

## DELIVERY AND TERMS

### 1. PRICES

Prices are those stated on the order. Prices shown on Walraven's price list or elsewhere are for information only and do not constitute quotations or offers to sell. Walraven'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 Walraven. Walraven 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 Walraven, are rejected by Walraven. Walraven accepts no responsibility and Purchaser cannot hold Walraven responsible for errors or misunderstandings, whether or not due to Walraven's negligence, in complying with orders or instructions given to Walraven by telephone or orders or instructions given to a third party for transmittal to Walraven. Delivery to Walraven of Purchaser's acceptance of Walraven's quotation according to its terms, Walraven'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 Walraven in writing.

### 4. DELIVERY AND PACKAGING

Walraven 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. Walraven is not responsible to prepay transportation or insurance costs. Whether or not Walraven 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 Walraven 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, Walraven may demand immediate payment in full or a documentary letter of credit approved by a U.S. bank acceptable to Walraven. All amounts owed by Purchaser shall be accelerated and payable immediately if Purchaser fails to make any payment on time as required. Walraven may allocate payments from Purchaser among outstanding invoices at its own discretion. Walraven may change payment terms on seven (7) days written notice.

### 8. RETURNS

Permission to return any products must be obtained in writing from Walraven in advance. Products must be in standard full cartons in first-class salable condition.

All returns are subject to Walraven 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

Walraven 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 Walraven against any liability there under.

### 12. WARRANTY

Walraven 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 Walraven 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 Walraven products. Walraven 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 Walraven. There are no express warranties other than those contained in the order. Walraven 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

Walraven excludes all liability except such liability that is directly attributable to the willful or gross negligence of Walraven's employees. Should Walraven be held liable, its liability shall in no event exceed the total purchase price under the order. Walraven 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 Walraven cannot duplicate the alleged failure.

### 14. FORCE MAJEURE

If Walraven is prevented from performing its obligations by Force Majeure, Walraven will have the right to suspend the performance of the agreement or to terminate the agreement in whole or in part, at Walraven's option, without judicial intervention and without Walraven 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

Walraven 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 Walraven.

### 17. INDEMNITY

Purchaser agrees to defend, indemnify, and hold harmless Walraven, 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 Walraven'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 Walraven and not contributed to by the negligence of Purchaser, its agents, employees, officers or directors or other third parties. Walraven provides product information on all its products. It is Purchaser's responsibility to provide any customer, upon buying any Walraven 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 Walraven unless in writing and signed by Walraven's authorized employee. No agent, employee, or representative of Walraven has the authority to bind Walraven to any affirmation, waiver, representation, or warranty concerning Product, not contained the order. Walraven may correct unilaterally any mathematical or typographical errors in the order.

## TERMS AND CONDITIONS

### 1. WEBSITE DISCLAIMER

Any and all information, website content, catalogs, materials, documents, application/technical notes, products, specifications, advice and other services included on, made available or provided to you either directly or indirectly (collectively "Information") by Walraven Inc. ("Walraven") are provided on an "AS IS" and "AS AVAILABLE" basis. Walraven makes no representations or warranties of any kind, express or implied, as to the appropriateness, quality, accuracy, adequacy, sufficiency, reliability, usability, compliance and condition of the Information, especially for your application and usage even if you inform Walraven of your intended application and usage. All Information provided may be subject to change by Walraven without notice. You expressly agree that: your use or reliance of any Information is at your sole risk and liability, and Walraven does not warrant or represent that any Information made available to you complies with, is sufficient for, or is adequate for your usage, situation, product and/or product design. Walraven shall not be liable for any damages of any kind arising from the Information including, but not limited to, direct, indirect, incidental, punitive, and consequential damages. To the fullest extent permissible by applicable law and unless specified in writing by Walraven, Walraven disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose relating to the Information and its products.

### 2. LIMITED WARRANTY AND DISCLAIMER

Walraven warrants to the original purchaser of the Walraven product ("Product") 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 that fails to substantially conform to Walraven's specifications published at [www.walraven.com](http://www.walraven.com), provided that a claim, and proof thereof, along with a request of a return authorization number is made in writing to Walraven 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 Product. Walraven 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 Product. Purchaser shall defend, indemnify and hold harmless Walraven and its directors, officers, shareholders, employees, independent contractors, affiliates, successors and assigns from and against any and all claims, demands, losses, actions, proceedings, damages, injuries, liabilities, costs and expenses (including attorneys' fees) relating to, associated with or arising from, including allegations of such, the Product (including without limitation the alteration, repair, maintenance, handling, ownership, sale, use or inability of use thereof) or any action or inaction of purchaser, its agents or employees. Walraven shall in no event be liable for any costs of removing or reinstalling the Product, which costs shall be borne by the purchaser. All shipping and other transportation costs related to shipping the defective Product to Walraven and shipping the repaired or replacement Product shall be borne by the purchaser. There are no express warranties other than those contained herein. WALRAVEN DISCLAIMS ALL IMPLIED WARRANTIES (OTHER THAN GOOD TITLE) INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT.

### 3. LIMITATION OF LIABILITY

THE LIMITED WARRANTY GRANTED BY WALRAVEN FOR ITS PRODUCTS SHALL COMPRISE THE ORIGINAL PURCHASER'S SOLE AND EXCLUSIVE REMEDIES CONCERNING THE PRODUCTS, WHICH REMEDIES SHALL NOT BE APPLICABLE TO (i) ANY ASSIGNS, SUCCESSORS, SUBSEQUENT (DOWNSTREAM) PURCHASERS OF THE ORIGINAL PURCHASER OR (ii) ANY OTHER PERSON OR ENTITY OTHER THAN THEN THE ORIGINAL PURCHASER. EXCEPT FOR THE REMEDIES GRANTED BY WALRAVEN UNDER THE LIMITED WARRANTY, WALRAVEN SHALL NOT BE LIABLE FOR ANY AMOUNTS REPRESENTING DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF PURCHASER ARISING OUT OF OR RELATED TO WALRAVEN'S PRODUCTS, THEIR USE, OR MISUSE, INCLUDING COSTS OR DAMAGES ARISING OUT OF OR RELATED TO LOSS OF BUSINESS, LOSS, WORK STOPPAGES OR DELAYS, PRODUCT RECALLS OR PRODUCT LIABILITY.