

## TERMS AND CONDITIONS OF SALE

1. The written acceptance by buyer of this contract, the commencement of any work, performance of any services or delivery of any goods does hereby constitute acceptance by buyer of this contract and all of the terms and conditions hereto.
2. HENEVELD SPECIFICALLY OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS BY THE BUYER IN ACKNOWLEDGING THIS CONTRACT.
3. All goods and services received or work performed is subject to buyer's right of inspection before payment or acceptance. Buyer's rejection or revocation of acceptance of any goods, services or work purchased hereunder shall be effective if buyer notifies Heneveld thereof within 48 hours of delivery. Buyer may return any rejected goods, and buyer may charge Heneveld with the cost of transportation, shipping, repackaging or like expense. Heneveld shall, with all possible speed, correct and replace the goods, services or work rejected by the buyer at Heneveld's expense.
4. Buyer may terminate the work to be performed under this contract in whole or in part at any time by written notice to Heneveld. Heneveld shall immediately stop work on this contract upon receipt of this written notice. Except where termination is caused by default in the delivery or performance by Heneveld, Heneveld shall be entitled to reimbursement for its actual cost incurred up to and including the date of termination of this contract. Heneveld shall also be entitled to a reasonable profit on work done prior to such termination at a rate not exceeding the rate used in establishing the original contract price. In no event shall such claim exceed the value of this contract.
5. Buyer may, at any time, or from time to time issue Change Orders to Heneveld. Such Change Orders may: (a) increase or decrease the operations covered by this contract, including quantity of products ordered; (b) change the drawings, plans specifications or other instructions; (c) make changes in the time or delivery schedule. If such Change Order causes an increase or decrease in the amount of work, product or services hereunder, or in the cost of performance, or in the time required for performance, an adjustment shall be made in the contract price and/or delivery or performance schedule and this contract shall be amended, in writing, accordingly. Any such Change Order shall not be effective until both parties have signed the same. No change or amendment to this contract of any nature shall be valid unless both parties sign a Change Order. No claim for extras, expense or otherwise shall be made by buyer for additional work, serviced products, except by written Change Order signed by both parties, unless such claim is pursuant to a Verbal Change Order within the time frame set forth in Paragraph 6.
6. Verbal Change Orders of less than Five Hundred Dollars (\$500.00) do not require a written Change Order. Verbal Change Orders of greater than Five Hundred Dollars (\$500.00) do require a written Change Order. Verbal Change Orders relative to or altering this contract may be made if both parties agree to said changes and a written Change Order (when required) is subsequently signed by both parties within seventy-two (72) hours. Verbal changes may only be made by the parties (or officers of the parties) which have executed this contract. Employees or agents of either party shall specifically have no authority to make Verbal Change Orders, and the parties hereby agree that any such attempted Verbal Change order shall be unlawful and unenforceable.
7. Deliveries of material ordered shall be limited to the quantities specified in this contract. Shipments in excess of those authorized may be returned to Heneveld at its cost.
8. Buyer agrees to indemnify and hold Heneveld harmless, and assume any legal liability to defend Heneveld, its agents, employees, officers and directors, from any claim or action by any third party (including buyer) arising out of delivery or use of materials, or performance of work pursuant to this contract, or from the presence of the buyer's employees on job site in connection with this contract.
9. Heneveld warrants material or service supplied hereunder shall conform to the manufacturer's published specifications. Equipment, parts or other goods which prove defective under normal and proper usage will be repaired and/or replaced, at Heneveld's option, for a period of one (1) year from the date of invoice provided buyer has complied in full with terms and payment and other conditions of this contract.
10. **EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF THE GOODS OR SERVICES FURNISHED UNDER THIS TRANSACTION BY HENEVELD. HENEVELD SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. HENEVELD SHALL HAVE NO OTHER LIABILITY TO BUYER IN CONNECTION WITH THE GOODS OR SERVICES FURNISHED UNDER THIS TRANSACTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY INJURY OR DAMAGES TO PERSONS AND PROPERTY. HENEVELD SHALL HAVE NO LIABILITY TO BUYER FOR ANY PRODUCT LIABILITY CLAIM AND BUYER SHALL INDEMNIFY AND HOLD HENEVELD HARMLESS AS TO ANY PERSONAL INJURY CLAIM RELATING TO USE OF THE GOODS AND SERVICES PROVIDED BY HENEVELD. HENEVELD IS NOT LIABLE FOR DELAY, DAMAGE OR LOSS DUE TO CAUSES RELATING TO ACTS OF GOD, EXPLOSIONS, TRANSPORTATION, ACCIDENT, FIRE, STRIKE, CIVIL OR MILITARY AUTHORITY, INSURRECTION OR OTHER CAUSES BEYOND HENEVELD'S CONTROL, OR ANY PRODUCTION LOSS DUE TO LATE DELIVERY OR FAILURE OF ANY EQUIPMENT. ALSO, HENEVELD'S LIABILITY TO BUYER SHALL CEASE ONCE ANY FURTHER PROCESSING, ASSEMBLING OR ANY OTHER WORK HAS BEEN UNDERTAKEN ON SAID MATERIAL.**
11. **THE BUYER AGREES TO ACCEPT THE LIMITS OF LIABILITY AS SET FORTH HEREIN TO THE EXCLUSION OF ANY AND ALL PROVISIONS AS TO LIABILITY ON THE BUYER'S OWN INVOICES, PURCHASE ORDERS, OR OTHER DOCUMENTS. IF THE BUYER DESIRES HIS OWN PROVISIONS AS TO LIABILITY TO REMAIN IN FORCE AND EFFECT, THIS MUST BE AGREED TO IN WRITING, SIGNED BY AN OFFICER OF HENEVELD. IN SUCH EVENT, A DIFFERENT CHARGE FOR OTHER SERVICES REFLECTING THE HIGHER RISK TO HENEVELD SHALL BE DETERMINED BY HENEVELD AND BUYER.**

12. This contract shall not be modified, rescinded or canceled, except in writing signed by Heneveld and the buyer.
13. All claims arising out of this contract by either Heneveld or the buyer shall be commenced within one (1) year from the date the cause of action arose. The parties agree that any controversy or claim arising out of this contract, or claimed breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrators may be entered in a court of competent jurisdiction in Kent County, Michigan. This contract shall be deemed to have been made in Kent County, Michigan. In the event that injunctive relief is determined necessary by the non-defaulting party, then an action for injunctive relief may be brought in a court of competent jurisdiction in Kent County, Michigan. Buyer consents that such courts and arbitrators shall have jurisdiction over buyer with respect to any action. Heneveld, if it is the prevailing party in any arbitration or court action shall be entitled to all reasonable attorney's fees, costs, and other expenses incurred in such action. This provision shall apply to this contract and all Change Orders, modifications or amendments.
14. Buyer agrees to pay a service charge of 1.5% per month on any invoice outstanding starting 30 days after the invoice date.
15. All the terms and provisions in this transaction shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective heirs, beneficiaries, personal representatives, successors and assigns of the parties to this transaction.
16. This agreement is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.
17. Any term of this transaction which is found to be ambiguous shall not be construed against Heneveld as the drafter under any rule of construction.