

## **ROSLER METAL FINISHING USA, LLC - STANDARD TERMS AND CONDITIONS**

1. **Formation of Contract.** The terms set forth in this form are the sole terms for the sale of goods and services by Seller, unless otherwise specifically provided for by Seller in this document, and shall apply to the exclusion of any inconsistent or additional terms contained in Buyer's order or acknowledgment or otherwise proposed by Buyer. Buyer's acceptance of these terms shall be conclusively presumed by Buyer's signature on this form or by Buyer's submission of a purchase order in response to this document. Any contract made for the sale of goods or services by Seller is expressly conditional on Buyer's assent to the terms stated in this document. Seller objects to any additional or inconsistent terms proposed by Buyer.
2. **Price.** The quoted price does not include applicable taxes such as city, state or federal, sales, use, or excise taxes. All taxes and charges shall be Buyer's responsibility and may be added to the invoice as a separate and additional charge to Buyer unless an acceptable exemption certificate is presented to Seller. The price quoted by Seller shall be subject to any increases in Seller's cost of labor or materials occurring after the date of this quotation and before shipment. Unless otherwise indicated, all quoted prices are EX Works, Seller's plant.
3. **Warranty.** Warranty applies only to Sales of Machinery. Consumables and Spare Parts are NOT covered in this Seller warrants to the original Buyer that the goods manufactured by Seller shall be free under normal use from defects in material or workmanship, except for normal wear and tear, for a reasonable period of time not to exceed twelve (12) months from the date of installation with a maximum of 2000 working hours excluding labor related expenses. This warranty does not extend to future performance. Notwithstanding the foregoing, if the goods are specially designed for Buyer, the sole responsibility of Seller is to manufacture goods based on materials supplied by Buyer, process test results and process development requirements submitted by Buyer, which have been agreed to and approved by Seller. Seller's obligation under its warranty is limited to Seller's repair or replacement, at Seller's sole discretion, of those goods sold by Seller to Buyer that do not satisfy this warranty, provided that written notice of the defect is given to Seller by Buyer within thirty (30) days after the defect is discovered. The determination of whether a defect exists shall be made solely by Seller. Buyer shall not return any goods to Seller until Seller has been provided a reasonable opportunity to inspect and sample the goods at the Buyer's premises to determine whether a defect exists and whether the goods should be repaired or replaced. Any shipping cost for returning defective goods shall be paid by Seller. Any goods returned to Seller shall be subject to a reasonable charge to cover Seller's cost of handling, restocking, and reconditioning the goods to return them to saleable condition. This Warranty shall not cover any article that has been misused, neglected, damaged or altered after leaving Seller's possession.
4. **DISCLAIMER.** **NOTWITHSTANDING ANY OTHER PROVISION IN THIS DOCUMENT, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE**

**WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALSO DISCLAIMS AND EXCLUDES ALL LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR ANY OTHER SPECIAL DAMAGES OF BUYER, INCLUDING LOST PROFITS, FOR BREACH OF WARRANTY OR OF CONTRACT OR OTHERWISE. THE WARRANTY PROVIDED IN THIS PARAGRAPH IS THE SOLE AND EXCLUSIVE REMEDY OF BUYER AGAINST SELLER.**

5. Indemnification. BUYER AGREES TO INDEMNIFY AND HOLD SELLER, ITS AGENTS AND EMPLOYEES, HARMLESS from all claims and causes of action brought against Seller and from all damages, losses, expenses, attorneys' fees, costs and liabilities sustained by Seller arising out of any claimed defect in the goods and services supplied by Seller and any claimed improper manufacture, design, design drawings, specifications, materials or repairs provided by Seller pursuant to this document. BUYER'S OBLIGATION UNDER THIS PARAGRAPH SHALL INCLUDE THE OBLIGATION TO INDEMNIFY AND HOLD SELLER HARMLESS FOR SELLER'S NEGLIGENCE, WHETHER ACTIVE, PASSIVE, CONCURRENT OR OTHERWISE, IN THE PERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS DOCUMENT.
6. Cancellation or Change. Except as otherwise agreed by Seller in writing, a sale of goods or services under this document is not subject to cancellation or change.
7. Delay and Failure to Deliver. Seller shall not be liable in any respect for failure to ship or for delay in shipment where the failure or delay is due in whole or in part to shortage or curtailment of material, labor, transportation or utility services, or to any labor or production difficulty in Seller's plant or those of its suppliers, or to any cause beyond Seller's control.
8. Time for Bringing Action. Any action for breach of the terms contained herein must be commenced within two (2) years after the cause of action has accrued.
9. Applicable Law. This contract shall be governed by the Uniform Commercial Code as adopted in the State of Michigan and effective on the date of this Agreement.
10. Entire Agreement. THERE ARE NO OTHER AGREEMENTS, WARRANTIES, TERMS OR CONDITIONS RELATING TO THE GOODS OR SERVICES TO BE PROVIDED UNDER THIS DOCUMENT.