guaranty or commitment, express or implied, regarding any estimates or forecasts provided to Buyer, including the accuracy or completeness of the estimates or forecasts.

4. **Allocation**. In no event shall Seller be required to sell a greater number of Products than it shall have available or allocated for such purposes. If Seller is unable to supply the total demands for any of the Products, Seller shall have the right to allocate its available supply among its customers in such manner as Seller shall deem to be fair and equitable. In not event shall Seller be obligated to purchase Products from others in order to enable it to deliver Products to Buyer.
5. **Technical Information**. (a) All specifications, drawings, schematics, tests,

any Licensed Product and Buyer irrevocably grants to Seller all right, title and

permanent foundation, building or structure, or for what purpose the Products may be used. Buyer will maintain the Products in a segregated area and not commingle any Products which are not fully paid. Buyer will not sell, exchange, transfer, convey, mortgage, pledge, hypothecate, or grant a security interest in unpaid Products and will advise Seller immediately in writing of any damage to, change in location of, or seizure of, any unpaid Products. Buyer will insure such Products for damage or loss (including theft) in an amount not less than replacement value.

10. **Acceptance of Products.** All drawings, specifications, technical documentation, samples, prototypes and Products are approved and/or accepted by Buyer if Buyer does not provide Seller a written objection and/or rejection within 10 days of receipt or other reasonable time established in writing by Seller. Failure to provide written objection and/or rejection will constitute an irrevocable acceptance by the Buyer of the Products. Any written objection and/or rejection must state with specificity all defects and non-conformities upon which Buyer will rely to support its rejection of the Products. ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SPECIFIED ARE WAIVED BY BUYER. If Buyer rejects the Products and, if requested by Seller, Buyer will return them to Seller at Buyer's cost, within three days, or Buyer has irrevocably accepted the Products. No attempted revocation of acceptance will be effective, and Buyer will be limited to any available remedies specifically provided in the Terms for

replacement or repair of a claimed defective Product shall not have the effect of extending this Warranty period. The Warranty is valid only if Buyer (a) notifies Seller in writing within 30 days from discovery of any alleged nonconformity; (b) the Products are returned to Seller for inspection and testing; (c) Seller's ' inspection discloses to its satisfaction that any alleged nonconformance are material and have not been caused by misuse, neglect, wear and tear, improper installation, unsuitable storage, repair, alteration, or accident; and (d) the Products were installed, maintained and used in accordance with Seller instructions, if any.

13. **Disclaimer of Warranties**. Seller is not responsible for any errors or omissions or for any loss or damage resulting from reliance on catalogues, brochures, price lists or other information provided to Buyer from Seller , including descriptions, shipping specifications, technical advice, illustrations, representations as to quality or capabilities (whether oral or in writing), or any other information unless otherwise set forth in these Terms. THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS

or as an element in an overall combination; (d) Buyer's alteration, processing, modification, assembly or reassembly of the Products, supplies or materials used in connection with the Products, or parts manufactured with the Products, (e) negligence of Buyer.

16. **Termination.** These Terms are subject to Seller's' revocation or cancellation at any time, without liability, provided that Seller completes all current orders in process at the time of cancellation. Buyer may cancel its order for Products prior to its completion by immediate payment to Seller of Seller's' cost of manufacture and liquidated damages (including labor, engineering, materials, Tooling, equipment time, overhead) computed using Seller's' standard internal costing procedures, plus 15% of the sales price for the Products. Cost of manufacture includes all materials or services that Seller has ordered and that cannot be canceled and all costs incurred in canceling such orders. Seller may retain without cost all materials and partially completed Products on cancelled orders.
17. **Applicable Law and Jurisdiction.** These Terms will be governed by the laws of the State of Michigan without regard to rules pertaining to conflicts of law. The federal, state and local courts located in the State of Michigan will have exclusive jurisdiction for any disputes relating to these Terms. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. If any provision is or becomes invalid or unenforceable under any law, the remaining provisions will be in full force and effect as written.
18. **Dispute Resolution.** The parties will attempt to resolve any dispute involving

or governmental agency. In the event of such a delay, delivery will be deferred for a period of time equal to the time lost due to the delay. Seller will notify Buyer in writing within a reasonable time of any such event. In no event will Seller be liable for late deliveries.

D. **Modification and Waiver.** No modification or waiver of the Terms will be binding upon Seller unless approved in writing by one of Seller's' authorized representatives, or will be affected by the delivery of Product or the acknowledgment or acceptance of purchase order forms, invoices, shipping papers or other documents containing other or different terms whether or not signed by an authorized representative of Seller.

E. **Choice of Language.** The parties confirm that it is their express wish that this agreement, as well as any other documents relating to this agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.