



Imperial Metal Products Company

Sales Terms and Conditions

All sales quotations or proposals, fulfillment of orders, and any subsequent sale of goods manufactured by Imperial Metal Products Company (Seller) are subject to the following terms and conditions:

- 1. ACCEPTANCE.** This Sales Quotation/Order Acknowledgment (hereinafter Sales Quotation) constitutes an offer to sell that may be accepted only on the terms and conditions stated on the face and reverse sides hereof. Any additional, different or inconsistent terms or conditions contained in any form of purchase order, acceptance or confirmation used by Buyer are unacceptable to Seller, are expressly rejected by Seller, and shall not become a part of the terms of any sale pursuant to this Sales Quotation. Any form of expression of acceptance from Buyer will constitute acceptance exclusively on the terms and conditions stated herein, and Buyer should reject this Sales Quotation in its entirety unless all of such terms and conditions are acceptable. Any modification to this Sales Quotation shall be made in accordance with Section 13 below.
- 2. PAYMENT TERMS.** Unless otherwise stated in this Sales Quotation, payment in full of the purchase price shall be due within 30 days of the date of Seller's invoice at its principal office located at 835 Hall St., S.W., Grand Rapids, Michigan 49503. Any payment not made when due shall accrue a finance charge of 1-1/2% per month or the maximum amount permitted under applicable law. If Buyer fails to make any payment as required, Buyer shall indemnify Seller for all costs and expenses, including reasonable attorney fees and court costs, incurred by Seller to enforce the Seller's right to payment. In addition, if Buyer fails to make any payment when due, then Seller may cancel or suspend any further deliveries to Buyer, at Seller's discretion, without liability to Buyer, and without prejudice to any other right or remedy Seller may have.
- 3. DELIVERY.** Unless otherwise stated in this Sales Quotation, delivery shall be F.O.B. Seller's plant. Title and risk of loss shall pass upon delivery to a common carrier or other acceptable means of transport at Seller's dock.
- 4. QUANTITIES.** Buyer agrees to accept over/under runs of each ordered item not to exceed +/- 10%.
- 5. MATERIAL SURCHARGES.** Buyer acknowledges that the price set forth in any Sales Quotation provided by Seller is based on Seller's material costs included in the goods as of the date of the Sales Quotation. If raw material, component material and/or other outside service costs increase (including material, fuel and energy surcharges) during the term of any order resulting from the Sales Quotation, Seller may increase the order price to reflect increases in such costs from the date of the Sales Quotation. Should raw material, component material and/or other outside service costs thereafter decrease, the price will be adjusted downward but not below the price specified in the Sales Quotation.
- 6. TAXES.** Unless otherwise stated in this Sales Quotation, the quoted price does not include any personal property, sales, use, excise or other taxes, and Buyer shall be responsible for all such taxes, if applicable.
- 7. CANCELLATION.** Orders may be canceled or delivery deferred only upon condition that Buyer assumes immediate liability and pays for all work completed and in process, plus the cost of raw material purchased to fulfill an order not yet in process (net of scrap value), unamortized tooling, unamortized equipment charges, engineering, handling, overhead and similar production costs. Such charges shall be determined by Seller at time of cancellation or deferment.
- 8. WARRANTIES.** Seller warrants that the goods manufactured by it shall conform to the drawings and specifications furnished by Buyer and shall be free from material defects in workmanship at the time of delivery. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

9. **REMEDY.** The sole and exclusive remedy against Seller shall be limited to the repair and replacement of defective goods, provided that Seller is promptly notified in writing of such defect.
10. **LIMITATIONS ON ACTIONS AND LIABILITIES.** The statute of limitations applicable to all claims arising out of any purchase and sale of goods pursuant to this quote shall be one (1) year from the date of delivery of the goods. SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE AND PROFITS.
11. **TOOLING.** Tools, dies, gages and fixtures are an integral part of the manufacturing process included in engineering charges. As a proprietary item to Seller, payment by Buyer, whether separately quoted or not, does not convey ownership or a right of removal from Seller's plant.
12. **GOVERNING LAW.** The transactions contemplated by this Sales Quotation shall be governed by and interpreted in accordance with the laws of the state of Michigan. Any legal action or dispute with respect to the transactions contemplated by this Sales Quotation or the subject matter hereof shall be subject to the exclusive personal jurisdiction of the state courts located in Kent County, Michigan, and if federal jurisdiction is appropriate, to the federal courts located in the Western District of Michigan, and Seller and Buyer consent to such jurisdiction.
13. **MODIFICATION.** The terms and conditions of this Sales Quotation may be modified only by a written instrument signed by an authorized representative of Sellers executive management department.
14. **FORCE MAJEURE.** Neither party shall be deemed in default or otherwise responsible for delays or failures in performance resulting from acts of God, acts of war or civil disturbance, epidemics, governmental action, fires, earthquakes or similar natural disasters, unavailability of power or communication, or other similar unexpected events or causes beyond a party's reasonable control.
15. **ASSIGNMENT.** No assignment of any right or obligation under this Sales Quotation shall be made by either party without the prior written consent of the other party. In the event of a permitted assignment, this Sales Quotation shall be binding upon and inure to the benefit of that party's successors and assigns.
16. **ENTIRE AGREEMENT.** This Sales Quotation represents the entire agreement of the parties with respect to the subject matter contained herein. All of the terms and conditions set forth on the face and reverse side of this Sales Quotation are an integral part of any purchase and sale, supersede any contrary provisions in any bid request, purchase order or similar document.
17. **NO IMPLIED WAIVER.** The failure of either party at any time to require performance by the other party of any provision of this Sales Quotation shall not affect the right to require such performance at any time thereafter, nor shall a waiver by either party of a breach of any provision of this Sales Quotation constitute a waiver of any succeeding breach of the same or any other provision.
18. **SEVERABILITY.** If any term of this Sales Quotation is invalid or unenforceable under any statute, regulation, ordinance or other governmental or judicial order, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance or other governmental or judicial order, and the remaining provisions of this Sales Quotation shall remain in full force and effect.