

Supplementary Terms and Conditions of Sale

This purchase agreement, together with these supplementary terms and conditions, attachments, exhibits, or supplements, constitutes the entire agreement between Seller and Buyer with respect to matters contained in this purchase agreement and supersedes all prior oral or written agreements, covenants, representations and warranties. Seller objects in advance to the inclusion of any additional or different terms proposed by Buyer in its acceptance or acknowledgement of this purchase agreement. The inclusion of such terms by the Buyer will be of no significance and such terms will not be conditions or additional terms to this purchase agreement. Buyer has read and understands this purchase agreement. Unless otherwise stated on the face of this purchase agreement, the following terms and conditions shall apply:

CONDITION OF EQUIPMENT: ALL EQUIPMENT IS SOLD "AS IS--WHERE IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL EQUIPMENT SOLD IS USED. Buyer affirms that it has not relied upon Seller's skill or judgment to select or furnish goods for any particular use or purpose.

NO LIABILITY: SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE GOODS SPECIFIED IN THIS AGREEMENT, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, NEGLIGENCE OR STRICT LIABILITY.

INCLUDED EQUIPMENT: All of the equipment sold is listed in this purchase agreement. Accessory or electrical equipment, tools, dies, etc., are not included unless specifically listed herein and, given the difficulties and inconvenience in attempting to establish the loss, any claim for damages by Buyer, not otherwise barred, for failure to deliver such items, shall not exceed the lesser of \$1,000.00 or .01% of the agreed upon purchase price.

BUYER ASSUMPTION OF RISK AND INDEMNIFICATION OF SELLER: Buyer assumes all risk and liability for loss, damage and/or injury to persons or property of Buyer or others in any way arising out of the use or possession of any goods sold hereunder, and agrees to forever indemnify and hold Seller harmless from any and all costs, expenses and/or damages resulting thereby. Buyer hereby waives, releases, and discharges any and all claims (with the exception of claims for breach of this purchase agreement) of any and every kind (including but not limited to injury or death of any person or damage to property), which it may have at any time against Seller, its agents or employees, by reason of or in any way arising out of any condition or defect of the goods sold hereunder, including but not limited to any claims of negligence of Seller, improper design, specifications, or manufacturing defect of goods sold hereunder. Buyer further covenants to indemnify, hold-harmless and defend Seller, its agents and employees of, from, and against any and all loss, damage, expense, claims, suits, costs of defense, including attorney's fees or liability which Seller or any of its employees may sustain or incur at any time for or by reason of any injury to or death of any person or persons or damage to any property, arising out of any condition or defect of the goods sold hereunder, including but not limited to claimed improper design or manufacturing defect, violation or nonconformity with relevant OSHA standards or other defect of the goods sold hereunder, or any claimed inadequate or insufficient safeguards or safety devices, or warning.

SHIPMENT: Shipping dates are approximate. Unless otherwise stated, all equipment is sold FCA Seller's Warehouse or if equipment specified in purchase agreement is in another location, then equipment is sold FCA the current location of said equipment, and mode of shipment shall be at Seller's discretion and judgment. Seller shall not be liable for any loss, injury, damages, or expenses, however caused, in any way related to or resulting from any delay in shipment and/or delivery.

RISK OF LOSS: Risk of loss shall pass to Buyer at time of delivery of the goods to the carrier.

SPECIFICATIONS: Seller makes no representations or warranties as to the accuracy of specifications. Buyer acknowledges it has independently verified or had ample opportunity to independently verify all original equipment and/or previous user specifications. Seller reserves the right to re-rate any machine sold.

GOVERNMENTAL CHARGES: Buyer shall be liable for all applicable sales and personal property taxes and import or export duties, both foreign and domestic, and acknowledges that same have not been included within any amount paid to Seller.

BUYER'S DEFAULT: If the buyer defaults under this agreement, the seller may, at the seller's option, pursue all legal and equitable remedies available to the seller under Michigan Law, or the seller may retain the deposit as liquidated damages. The Buyer will indemnify Seller with respect to all losses, damages, liabilities, and expenses (including attorney fees) incurred by Seller by reason of any failure of Buyer to comply with any of Buyer's obligations under this agreement.

LIMITATION OF DAMAGES: IN THE EVENT ANY RECOVERY IS MADE AGAINST SELLER PURSUANT TO THIS AGREEMENT, BUYER AND SELLER EXPRESSLY AGREE THAT SAID RECOVERY SHALL NOT EXCEED THE PURCHASE PRICE UNDER THIS AGREEMENT AND THAT SAID RECOVERY SHALL ONLY BE PAID AFTER BUYER RETURNS THE GOODS IN THE SAME CONDITION WHEN SHIPPED, WITH THE COST OF SHIPPING PAID BY BUYER TO SELLER.

TERMS: Payment is due in full prior to shipping at Seller's place of business in Wayne, Michigan payable in United States dollars. The parties acknowledge and agree that the place of contracting for all purposes shall be considered to be at the Seller's place of business in Wayne, Michigan. It is understood that acceptance of this purchase agreement shall constitute a contract between the parties. It is further understood there are no conditions or agreements outside of this purchase agreement. While care is taken to give a reliable description, Seller makes no warranty of any description of goods sold. Buyer acknowledges it has independently verified or had ample opportunity to independently verify all equipment descriptions, components, parts, spare parts, capabilities and other details. Seller reserves the right to correct, alter or revise all equipment descriptions, capabilities and other details.

LIMITATIONS PERIOD: An action for breach of this purchase agreement cannot be brought more than one year after the accrual of the cause of action.

AMENDMENT: This purchase agreement may only be amended or modified by a writing signed by all parties.

SEVERABILITY: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then all the remaining provisions of this agreement shall remain in full force and effect to the extent permitted by law.

GOVERNING LAW: This purchase agreement shall be construed under the laws of the State of Michigan. The parties agree that the Uniform Commercial Code as enacted by the State of Michigan and not the 1980 United Nations Convention on Contracts for the International Sale of Goods shall govern this agreement. All terms used herein shall be given the meanings as used in the Uniform Commercial Code as enacted by the State of Michigan, and the rights of the parties shall be in accordance with said Code, except where this agreement expressly provides to the contrary.

VENUE: The parties agree that any suit, action or proceeding arising out of or relating to this agreement shall only and exclusively be instituted in the County of Wayne, State of Michigan and waive any objection which they may have now or hereafter to the laying of venue of such suit, action or proceeding in the County of Wayne, State of Michigan. The parties acknowledge and agree that the laying of venue in the County of Wayne, State of Michigan is convenient to the parties.

JURISDICTION: The parties agree to personal jurisdiction in any action brought in any court, Federal or State, within the County of Wayne, State of Michigan possessing subject matter jurisdiction over the matters arising under this agreement. The parties hereby irrevocably submit to the jurisdiction of any such court in such suit, action or proceeding. The parties also agree that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.