

These Terms and Conditions of Sale will govern all transactions between Ashh, Inc., or any of its respective affiliates, joint ventures and/or subsidiaries, (collectively "Seller") and any entity or person submitting a purchase order to Seller ("Buyer").

**1. Application.** These Terms and Conditions of Sale define the relationship of Buyer and Seller and apply to all sales of goods, materials, or other personal property (individually and collectively, "Goods") by Seller to Buyer. Buyer acknowledges and agrees that these Terms and Conditions of Sale are incorporated in, and are a part of, each quotation, purchase order, invoice, release, requisition, work order, shipping instruction, specification, and any other document, whether expressed verbally, in written form or electronic commerce, relating to the sale of Goods by Seller to Buyer (these documents are collectively referred to as the "Agreement").

**2. Quotation Expiration.** Written quotations are valid for a period of 30 days unless otherwise noted by Seller. Any quotation from Seller shall not be deemed a firm offer as defined in 2-205 of the Uniform Commercial Code and is subject to change or withdrawal without notice. Unless otherwise provided explicitly herein, Buyer's order, after acceptance by Seller, shall not be subject to cancellation, change or reduction in amount, nor to any suspension by Buyer of deliveries without Seller's prior written consent.

**3. Electronic Communications.** Any communications transmitted electronically (e.g., via facsimile or via the Internet (including but not limited to EDI, cXML, and e-mail)) (i) shall be considered a "writing" or "in writing," (ii) shall be deemed "signed" if a signature is affixed that is valid in accordance with applicable law (including a valid electronic signature) and (iii) will constitute an "original" when printed. Communications introduced as evidence on paper will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form and admissibility shall not be contested on the basis that the communication was not originated or maintained in documentary form.

**4. Pricing.** Prices for Goods and other related information shown in any Seller or manufacturer product publication, including but not limited to catalogs, brochures, emails and websites, are subject to change without notice. Prices do not include related freight charges, hazardous goods fees, use tax, sales tax, excise tax, value-added tax, or similar taxes, or charges of any nature whatsoever imposed by any governmental authority unless otherwise expressly noted by Seller.

**5. Taxes.** Prices quoted do not include (and Buyer shall pay) all taxes and fees of any kind that may be levied or imposed on either party by federal, state, municipal, or other governmental authorities in connection with the sale or delivery of the Goods by Seller with the exception of Seller's income tax obligations arising out of the sale of the Goods.

**6. Terms of Payment.** Unless otherwise specifically agreed in writing by Seller, the total price is due and payable to Seller, without setoff or other deductions or charges, net 30 days of Seller's invoice. Any amounts due by Buyer to Seller that are unpaid on or after 30 days of Seller's invoice will bear interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less. The accrual or payment of any interest as provided above will not constitute a waiver by Seller of any rights and remedies in connection with a default by Buyer. Buyer will pay all court costs, attorney fees, and other costs incurred by Seller in collecting past-due amounts, including interest. If shipment or delivery of Goods is delayed by or at the request of Buyer, payment will remain due in full 30 days from the date of Seller's invoice. In such event, Seller may impose, and Buyer shall pay, storage charges and other incidental expenses incurred by Seller as a result of the delay in addition to any interest on late payments as described above.

**7. Security Interest.** As security for payment of all amounts due to Seller, Buyer grants to Seller a security interest in all Goods sold by Seller to Buyer, and Seller will have all rights of a secured party under the Uniform Commercial Code with respect to the Goods. Buyer appoints Seller as its attorney-in-fact with authority, at Seller's option, to take actions as Seller deems reasonable in the circumstance to perfect the above security interest in any one or more jurisdictions, and Buyer shall pay all applicable filing fees.

**8. Limited Warranty—Disclaimer of Warranties.** The warranty obligations of Seller for Goods sold by Seller will in all respects conform and be limited to the warranty extended by the manufacturer of the Goods, if transferable. The sole remedy available to Buyer with respect to defects in the Goods will be against the manufacturer under any applicable manufacturer's warranty to the extent available to Buyer. TO THE EXTENT THE MANUFACTURER WARRANTY IS NOT TRANSFERABLE TO BUYER, SELLER DISCLAIMS (I) ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (II) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM SELLER'S NEGLIGENCE, ACTUAL OR IMPUTED. THE REMEDIES OF BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES INCLUDING WITHOUT LIMITATION INCIDENTAL, SPECIAL, COLLATERAL, LOSS OF PROFIT, DIRECT OR INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES. Buyer indemnifies Seller, its successors and assigns from and against any and all losses, damages and expenses (including attorney's fees) which Seller may sustain or incur as a result of any claim of negligence, breach of warranty or strict liability in tort in connection with the use of the goods furnished hereunder, except such as may be wholly caused by the intentional misconduct or gross negligence of Seller. If Goods are resold by Buyer, Buyer will include in its agreement for resale provisions that limit recoveries in accordance with the Agreement. In case of Buyer's failure to include in any agreement for resale the terms providing for such limitations, Buyer will indemnify and hold Seller harmless against any liability, loss, cost, damage, or expense (including reasonable attorney fees) arising out of or resulting from the failure. IN NO EVENT WILL SELLER BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR EXPENSE OCCASIONED BY THE USE OF DEFECTIVE GOODS. BUYER ASSUMES FULL RESPONSIBILITY THAT THE GOODS PURCHASED UNDER THE AGREEMENT MEETS THE SPECIFICATIONS AND/OR INTENDED USE OF BUYER, AND SELLER MAKES NO REPRESENTATION WITH RESPECT TO THEM.

**9. Delivery.** Any delivery dates or other schedule of performance by Seller are approximations, and the sole obligation of Seller with respect to the schedule of delivery or performance will be to use commercially reasonable efforts to deliver the Goods, or otherwise to perform, consistent with the reasonable demands of its business. In any event, Seller will have no liability to Buyer or any other person for delays in performance due to strikes or labor disputes of any type; accidents, fire, floods, acts of God, or actions by governmental authorities; acts, omissions, or delays of Buyer or any other third party; shortages of labor; or without limitation of the above, for any causes reasonably beyond the control of Seller.

**10. Title and Risk of Loss.** Title to and risk of loss or damage to the Goods will pass to Buyer on delivery by Seller F.O.B. (a) Seller's facility, (b) Seller's supplier's facility when Goods are shipped directly from the manufacturer, or (c) as otherwise specifically indicated in the Agreement.

**11. Inspection and Acceptance.** Buyer will have 3 days from the date of delivery to inspect the Goods for defects and nonconformance and to notify Seller, in writing, of any defects, nonconformance, or rejection of the Goods (other than defects or nonconformities due to damage, shortage, or errors in shipping that will be reported as set forth below). Claims for shipping damage, errors, or shortages must be made in writing to Seller no more than 7 days after receipt of shipment. After this period, Buyer will be deemed to have irrevocably accepted the Goods, if not previously accepted. After acceptance, Buyer will have no right to

reject the Goods for any reason or revoke acceptance. Claims for damage due to shipping must be made by Buyer to the freight carrier.

**12. Return of Goods.** All returns will be pursuant to Seller's instructions and subject to restocking and transportation charges and other conditions of return. Buyer must contact Seller for a Return Material Authorization (an "RMA") before returning any Goods. All returns must reference the RMA number along with the original invoice number and the reason for return.

**13. Cancellation or Termination.** In the event of cancellation of the Agreement by Buyer, or in the event of default under the Agreement by Buyer that is not cured within 30 days after notice by Seller, Buyer will pay to Seller on demand all direct and indirect costs (including, without limitation, all applicable restocking or cancellation charges, including reimbursement for direct costs assessed by the manufacturer) incurred directly or indirectly by Seller in connection with the Agreement, all as reasonably determined by Seller, plus any profit to be negotiated with Buyer. In no event, however, will any amount payable by Buyer under the Agreement exceed the total price payable by Buyer for the Goods.

**14. Changes.** Seller reserves the right from time to time to correct any typographical or clerical errors, including errors in mathematical computation, which may exist in the Agreement.

**15. Technical Support.** Unless otherwise specifically provided on the quotation or invoice, the Agreement does not include any services of Seller in connection with installation, application, use, testing, or evaluation of the Goods.

**16. Modifications and Waiver—Entire Agreement.** Neither party has rights, warranties, or conditions expressed or implied, statutory or otherwise, other than those contained in the Agreement. The Agreement contains the entire agreement between Seller and Buyer and can be modified or rescinded only by a writing signed by both parties. No waiver of any provision of the Agreement will be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted, and unless expressly made generally applicable, will apply only to the specific case for which the waiver is given. Failure of either party to insist on strict performance of the Agreement will not be construed as a waiver of any term or condition of the Agreement.

Any document submitted by Buyer to Seller confirming its intention to purchase Goods described in the Agreement (purchase orders or releases) will be deemed to constitute a confirmation and acceptance of the Agreement, even if the document states terms in addition to or different from those in the Agreement. All agreements between Seller and Buyer will be solely under the terms and conditions of the Agreement and these Terms and Conditions of Sale, and Seller objects to any and all additional or different terms contained in any document submitted to Seller by Buyer. Any execution by Seller of any other document submitted by Buyer in connection with the purchase of Goods does not constitute acceptance of or agreement to any terms and conditions in addition to or different from those contained in the Agreement and these Terms and Conditions of Sale, but will constitute only acknowledgment of receipt of the document. In addition, notwithstanding any terms contained in any documents submitted by Buyer in connection with the purchase of Goods described under the Agreement, the acceptance of delivery by Buyer of Goods described in the Agreement will constitute a course of conduct constituting Buyer's agreement to the terms and conditions of the Agreement and these Terms and Conditions of Sale, to the exclusion of any additional or different terms and conditions. Each shipment made under any order shall be treated as a separate transaction, but in the event of any default by Buyer, Seller may decline to make further shipments without in any way affecting its rights under such order. If, despite any default by Buyer, Seller elects to continue to make shipments, its actions shall not constitute a waiver of any default by Buyer or in any way affect Seller's legal remedy for such default.

**17. Compliance with Laws.** Buyer will be responsible for compliance with any and all federal, state, or local laws or regulations respecting safety or respecting use of the Goods and shall indemnify and hold Seller harmless from and against any and all claims of violations of laws or regulations or other claims of personal injury or property damage directly or indirectly related to the installation, maintenance, or operation of the Goods.

**18. Export Control.** Goods supplied by Seller may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all laws and regulations. Notwithstanding any other provision to the contrary, if federal, state, or local law requires export authorization for the export or re-export of any Goods or associated technology, no delivery can be made until export authorization is obtained, regardless of any otherwise promised delivery date. If any required export authorization is denied, Seller and Seller's supplier will be relieved of any further obligation relative to the sale and delivery of the Goods subject to denial without liability of any kind relative to Buyer or any other party. Seller will not comply with boycott-related requests except to the extent permitted by federal law and then only at Seller's discretion.

**19. Governing Law.** The Agreement will be governed by and construed in accordance with the laws of the State of Michigan. Buyer hereby irrevocably submits to the jurisdiction of any Michigan or federal court sitting in Oakland, Michigan over any action or proceeding arising out of or relating to this agreement or the Goods and agrees that all claims in respect of such action or proceeding may be heard and determined in any such court. Buyer further agrees that venue for any such action shall lie exclusively with courts sitting in Oakland County, Michigan, unless Seller agrees to the contrary in writing.

**20. Time for Bringing Action.** Any action for breach of these terms or against Seller herein must be commenced within one (1) year after the cause of action has accrued.

**21. Authority.** Each signatory represents that it has all requisite authority to execute the Agreement on behalf of its principal and that the Agreement is fully enforceable against the principal in accordance with its terms.

**22. Miscellaneous.** This agreement is intended by the parties as a final expression of their agreement and also as a complete and exclusive statement of the terms of their agreement and purchase. No affirmation, representation or warranty made in Seller's advertising or by any agent, employee or representative of Seller which is not specifically included herein shall be enforceable. The rights and obligations stated herein shall not be assigned or delegated by Buyer without the written consent of Seller. The validity or enforceability of any provisions herein shall not affect the other provisions hereof and the terms herein shall be complied with in all respects as if such invalid or enforceability provision were omitted. No addition to or modification of any of the provisions upon the face or reverse of this form shall be binding upon Seller unless made in writing and signed by a duly authorized representative of Seller.

You should not bookmark this page because these terms and conditions are specific to the quotation and may hereafter be revised, from time to time, by Buyer. If revised, the revised terms and conditions will be posted on the website and will thereafter be immediately effective for purchase orders issued thereafter.