

Sales Terms and Conditions

1. **Acceptance and Modification.** This price quotation, sales order or order acknowledgment ("Order") constitutes an offer or, alternatively for a sales order acknowledgment, is an acceptance which in either case is made only upon the provisions expressed herein and may not be modified, amended or waived except in writing by Seller's duly authorized representative. Seller hereby objects to any additional or different terms or conditions, whether or not material, contained in Buyer's purchase order or in any acknowledgment or confirmation of this Order. Buyer may accept the terms hereof by acknowledging or confirming this Order, commencing performance or other means manifesting assent to be bound.
2. **Orders.** Seller shall use its best efforts to manufacture and ship goods as ordered by Buyer, but as long as Seller acts in good faith and with due diligence, Seller shall not be responsible or liable for any production or shipping delays.
3. **Prices and Price Changes.** Buyer shall pay the announced price in effect at time of shipment. Any sales, use or other similar tax imposed by any governmental authority on goods shipped by Seller shall be added to the price to be paid by Buyer.
4. **Credit.** Payment terms may be changed at any time with or without prior notice and are those in effect at time of shipment. Any invoice not paid when due shall be subject to a late charge of two percent (2%) per month or portion thereof. Any credit extended to Buyer hereunder shall be subject to Seller's normal credit standards and approval procedure in effect from time to time, an up on request Buyer shall provide Seller with sufficient information for Seller to evaluate Buyer's financial condition.
5. **Delivery.** Unless specified in writing otherwise, title passes at the producing mill irrespective of whether a freight allowance is provided or freight is prepaid. Seller reserves the right to route all shipments. If shipped otherwise at Buyer's request, Buyer shall pay the difference in the rate of transportation. Buyer assumes risk of damage or loss of goods and risk of delay in shipment upon Seller's delivery of goods to the carrier. Claims for loss or damage in transit must be filed in Buyer's name. Shipment and tender of goods may be made in a single delivery or in lots, at Seller's option.
6. **Overruns/Under runs.** Unless otherwise accepted by Seller in writing, Orders for goods are subject to industries standard practices for overruns and under runs according to the type and quantity each item ordered.
7. **Limited Warranty.** Because of the great number and variety of applications for which Seller's goods are purchased, Seller does not recommend specific applications or assume and responsibility for use, results obtained or suitability for specific applications. Buyer is cautioned to determine the appropriateness of Seller's goods for Buyer's specific application before ordering and to test and evaluate thoroughly all goods before use. All goods hereunder shall conform with Seller's standard grade specifications and title conveyed shall be good and marketable. **THERE ARE NO OTHER WARRANTIES**

EXPRESS OR IMPLIED IN CONNECTION
WITH THE SALE OF GOODS INCLUDING ANY IMPLIED WARRANTY OF
MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Claims.** Claims for defective goods must be made within ninety (90) days after shipment and claims for handling damage must be made within thirty (30) days after shipment. Buyer's exclusive remedy shall be at Seller's option, replacement of the defective goods or credit or refund of purchase price paid, plus cost of transportation with respect thereto. Neither Buyer nor Seller shall be liable for incidental, exemplary or punitive damages for default, and Seller shall not be liable for any claim in excess of the purchase price of the goods to which the claim relates, whether involving defective goods or otherwise arising in contract or tort, including strict liability and negligence.
9. **Governing Law.** The rights and obligations of the parties contained here in shall be governed by the laws of Michigan, excluding any choice of law rules which may direct the application of the law of another jurisdiction.
10. **Indemnity.** If any claim is made that Seller is violating any law or regulation or is infringing any patent, trademark or copyright or is contributing to any act of unfair competition by reason of Seller's manufacture or sale to Buyer of goods specified by Buyer, Seller, at its option, may suspend shipment or cancel the Order. Buyer, at its own expense, shall indemnify and hold harmless Seller from any claim, charge, liability, or damage for violating any law or regulation, infringing any patent, trademark or copyright or contributing to any act of unfair competition by reason of Seller's manufacture of sale to Buyer of goods specified by Buyer.
11. **Force Majeure.** Seller shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control, including without limitation: act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; political strife; delay in transportation; scarcity or inability to obtain raw materials or energy at reasonable prices; compliance with any regulation or directive of any national, state or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Seller in unable to overcome.
12. **Entire Agreement.** The terms and conditions contained herein (and contained on Seller's quotation, specifications, order acknowledgment, invoice and other forms) constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede all prior agreements or understanding between the parties. These terms and conditions may be modified only in writing and signed by both parties.
13. **Separate Shipment.** Each shipment of goods shall constitute a separate and distinct sale, and any default by Buyer in ordering, accepting or paying for any shipment shall not affect Seller's right to insist upon full performance of Buyer's obligations here under and to stop shipment until any and all such defaults are made good. Seller may, and its option, treat such default as a final refusal of Buyer to accept further shipments.