

STANDARD TERMS AND CONDITIONS

1. Our acceptance of your Purchase Orders is given subject to all of the terms and conditions on the face and reverse side hereof, all of which are accepted by you, supersede your purchase order forms, if any, and constitute the entire contract between us. Your acceptance of all of these terms and conditions shall be deemed given when you have accepted delivery of any part of the goods specified herein or when you have otherwise indicated acceptance of the terms hereof. These terms supersede all prior written understandings, assurances, and offers, and we do not agree to, and hereby reject, all terms and conditions that may be contained in any of your purchase order forms that are additional to, different from or conflicting with the terms and conditions contained herein.
2. Delivery terms are F.O.B. our plant in Lapeer, Michigan. All risk of loss or damage in transit shall be borne by you.
3. We warrant that the goods sold hereunder shall be produced in accordance with our standard practices and that the goods will conform to all specifications we expressly agree to in writing, subject only to those tolerances and variations consistent with normal trade practice. THIS WARRANTY IS EXCLUSIVE, AND IS IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL OR IMPLIED), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED.
4. We shall not be liable for the failure to deliver or delays in delivery occasioned by strikes, lockouts, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond our control.
5. You are required to inspect the goods sold hereunder immediately upon arrival at your plant, and you must, in writing 10 days from the date of arrival give written notice to us of any matter or thing by reason whereof you may allege that the goods do not conform to the specifications set forth in our contract. If you fail to give such notice, the goods shall be deemed to be in all respects in conformity with the terms of our contract, and you shall be bound to accept and pay for the same accordingly.
6. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY YOU AND UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE GOODS IS A CONSIDERATION IN LIMITING OUR LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS CONTRACT MAY BE BROUGHT BY YOU MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
7. If you fail to make any payment required by our contract when due, or if you otherwise breach the terms of our contract, we shall be entitled to exercise all of the rights and remedies afforded to us by law, including those rights and remedies afforded to us pursuant to the State of Michigan's enactment of the Uniform Commercial Code. In addition to all other remedies afforded to us by the law, we may cancel the contract or sell all or any part of the undelivered goods without notice at public or private sale holding you responsible for any deficiency or we may recover from you the contract price for the goods sold to you. We shall further be entitled to recover (in addition to all other damages provided to us under the law) all incidental damages we sustain, including the reasonable cost of storing or caring for such goods on our premises, until such time as we have effected resale or otherwise reasonably disposed of such goods. These costs will be computed on the basis of charges made by private or public warehousemen in our community for similar services of storage and care.
8. We reserve the right at any time to revoke any credit extended to you because of your failure to pay for any goods when due or for any other reason deemed good and sufficient by us, and in such event all subsequent shipments must be paid for on delivery. Furthermore, if you become bankrupt or insolvent, we shall have the right to suspend further deliveries hereunder until such time as you have made adequate arrangements for payment on delivery.
9. We shall indemnify you against any judgment for damages and costs that may be rendered against you in any suit brought on account of the alleged infringement of any United States Patent by any goods supplied by us hereunder, unless made in accordance with materials, designs or specifications furnished or designated by you, in which case you shall indemnify us against any judgment for damages and costs that may be rendered against us in any suit brought on account of the alleged infringement of any United States Patent by such product or by such materials, designs or specifications; provided that prompt written notice be given to the party from whom indemnity is sought of the bringing of the suit and that an opportunity be given such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending it shall be rendered. Neither we nor you shall in any event be liable to the other for special, indirect, incidental, or consequential damages arising out of or resulting from infringement of Patents.
10. No change, modification or waiver of any of the provisions of this contract shall be valid unless made in writing and signed by the party against whom such change, modification or waiver is sought to be enforced. This Agreement shall be governed by and shall be construed according to the laws of the State of Michigan.