

GENERAL TERMS AND CONDITIONS OF SALE

1. **Sale of Products/Scope.** The sale of (e s)cS

factors, variables and assumptions, some or all of which may change over time. Seller makes no representation, warranty, 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 no event shall

in any modifications to a Licensed Product. (b) Seller grants Buyer a non-exclusive license for internal use only and to make one back-up copy for archival purposes only, provided that copyright notices and other proprietary legends remain on such copy. (c) For Licensed Products imbedded in Products, Seller grants Buyer a non-exclusive right to use such Licensed Products in conjunction with the Product. (d) If Buyer is in default of any of the terms and conditions of these Terms, the rights granted in this paragraph 6 will terminate immediately without notice of any kind. Upon termination, Buyer will return to Seller all Licensed Products that are subject to return.

7. **Changes to Products.** At its sole discretion, Seller may make changes to the Products in accordance with Buyer's instructions or requirements or as Seller deems necessary, including changes to the design, color, performance, dimensions and compositions of the Products.

8. **Packaging and Delivery.** (a) Buyer must not alter or distort, in part or in full, the packaging, markings, numbers, or consistency of the Products as they exist at the time of delivery, or sell the Products in other than their original, unaltered packaging or use those which may have been altered or distorted in any way. (b) Without prejudice to the above, Buyer is responsible for ensuring that the Products comply with the rules and standards governing the labeling and marking of products in force in the country of import. (c) All export and import permits and licenses and the payment of all export and import duties and customs fees will be the responsibility of Seller, if Seller is delivering the Products within the United States. All export and import duties, fees, permits, licenses, etc. for Products delivered outside of the United States will be the responsibility of Buyer. (d) Products will be delivered F.O.B. Seller's facility. (e) Seller may elect to deliver the Product in installments. Each installment will be considered a separate sale and Buyer will pay for each installment in accordance with these Terms. Any Products

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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.

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, abnormal usage, neglect, wear and tear, improper installation, unsuitable storage or maintenance, damage due to environmental and natural elements, 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 THESE TERMS ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (OTHER THAN THE WARRANTY OF TITLE AS PROVIDED BY THE UNIFORM COMMERCIAL CODE IN EFFECT IN MICHIGAN), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAID WARRANTIES BEING EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCES SHALL SELLER BE HELD RESPONSIBLE FOR THE PERFORMANCE OF PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT UNLESS SUCH COUNTRY IS SPECIFICALLY NOTED ON A WRITTEN DOCUMENT FROM BUYER TO SELLER AND SUCH DOCUMENT WAS ACCEPTED IN WRITING BY SELLER.

