

## RAYWAL NORTH AMERICA, INC. ("RAYWAL") – GENERAL TERMS AND CONDITIONS OF SALE

**1. Prices** Prices are those stated on the order. Prices shown on Raywal's price list or elsewhere are for information only and do not constitute quotations or offers to sell. Raywal's prices are subject to change without notice at any time. Price increases will not be applied to products covered by an order acknowledgment stipulating a shipment date within 15 days after the effective date of the increase. Prices do not include taxes.

**2. Acceptance of Orders** All orders are subject to final approval and acceptance by Raywal. Raywal has the right to accept orders in whole or in part. Shipment of less than an entire order shall be deemed acceptance of that portion of the order actually shipped. Any different or additional terms and conditions proposed by Purchaser in its purchase order, or otherwise not specifically approved in writing by Raywal, are rejected by Raywal. Raywal accepts no responsibility and Purchaser cannot hold Raywal responsible for errors or misunderstandings, whether or not due to Raywal's negligence, in complying with orders or instructions given to Raywal by telephone or orders or instructions given to a third party for transmittal to Raywal. Delivery to Raywal of Purchaser's acceptance of Raywal's quotation according to its terms, Raywal's actions in reliance on Purchaser's oral acceptance of a written or oral quotation, or Purchaser's receipt of Products, will constitute acceptance and a binding order.

**3. Cancellation** Customer may not cancel the order unless agreed to by Raywal in writing.

**4. Delivery and Packaging** Raywal shall package product in accordance with its own standard practices. All items will be shipped in standard box quantities only. A minimum order quantity of \$150 is in effect on all orders. Orders below \$150 shall be subject to a \$25 handling charge.

**5. Freight** All sales are F.O.B. point of origin unless otherwise agreed to in writing in advance of the shipment date. Delivery dates are estimates only. Raywal is not responsible to prepay transportation or insurance costs. Whether or not Raywal prepays shipping charges, risk of loss passes to Purchaser upon tender of product to a carrier.

**6. Title** Title and right to possession of any Product remains with Raywal until all payments are made in full. Purchaser agrees to do all acts necessary to protect such right and title. Risk of loss however shall pass to Purchaser at the time of delivery to the carrier. Purchaser shall make claims for loss or damage to goods while in transit against the carrier.

**7. Payment terms** Final payment is due and payable 30 days from date of invoice, unless otherwise specified. Any amount not timely paid by Purchaser shall bear interest at the maximum rate permitted by U.S. law. If at any time reasonable grounds for insecurity arise with respect to Purchaser's performance of its payment or other obligations, Raywal may demand immediate payment in full or a documentary letter of credit approved by a U.S. bank acceptable to Raywal. All amounts owed by Purchaser shall be accelerated and payable immediately if Purchaser fails to make any payment on time as required. Raywal may allocate payments from Purchaser among outstanding invoices at its own discretion. Raywal may change payment terms on seven (7) days written notice.

**8. Returns** Permission to return any products must be obtained in writing from Raywal in advance. Products must be in standard full cartons in first-class saleable condition. All returns are subject to Raywal inspection and acceptance. Proof of purchase is required for all returns. Return transportation must be prepaid, and freight expenses will be the responsibility of the Purchaser. Purchaser is responsible for a minimum restocking charge of 25% of the list price of the returned products.

**9. Products** Raywal may modify or discontinue any product or line of products at any time without liability except to refund any amounts already paid for any such products that have been ordered but not yet delivered. Unless otherwise agreed in writing, all product dimensions are approximate. Consequently, Purchaser shall take into account reasonable product tolerances.

**10. Brand Protection** Customer may not resell Product under any brand name other than the name under which they were purchased.

**11. Taxes** All duties, sales, use, excise or similar taxes or charges applicable to the sale or use of any products shall be Purchaser's responsibility, and Purchaser shall indemnify Raywal against any liability there under.

**12. Warranty** Raywal warrants that for a period of 12 months from the date of shipment, it will, at its option, refund the purchase price, repair or replace any product if it contains a defect in material or workmanship, provided that a claim, and proof thereof, along with a request of a return authorization number is made in writing to Raywal within 6 months after Purchaser's receipt thereof. ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SO SPECIFIED ARE WAIVED. If product is not returned within 30 days of a claim, the claim shall be deemed conclusively to have been abandoned.

No other warranty, expressed or implied (including any warranty of merchantability or fitness for a particular purpose) shall exist in relation to the sale of any Raywal products. Raywal shall in no event be liable for any product which has been altered, repaired, or misused, nor for any claim related to special, direct, indirect, incidental, consequential or any other damages arising out of the sale, use or inability to use the products, for which Purchaser hereby agrees to indemnify Raywal. There are no express warranties other than those contained in the order. RAYWAL DISCLAIMS ALL IMPLIED WARRANTIES (OTHER THAN GOOD TITLE) INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT.

**13. Limitations of Liability** Raywal excludes all liability except such liability that is directly attributable to the willful or gross negligence of Raywal's employees. Should Raywal be held liable, its liability shall in no event exceed the total purchase price under the order. RAYWAL SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOSS OF BUSINESS OR PROFITS, DOWNTIME OR DELAY, LABOR, REPAIR OR MATERIAL COSTS OR ANY SIMILAR CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY PURCHASER OR ANY THIRD PARTY. Product cannot be deemed defective if Raywal cannot duplicate the alleged failure.

**14. Force Majeure** If Raywal is prevented from performing its obligations by force majeure, Raywal will have the right to suspend the performance of the agreement or to terminate the agreement in whole or in part, at Raywal's option, without judicial intervention and without Raywal being liable for any claims for damages or guarantees. Force majeure includes any circumstance, foreseen and unforeseen, as a result of which performing the obligations of the order can no longer reasonably be expected by Purchaser, including but not limited to war, sabotage, rebellion, revolt, transportation disturbances, strikes, accidents, fire, explosion, technical failures and delayed delivery by suppliers.

**15. Amicable Resolution of Disputes** No litigation may be commenced (other than for injunctive relief) by a party unless it first proposes a meeting of management personnel to resolve the dispute. For all disputes which cannot be amicably resolved, the parties shall attempt to resolve them by mediated negotiation with the assistance of a neutral person or arbitrator. Any disputes which cannot be resolved through negotiation or mediation shall, on written notice by either party, be submitted to final and binding arbitration by three arbitrators under the Rules of Commercial Arbitration of the American Arbitration Association ("AAA") in effect at the time, at the AAA regional office in Michigan. Arbitrators shall have no authority to award punitive or exemplary damages against either party or to amend or nullify this agreement. All final and interim orders and awards of the arbitrator or arbitration panel shall be final and enforceable by any court of record having jurisdiction.

**16. Governing Law** Raywal and Customer acknowledge that they are merchants in respect to the Products, they have had an opportunity to review the order, and the provisions of the order are reasonable when considered as a whole. These terms and conditions shall be governed, construed and enforced under the laws of the State of Michigan, including the Uniform Commercial Code in force at the time of the original date of order. The courts of Michigan shall have exclusive jurisdiction over the parties and the disputes arising under or related to these terms and conditions, unless such exclusivity is waived by Raywal.

**17. Indemnity** Purchaser agrees to defend, indemnify, and hold harmless Raywal, its agents, employees, directors, officers, servants, and insurers, from and against any and all losses, claims, demands, liabilities or causes of action of every kind and character, whether in order or in tort, including claims of negligence, or strict liability (including any action brought by any employee, agent or customer of Purchaser for Purchaser's failure to comply with Raywal's published instructions and specifications concerning the operation, use or maintenance of Products) in favor of any person or party, for injury to or illness or death of any person or party, or for any property damage (including loss of income, profits, sales or "down time") arising out of or incident to the Products, except any loss, claim, demand or liability proven to be the result of the gross negligence of Raywal and not contributed to by the negligence of Purchaser, its agents, employees, officers or directors or other third parties. Raywal provides product information on all its products. It is Purchaser's responsibility to provide any customer, upon buying any Raywal product, with the appropriate product information.

**18. Integration and Modification** No modifications, limitations, waivers or discharge of the order or any of its terms shall bind Raywal unless in writing and signed by Raywal's authorized employee. No agent, employee, or representative of Raywal has the authority to bind Raywal to any affirmation, waiver, representation, or warranty concerning Product, not contained the order. Raywal may correct unilaterally any mathematical or typographical errors in the order.