

## TERMS AND CONDITIONS OF SALES, SERVICE AND RENTAL

**The Agreement.** The agreement between Seller and Buyer with respect to the sale of goods, provision of services, or rental of equipment described on the reverse side hereof shall consist only of the terms appearing hereon and on the reverse side together with any terms mutually agreed to in writing hereafter by Seller and Buyer. Seller objects to and shall not otherwise be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to Seller. This agreement shall be for the benefit of Seller and Buyer only and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Seller, to the extent they differ from, modify, add to or detract from this agreement, shall not be binding on Seller. There are no agreements, promises or understandings, either verbal or written, that are not fully expressed herein. No affirmation, representation or warranty concerning the goods, equipment or services made by an agent, employee or representative of Seller shall be binding on Seller unless the affirmation, representation or warranty is specifically included within this written agreement. No statements, recommendations, or assistance by either party has been relied upon by either party or shall constitute a waiver by either party of the provisions hereof.

**Billing; Payment.** Unless otherwise agreed, payment is due in U.S. Dollars within 30 days of the date of shipment. Charges for services are due within 30 days of service provided. Unless otherwise provided on the reverse side hereof, any taxes upon the production, sale, or use of the goods are not included in the price and such taxes, wherever levied and whether imposed before or after payment of invoice, shall be paid by Buyer.

If the Buyer becomes bankrupt or insolvent, or a proceeding is brought by or against Buyer under such laws, Seller may cancel any outstanding orders and all product delivered to Buyer may be collected by Seller at which point it will be considered that ownership was never acquired by Buyer. Buyer expressly acknowledges that its payments hereunder represent a contemporaneous exchange for new value.

**Rental Billing.** Rental equipment picked up or delivered after 3 p.m. will start billing on the following business day. Rental equipment returned before 10 a.m. will bill as if returned the previous business day. All rentals will have a one day minimum. Rental dates used for orders shipped in or out of Seller are to be determined at time of booking. Payment of rental charges is due within 30 days of the return of the rental equipment. Rental of equipment may require a credit card to secure the rental at time of delivery. Rental periods of longer than one month will be invoiced on a monthly basis. Payment of such invoices is due within 30 days of invoice date.

**Late Payment; Collection Costs.** Interest in the maximum amount permitted by law may be charged on invoices more than 60 days past due. Buyer shall reimburse Seller for all costs and expenses incurred in the collection of amounts past due, including but not limited to collection agency charges and attorneys' fees and court costs.

**Shipping.** Shipment shall be F.O.B. origin, with the carrier selected by Seller unless otherwise agreed in writing prior to shipping. Title and risk of loss shall pass to Buyer at point of shipment. Shipping dates are approximate and estimated, not guaranteed. Unless otherwise provided on the reverse side of this agreement, Buyer assumes the obligation to pay for all loading, unloading, handling, insurance and other charges related or incidental to shipping.

**Force Majeure.** Seller shall not be liable for delay or failure to deliver or perform resulting from fire, flood, explosion, strike, accident, foreign or domestic embargo, seizure, acts of God or nature, war, insurrection, strikes or other labor difficulties, shortage of labor, fuel, power, material or supplies, transportation delays, or the like. In the event delivery or performance is suspended or delayed by reason of force majeure, Seller has the option to terminate this agreement or delay

delivery or performance until the disability ceases to exist. If Seller has an inadequate supply of product due to force majeure, Seller may allocate its supply among its customers.

**Limitation of Warranty and Liability.** Seller warrants that the parts, product, equipment and services provided shall be free of defect in workmanship under normal operating conditions. Notwithstanding the foregoing, Buyer shall have 30 days in which to inspect and reject any non-conforming goods. Any notice of rejection must be in writing and identify all non-conformities. Buyer acknowledges that its failure to reject any non-conforming goods within 30 days of delivery shall be deemed an irrevocable acceptance of the goods in the condition delivered. Seller's warranty does not extend to goods subjected to misuse, neglect, accident or improper installation, maintenance or operation, or which have been subject to unauthorized alteration or repair. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER EXCLUDES ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. Seller shall not be liable for indirect incidental or consequential loss, nor shall Seller's liability on any claim for damages arising out of or related to this agreement exceed the amounts theretofore paid by Buyer to Seller. Seller shall not be liable for failure to perform its obligations under this agreement resulting directly or indirectly from circumstances beyond Seller's reasonable control.

**Exclusive Remedy.** The exclusive remedy of the Buyer or user, and the limit of Seller's liability for any and all losses, injuries, or damages concerning the goods or services provided, shall be the return of goods to Seller and a refund to Buyer of the purchase price or other amounts paid by Buyer to Seller hereunder. Return of goods nevertheless requires Seller's prior authorization, which authorization may be granted or withheld at Seller's sole discretion. Unless Seller agrees otherwise, such return shall further be made at Buyer's sole cost, expense, and risk of loss, including transportation, handling and insurance, and shall be subject to such restocking fee as Seller shall determine to be appropriate under the circumstances. Buyer warrants that all goods returned to Seller will be in the same or better condition than the condition in which they were delivered to Buyer.

**Indemnification.** Buyer releases and agrees to indemnify and hold harmless Seller from any liability or claim for damage, loss or expense arising directly or indirectly from the use or other disposition of the goods purchased from Seller hereunder. Buyer further agrees to indemnify and hold harmless Seller against all claims, costs, or damages, of whatever nature and however caused, arising out of the use of any equipment supplied by, rented from, and or repaired by Seller.

**Export Orders.** Buyer shall be responsible for obtaining any license to import the product into the country of destination and shall pay all taxes, duties and tariffs necessary to import such products into such country.

**Contractual Limitations.** Any action by Buyer for breach of this agreement, including any breach of warranty, must be commenced within one year after the cause of action has accrued.

**Governing Law; Jurisdiction.** This agreement shall be governed, construed and interpreted under the laws of the State of Michigan. Buyer consents to the jurisdiction of any state or federal court located in the State of Michigan with respect to any claims arising out of or related to this agreement.

**Amendment; Waiver.** These terms and conditions may not be amended, modified or its terms waived, except in a writing signed by Seller.