1. Acceptance. The following terms and conditions of sale are applicable to all sales of Products or Services, and all quotations, estimates, invoices, purchase orders, and acknowledgments for their purchase. If any term or condition of any Buyer’s purchase order or acknowledgment deviates from or is inconsistent with these terms and conditions, Seller shall not be bound thereby unless and until Seller, by letter or other written instrument signed by an authorized officer of Seller, has expressly agreed in writing to such deviations or inconsistencies. If any term or condition hereof is declared illegal, invalid, or unenforceable, then such term or condition shall be stricken and the remainder of these terms and conditions shall be and remain in full force and effect.

2. Time of Payment. Time of payment is of the essence. Amounts due hereunder may be collected without prior notice or demand. Purchaser shall pay all amounts due hereunder without deduction for any reason. All amounts due hereunder are subject to the Application of any taxes, duties, fees, charges, or other levies imposed, levied, assessed, or collected by any governmental authority with respect to the sale, purchase, importation, or other transactions in connection with these Products or Services or any thereof.

3. Title / Risk of Loss / Delivery. All shipments to be made hereunder shall at all times be subject to the approval of Seller's credit department. Seller may invoice Purchaser and recover for each shipment made pursuant to this Agreement as a separate transaction, and shipment date of each such shipment shall be the date of such invoice. Purchaser shall have no right to retrieve any Products without Seller's prior written authorization. Any return authorized by Seller shall be made in accordance with Seller's returns policies then in effect and must be prepaid and to be accompanied by a copy of return authorization. All returns shall be subject to the approval of Seller and shall be at Purchaser's sole risk and expense. All losses and damages resulting from or in connection with return of Products shall be borne by Purchaser. Seller shall have the right to retain as security for claims due hereunder any Products returned by Purchaser.

4. Inspection / Non-Conforming Shipments. Seller grants Purchaser the right to inspect Products for a period of thirty (30) business days immediately following delivery ("Inspection Period"). Purchaser must notify Seller of any Products that do not conform to the terms applicable to their sale within the Inspection Period, or else such Products will be deemed to have been accepted by Purchaser. Seller shall not be liable for any Products returned or rejected by Purchaser that are not accompanied by a copy of the invoice on which such Products were originally purchased, or where such invoice has not been properly returned to Seller by Purchaser without written authorization. Any return authorized by Seller must be made in accordance with Seller’s returns policies then in effect and must be prepaid and to be accompanied by a copy of return authorization. All returns shall be subject to the approval of Seller and shall be at Purchaser's sole risk and expense. All losses and damages resulting from or in connection with return of Products shall be borne by Purchaser. All returns must be promptly returned to Seller upon written request from Seller. Purchaser acknowledges that no license or rights of any kind, express or implied, or any other interest in or to the Products or Services ("Products or Services") called for in said Purchase Order shall constitute its acceptance of the Products or Services.

5. Technical Data. All physical properties, statements and recommendations are either based on the tests or experience that Seller believes to be reliable, but they are not guaranteed.

6. H深刻的uste Use. Purchaser is solely responsible for determining whether any Product is fit for a particular purpose and suitability for purchase. Seller shall not be responsible for the results or consequences of use, misuse or application of its Products by anyone.

7. Inspections. Unless otherwise agreed in writing by Seller, all material, equipment, facilities, and services shall be inspected by Seller at Purchaser's sole expense immediately prior to payment. Purchaser shall be entitled to reasonable opportunity to inspect the Products in the Seller's possession and in transit as well as at the destination of the Products, and to do so in the presence of Seller's representative. Regardless of whether or not the Products pass inspection, Purchaser shall be bound by the terms and conditions of sale unless it is asserted to the contrary in writing. The Products are sold "AS IS" and "WHERE IS" and WITH ALL FAULTS except as set forth above.

8. Product Licensing. Seller shall have no obligation to license, authorize, sell, assign, lease, rent, or otherwise permit any use of the Products by Purchaser and Purchaser is not responsible for the results or consequences of use, misuse or application of its Products by anyone.

9. Technical Data. All physical properties, statements and recommendations are either based on the tests or experience that Seller believes to be reliable, but they are not guaranteed.

10. Force Majeure. Seller shall not be liable for failure to perform or delay in performance or delivery of any Products or Services due to (a) fires, floods, storms, other acts of God, sabotage, terrorism, war, riots, acts of precipitation, or failure to observe any applicable statute, law, ordinance, rule, or regulation, or (b) any act of government or any subdivision or agency thereof, in transportation or lack of transportation facilities, restrictions imposed by governmental authority, or any other cause beyond the control of Seller. Seller shall be excused from performance only to the extent that delay or failure was caused in any material respect by such cause or condition.

11. Dispute Resolution. The parties hereto expressly release and waive any and all rights to a jury trial and consent to have all disputes decided by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be held in the State of Michigan or the County of Wayne, State of Michigan. The parties agree to the exclusive jurisdiction and venue of such courts.

12. Breach of Warranty. Purchaser may not recover damages for breach of warranty unless such breach is brought to the attention of Seller within ten (10) days after delivery or seven (7) days after the occurrence of the event giving rise to the breach, whichever is earlier. Seller shall not be liable for any breach of warranty if the breach is not brought to Seller’s attention within the applicable time period. In the event of a breach of warranty, Seller shall have the option of repairing or replacing the nonconforming Product or Products at Seller’s expense, or refunding the purchase price. Seller shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the sale or performance of any Product or Services, unless otherwise expressly agreed to by Seller in writing.
30. **Severability.** If any provision herein shall be held to be unlawful or unenforceable, the remaining provisions herein shall remain in full force and effect.

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Accepted By (Purchaser)  Date