

CENTURY TOOL & GAGE, LLC
TERMS AND CONDITIONS OF SALE

1. Sale and Purchase. These Terms and Conditions of Sale ("Terms and Conditions") are the only terms which govern the sale of any goods, materials, products or services (the "Products") by Century Tool & Gage, LLC (the "Seller") to the buyer of such Products (the "Customer"). Except to the extent otherwise expressly agreed in writing signed by an authorized officer of Seller, these Terms and Conditions and Seller's quotation, invoice, proposal and confirmation of sale, constitute the entire agreement ("Agreement") between Customer and Seller regarding the sale of Products between them, and these Terms and Conditions supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, whether written or oral, between the parties regarding the sale of the Products. These Terms and Conditions prevail over any of Customer's terms and conditions of purchase regardless whether or when Customer has submitted its request for quote, purchase order or its own set of terms and conditions. Transaction-specific terms agreed upon in writing between Seller and Customer regarding quantity, price, shipping and scheduling are also considered part of the Agreement. By the fact of Customer ordering Products from Seller, and/or by its acceptance of Seller's performance, Customer expressly agrees to and accepts these Terms and Conditions, and agrees that any different or conflicting terms and conditions submitted from Customer to Seller, whether in conjunction with a request for quote, purchase order, confirmation or otherwise, shall not be effective and are deemed a nullity, regardless of when Customer submitted such terms and conditions. Seller's acceptance of Customer's purchase orders are expressly conditional on Customer's assent to these Terms and Conditions. UNLESS CUSTOMER, IN CONJUNCTION WITH THE SUBMISSION OF A PURCHASE ORDER TO SELLER, SUBMITS A WRITTEN REJECTION OF THESE TERMS AND CONDITIONS SIGNED BY THE PRESIDENT OF CUSTOMER, AND IN RESPONSE AN OFFICER OF SELLER SIGNS A WRITTEN WAIVER OF THESE TERMS AND CONDITIONS, CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS BY THE PRESENTMENT OF A PURCHASE ORDER TO SELLER, NOTWITHSTANDING ANYTHING TO THE CONTRARY. SELLER HEREBY EXPRESSLY REJECTS, OBJECTS TO, AND IS NOT BOUND BY ANY OTHER TERMS AND CONDITIONS FROM CUSTOMER WHICH ATTEMPT TO IMPOSE UPON SELLER ANY TERMS AND CONDITIONS THAT DIFFER FROM SELLER'S TERMS AND CONDITIONS. Seller rejects all such additional or conflicting terms and conditions submitted by Customer. Seller's Terms and Conditions shall be deemed to control during the entire period of time in which Seller and Customer discuss and/or transact business. Except as provided for above, SELLER'S PERFORMANCE OR FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY CUSTOMER COMMUNICATION OR DOCUMENT SHALL NOT BE DEEMED TO WAIVE, MODIFY OR AMEND ANY PROVISION HEREIN OR CONSTITUTE SELLER'S ASSENT TO ANY SUCH ADDITIONAL, DIFFERENT AND/OR INCONSISTENT TERMS.

2. Purchase Price. As consideration for the sale of the Products, Customer shall pay Seller the purchase price identified on the Primary Document (the "Purchase Price").

3. Payment of Purchase Price and Other Charges; Credit Terms. Credit terms extended to Customer are at all times subject to the discretion of Seller, and Seller may at any time require payment in full, in advance of or after the sale of the Products. Unless other arrangements are already in place, the Purchase Price and other charges owing Seller under the Agreement shall be payable within 30 days from the date of Seller's invoice. Amounts owing to Seller but unpaid after the date those amounts were due shall accrue a service charge of 2.5% per month, compounded monthly.

4. Delivery and Performance. The delivery of the Products (and performance of services) will be scheduled by mutual agreement between the parties. SELLER SHALL NOT BE LIABLE FOR DELAYS IN DELIVERY OR PERFORMANCE PROVIDED IT IS USING GOOD FAITH EFFORTS TO PERFORM ITS OBLIGATIONS. SELLER ALSO SHALL NOT BE RESPONSIBLE FOR ANY DELAYS IN DELIVERY DUE IN WHOLE OR IN PART TO CIRCUMSTANCES NOT COMPLETELY WITHIN ITS CONTROL. Any claim of shortage must be made to Seller no later than 48 hours after Customer's receipt of the portion

of the Products at issue.

5. Risk of Loss. Risk of loss for damage to the Products shall pass to Customer FOB Seller's manufacturing or distribution facility.

6. Taxes. The Purchase Price stated in the Primary Document is exclusive of any sales or other taxes with respect to the purchase of the Products, and Customer shall be solely responsible for payment of all taxes.

7. Warranty Disclaimers. **SELLER WARRANTS THAT IT WILL REPAIR OR REPLACE, AT SELLER'S ELECTION, ANY PRODUCT THAT DOES NOT CONFORM TO THE SPECIFICATIONS IDENTIFIED ON THE PRIMARY DOCUMENT, PROVIDED THAT SELLER IS NOTIFIED OF A BREACH NO LATER THAN NINETY (90) DAYS FOLLOWING CUSTOMER'S RECEIPT OF THE PRODUCT. REPLACEMENT OR REPAIR ARE THE SOLE REMEDIES FOR BREACH OF SELLER'S WARRANTY. OTHER THAN SAID WARRANTY, THE PRODUCTS ARE BEING SOLD TO CUSTOMER "AS IS," AND SELLER HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Disclaimer of Consequential Damages; Limitations on Remedies. SELLER HEREBY DISCLAIMS ANY AND ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF USE, DOWNTIME, LOST PROFITS, COVER, RECALL COSTS, LOSS OF GOODWILL, FREIGHT EXPENSES, INDEPENDENT CONTRACTOR EXPENSES, ATTORNEYS' FEES, LEGAL EXPENSES AND EMPLOYEE WAGES AND BENEFITS. IN NO EVENT SHALL SELLER'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY, ARISING OUT OF OR RELATING TO THE PRODUCTS OR THE AGREEMENT, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, OR ARISING IN TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE PURCHASE PRICE FOR THE PRODUCT TO WHICH THE CLAIM RELATES, OR \$500, WHICHEVER IS THE GREATER AMOUNT.

8. Statute of Limitations. No claim or cause of action may be brought against Seller for breach of the Agreement, breach of warranty, or any claim arising in contract, tort or otherwise, more than one (1) year following accrual of that claim or cause of action.

9. Default; Remedies; Security Agreement. Customer shall be in default under the Agreement for failure to (i) timely pay the Purchase Price or (ii) to perform any other obligation of Customer under the Agreement, or (iii) if Customer is subject to any bankruptcy or receivership proceeding or makes an assignment for the benefit of creditors. Customer shall also be considered in default under the Agreement in the event Customer is in breach of or in default under any other agreement or contract between Seller and Customer. In the event of default, Seller shall have all rights and remedies available to it at law or in equity. Customer further grants to Seller a purchase money security interest in the Products, in order to secure all obligations of Customer under this Agreement. Customer authorizes Seller to file UCC financing statements reflecting its interest in the Products. In the event Seller takes any action to enforce the Agreement, Customer agrees to immediately reimburse to Seller, on demand, all attorneys' fees, court costs, and other expenses incurred in connection with such enforcement.

10. Governing Law, Exclusive Jurisdiction. The Agreement shall be governed by, construed, and enforced in the accordance with the laws of the State of Michigan, without reference to conflict of law principles. Any claim, cause or action, or dispute arising out of or relating to the Agreement shall be subject to the exclusive jurisdiction of a state courts of competent jurisdiction in Genesee County, Michigan, or the U.S. District Court for the Eastern District of Michigan. The parties hereby consent to personal jurisdiction and venue in said courts in accordance with this Section 11.

11. No Reliance on Assistance; Modifications and Installation. Any advice or recommendations made to Customer by Seller relating to the Products cannot be relied upon by Customer, and Seller shall not be liable therefor. Customer assumes the risk of acting on any such advice or recommendations. SELLER MAKES NO REPRESENTATION OR WARRANTY: (i) THAT ANY PRODUCT WILL PERFORM IN CONNECTION WITH ANY OTHER PRODUCT, PROCESS OR INSTALLATION NOT SUPPLIED BY SELLER; (ii) AS TO ANY PRODUCT THAT IS DAMAGED, MODIFIED OR IMPROPERLY USED AFTER SHIPMENT BY SELLER; OR (iii) AS TO ANY PRODUCT THAT IS NOT INSTALLED BY A QUALIFIED INSTALLATION EXPERT IN A MANNER CONSISTENT WITH SELLER'S INSTALLATION RECOMMENDATIONS. Customer agrees to indemnify, defend, and hold harmless Seller and its affiliates and their respective members, managers, officers, directors, employees, parents, subsidiaries and agents, from and against all claims, causes of action, damages, losses and costs (including but not limited to attorneys' fees) arising out of or relating to any matter or circumstance for which Seller is not liable as a result of the application of this Section 12.

12. No Assignment. Customer may not assign any rights or delegate any duties arising out of or relating to the Agreement without the prior written consent of Seller. Any attempted assignment or delegation without such consent shall be void and of no effect.

13. No Waiver. No waiver of any breach of the Agreement shall be deemed effective unless in a writing signed by the waiving party. No waiver of one breach shall be deemed a waiver of any other breach, or a waiver of the same breach that continues beyond the agreed-upon waiver period.

14. Force Majeure. Seller shall not be liable for failure to perform or delays in performance caused by acts of God, war, armed conflict, acts of terrorism, fire, explosions, floods, strikes, work stoppages, slow-downs, other labor difficulties, shortages or interruptions of power and/or fuel, shortages or interruptions of materials, shortages or interruptions of labor, shortages or interruptions in transportation, traffic, unanticipated and/or significant increases in Seller's costs, accidents, disasters, catastrophes, customs and border delays, embargoes, economic sanctions compliance, other delays, disease, epidemic, pandemic, compliance with any order or directive of any government agency, official or court, or other event or circumstance beyond Seller's exclusive and reasonable control. In the event of any of the foregoing, Seller's performance (i) shall be excused and/or (ii) the time for Seller's performance shall be extended to such time as may be reasonably necessary to enable Seller to profitably perform. Seller also may, in the event of such an event, allocate its available supply of Products among itself and its customers as Seller chooses, in its sole and absolute discretion, without penalty

15. Online Publication. Seller's Terms and Conditions may be published on Seller's website, and if so published shall be deemed to be incorporated into all documents between Seller and Customer, with or without further notice or reference, including but not limited to all correspondence, offers, quotations, acceptances, purchase orders and invoices.

16. Entire Agreement; Amendments. The Agreement constitutes the entire agreement between the parties with respect to the matters contemplated therein, and supersedes all prior, contemporaneous and/or inconsistent agreements, understandings, and negotiations in the manner set forth above. The Agreement may be amended or modified only by a writing signed by the General Manager or President of Seller.