

GENERAL DIE & ENGINEERING, INC. QUOTATION TERMS AND CONDITIONS OF SALE

1. The quotation and these incorporated General Die & Engineering, Inc. Quotation Terms and Conditions of Sale (collectively the "Quotation") constitute an offer (the "Offer") by the General Die & Engineering, Inc. ("Seller") to sell the products and/or services described in the Quotation (the "Products") to the buyer listed on the face of the Quotation ("Buyer"). The document is not an acceptance of any offer or counteroffer made or purchase order submitted by Buyer, and this Offer and acceptance by Buyer shall be limited to and conditional upon Buyer's acceptance of the terms of the Quotation exclusively. Buyer's authorization, whether written or verbal, for Seller to commence any work relating to the manufacture of the Products shall be acceptance of the Quotation. Buyer may also accept the Quotation by written confirmation or by placing an order for the Products. If a purchase order or other correspondence issued by contains terms or conditions which modify, add to or are contrary to the terms and conditions of the Quotation, such terms are rejected and the contract shall proceed on the terms of this Quotation exclusively. Seller's acceptance of any release or other order for the Products shall not be construed as assent to any additional terms and conditions, nor will that constitute a waiver by Seller of any of the Terms and Conditions nor an acceptance of any such additional provisions. The Quotation constitutes the entire understanding between the parties with respect to the subject matter of the contract and supersedes any prior discussions, negotiations, agreements and understandings. Modifications to the contract created herein can be made only by a writing signed by an authorized representative of each party.
2. Buyer warrants that there are no patents, copyrights or other proprietary rights which will or may be infringed by manufacture or use of the mold and any other goods sold hereunder (the "goods"). The Buyer agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any suit or proceeding which may be brought against Seller or any of its subsidiaries, constituent companies, agents or vendees, hereinafter for the purposes of the Section collectively referred to as the Buyer, for alleged patent infringement, as well as for the trademark, or appearance of goods, by reason of the use or sale of any goods furnished under this Quotation, except for goods manufactured entirely to Seller's specifications, and the Buyer further agrees to indemnify Seller against any and all expense, loss, royalties, profits and damages, including court costs and attorneys' fees resulting from the bringing of such suit or proceedings, including any settlement or decree or judgment enter therein. The Seller may be represented by and actively participate through its own counsel in any such suit or proceedings, if it so desires. The Buyer's obligations hereunder shall survive acceptance of the goods and payment therefor by the Buyer.
3. Buyer agrees that it shall assume sole responsibility for any suggestion made by Seller concerning the construction and / or design of the goods provided that said suggestion is first approved by the Buyer.
4. Buyer may cancel its acceptance of this Quotation by delivering a written notice of cancellation to Seller at any time prior to delivery, provided, however, that in the event Buyer shall so cancel it shall be liable to Seller for the sum of the following: (1) Labor and material costs expended or incurred by Seller in connection with the goods; (2) The cost of all materials specially ordered or on hand to be used in connection with the goods but not yet in process; (3) Each and every other expense incurred by Seller in connection with the goods including overhead and including overhead and indirect costs; and (4) Fifteen percent (15%) of the full purchase price as set forth on this Quotation.
5. Seller warrants all goods delivered hereunder to be free of defects in materials or workmanship at the time of shipment. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY STATED HEREIN, SELLER DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR FITNESS FOR ANY PURPOSE WHATSOEVER, UNLESS THIS QUOTATION OTHERWISE ASSUMES RESPONSIBILITY THEREFOR, SELLER SHALL HAVE NO RESPONSIBILITY OR LIABILITY SHOULD THE GOODS FAIL TO PERFORM ANY PARTICULAR FUNCTION OR PRODUCE ANY PARTICULAR PART OR PRODUCT. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR TRANSPORTATION, INSTALLATION, ADJUSTMENT, OR OTHER EXPENSES WHICH MAY ARISE IN CONNECTION WITH THE GOODS. ANY ABUSE OR MISUSE OF THE GOODS VOIDS THIS LIMITED WARRANTY.
6. Buyer shall have fifteen (15) days next following delivery, by Seller, of the goods in which to notify Seller of any claimed defect in the goods or any failure of the goods to conform to the specifications and description for the goods as set forth on the reverse side hereof. In the event Seller determines that there has been such a defect or failure to conform, then at the option of the Seller: (1) Seller may correct or rework or remanufacture the defective goods upon the return of the defective goods to the Seller; or (2) An amount to be agreed upon by the parties shall be deducted from the purchase price for the correction or reworking or remanufacturing of the goods by others. In the event Buyer fails to timely notify the Seller of any defect or failure to conform as provided in this paragraph 6, the goods shall be conclusively presumed to have conformed and Buyer shall be deemed to have accepted the goods.
7. Buyer shall accept the goods F.O.B. Seller's facility, Grand Rapids, Michigan. Method and route of shipment are at Seller's discretion, unless Buyer supplies explicit instructions otherwise. All expenses and risk of loss for any damages incurred in the transportation of the goods including any risk of loss of loading or unloading shall be borne solely by Buyer, unless otherwise specified in writing by a duly authorized officer of Seller. All claims for loss, damage, or delay against the carrier must be made by Buyer. Buyer shall accept partial delivery of any order, and any defect therein or failure to make any subsequent partial delivery shall be severable and not constitute a breach of the entire Quotation. Shipments and deliveries shall at all times be subject to the approval of Seller's credit department, in its sole discretion, and in case Seller shall have any doubt as to timely payment, Seller may decline to make any further shipments hereunder, except upon receipt of satisfactory security or cash before shipment.
8. As security for payment by Buyer of the Purchase Price, Buyer pledges and grants to Seller a security interest in all goods and property delivered or to be delivered hereunder. The Buyer authorizes the Seller to file financing statements containing the collateral description which reasonably describes the goods and property in which a security interest is granted under these terms and conditions. A carbon, photographic or other reproduction of this agreement shall be sufficient, and can be filed, as a financing statement.

9. ANY CAUSE OF ACTION ARISING UNDER OR BY VIRTUE OF THIS QUOTATION AND ANY AGREEMENT RESULTING THEREFROM MAY BE FILED ONLY IN THE CIRCUIT COURT FOR THE COUNTY OF KENT, MICHIGAN, THE JURISDICTION OF WHICH IS AGREED TO AND ACCEPTED BY THE PARTIES AND THE PARTIES DO HEREBY AGREE THAT THIS QUOTATION AND ANY AGREEMENT RESULTING THEREFROM BE DEEMED TO BE MADE AT SELLER'S PLACE OF BUSINESS AND SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF MICHIGAN (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS), AND, ADDITIONALLY, WITH RESPECT TO PRODUCTS DELIVERED OUTSIDE THE UNITED STATES OF AMERICA, THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. IT IS FURTHER AGREED BY AND BETWEEN BUYER AND SELLER THAT ANY ACTION FOR BREACH OF THIS QUOTATION, WHETHER IN WHOLE OR IN PART, MUST BE FILED IN THE AFORESAID COURT WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION SHALL HAVE FIRST ACCRUED OR BE FOREVER BARRED.

10. Neither Buyer or Seller shall be permitted to assign or transfer any right or interest in this Quotation without the written consent of the other.

11. The amount of any taxes which may be applicable to the sale of the goods provided for hereunder shall be added to the purchase price and paid by Buyer except to the extent Buyer provides Seller with an appropriate certificate of exemption from any such tax.

12. If any provision of this Quotation or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Quotation which can be given effect without the invalid or unenforceable provision.