



TERMS AND CONDITIONS OF SALE
Effective as of OCTOBER 1st 2002

1. **ACCEPTANCE** - Seller objects to any additional or different terms that may be contained in Purchaser's purchase order. The terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the Seller and the Purchaser.

2. **WARRANTY** - Subject to the notice requirements in paragraph 3 below, the following warranties are made by Seller: (a) Seller warrants that it has good title to the product(s); (b) on the date of shipment, the product(s) are as described herein, except as to items not manufactured by Seller; (c) on the date of shipment, the product(s) are free of defects in workmanship and material, except as to items not manufactured by Seller.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY.

3. **EXCLUSIVE REMEDY** - If within one year from date of shipment by Seller, or within 1000 hrs of operation of an item or product, (whichever comes first) Purchaser discovers that the item was not as warranted and notifies Seller in writing within 20 days thereafter specifying the defect, Seller shall, at Seller's option, adjust, repair or replace the item or any affected part of the product. Seller shall bear reasonable expense of any parts and Seller's labor in connection with the foregoing remedies. Purchaser shall be responsible for all other expense including expenses for removal, reinstallation and freight in connection with the foregoing remedies. Replacement parts may be, at Seller's option, new or repaired parts and Seller shall have the right to keep any parts replaced by it. The adjustment, repair or replacement shall be subject to the same warranties set forth above for a period of 30 days or the remaining warranty period on the original item, whichever is longer. **THE REMEDIES SET FORTH IN THIS PARAGRAPH CONTAIN PURCHASERS EXCLUSIVE REMEDIES AGAINST SELLER AND ITS SUPPLIERS RELATING TO THE PRODUCT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE, NEITHER SELLER NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COST OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE, OR FOR CLAIMS BY PURCHASER FOR DAMAGES OF PURCHASERS CUSTOMERS.** Seller and its suppliers shall have no obligation as to any product, which has been improperly stored or handled, which has not been installed, operated or maintained according to instructions in Seller or supplier furnished manuals, or has been modified. Seller and its suppliers shall not be liable for the fault, negligence or wrongful acts of Purchaser or Purchaser's employees, or Purchaser's other contractors or suppliers.

4. **NONCANCELLATION** - Purchaser may not cancel or terminate for convenience, or direct suspension of manufacture unless Seller agrees in writing, at which time Seller may negotiate mutually agreeable termination charges.

5. **DELAYS** - If Seller suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, act or failure to act of government, act or omission of Purchaser, fire, flood, strike or labor trouble, sabotage, or delay in obtaining from others suitable services, materials, components, equipment of transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give the Purchaser reasonable notice within a reasonable time after Seller becomes aware of any such delay.

6. **STORAGE** - Any item of the product(s) on which manufacture or shipment is delayed by causes within Purchaser's control, or by causes, which affect Purchaser's ability to receive the product(s), may be placed in storage by Seller at Purchaser's expense and risk.

7. **SHIPMENT** - F.O.B. Factory, unless otherwise stated

8. **TITLE AND INSURANCE** - Title to the product(s) and risk of loss or damage shall pass to Purchaser at the f.o.b. point, except that a security interest in the product(s) and proceeds and any replacement shall remain in Seller, regardless of mode of attachment to realty or other property, until the full price has been paid in cash. Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect Seller's interest by adequately insuring the product(s) against loss or damage from any external cause with Seller named as insured or co-insured. Purchaser hereby irrevocably constitutes and appoints Seller as its attorney in fact to execute any financing statements or other instruments or documents reasonably necessary or desirable to perfect and maintain said security interest in the products and proceeds.

9. **PRICE POLICY** - All prices quoted are firm for the stated shipping date, unless specifically noted on the proposal form. Proposals automatically expire after 30 days unless otherwise stated or accepted prior to the expiration date.

10. **TAXES** - Taxes are the responsibility of Purchaser. The prices quoted do not include any duties or sales use, excise, value-added, or other taxes or charges, unless specifically noted on the proposal form.

11. **GENERAL** - In the event Seller places this agreement in the hands of an attorney for collection of the purchase price or other sums owing to Seller from Purchaser, Purchaser agrees to pay Seller's reasonable costs and expenses of collection, including attorney's fees, whether or not any suit or action is filed and any additional costs, expenses and attorneys' fees incurred at trial or on appeal. Purchaser consents to personal jurisdiction in Michigan and venue in Ingham County Court. Statements about the product(s) may have been made to Purchaser by representatives of Seller. Such statements do not constitute warranties and shall not be relied on by Purchaser and are not part of this agreement. The entire agreement is embodied in this writing. **THIS WRITING CONSTITUTES THE FINAL EXPRESSION OF THE PARTIES AGREEMENT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT.**

Seller will comply with all laws applicable to Seller. Compliance with OSHA or similar federal, state or local laws during any operation or use of the product(s) is the sole responsibility of Purchaser. Assignment may be made only with written consent of both parties.

12. **DAMAGES** - Notwithstanding any other provision of this agreement, the Seller's liability to Purchaser for damages arising out of or relating to this agreement shall not exceed the purchase price for the product(s).

13. **PRODUCTION** -Doppstadt US, can not, does not, and will not warrant any rate of production or specific date of delivery of the equipment quoted. This disclaimer of warranty is an integral part of this proposal, will be incorporated in the sales or rental agreement, and will survive the sale or rental of the equipment, together with the disclaimer of implied warranties of merchantability and fitness for a particular purpose, set forth hereinabove.