

GENERAL TERMS AND CONDITIONS OF SALE

I. Scope of Application

- A. Maxitrol Company and its divisions (collectively, “**Maxitrol**”) shall offer, sell and deliver components, equipment, accessories, spare parts and services (“**Products**”) subject to an Order (as defined below) and these General Terms and Conditions of Sale (these “**General Conditions**”). These General Conditions shall control all sales of Products, and the customer ordering Products (“**Customer**”) expressly agrees to all of the terms and conditions contained in these General Conditions. Maxitrol rejects any additional or differing terms and conditions. Any other additional or differing terms and conditions, whether from the Customer or otherwise, shall be of no force or effect, it being acknowledged and agreed that deviation from these General Conditions for the sale of Products to Customer shall not be applicable, even if Customer refers to its own terms and conditions in an Order or its purchasing documents.
- B. Maxitrol must agree to all deviations from Maxitrol’s General Conditions in writing signed by a duly authorized representative of Maxitrol.

II. Purchase of Products and Responsibilities Relating Thereto

- A. Customer shall submit a request to purchase Products in writing, which contains the following information: (i) a description of the Products, (ii) the quantity of Products, (iii) the applicable model number(s), (iv) the delivery and billing location, (v) a point of contact to whom invoices will be submitted; and (vi) the requested delivery date(s). A request satisfying these requirements shall be considered an offer to purchase Products and may be accepted by, and shall be deemed binding upon, Maxitrol only once Maxitrol has confirmed the request in writing signed or acknowledged by a duly authorized representative of Maxitrol. Such final, confirmed request shall be deemed Customer’s order (the “**Order**”). Maxitrol reserves the right not to accept any such request, in whole or in part, in Maxitrol’s sole discretion.
- B. Technical data printed in brochures or advertising material is only an approximation. Data regarding economic usability contained on such brochures or advertising material are examples only and do not constitute a warranty of certain qualities.
- C. Samples or prototypes of Products and sample test reports will be provided by Maxitrol only upon Maxitrol’s consent and at prices established by Maxitrol in its sole discretion. Customer shall not provide samples or prototypes to any third party.
- D. Customer shall be solely responsible for testing the usability of the Products for its own purposes.
- E. Maxitrol is not obligated to furnish detailed or shop working drawings, engineering calculations, computer programs, or other information for any Products or part thereof.

III. Prices and Terms of Payment

- A. The price for a Product (the “**Price**”) is net and as indicated in the Order; provided, that Prices do not include packing or delivery costs. Customer is responsible for all packing and delivery costs, customs cost and other government fees, and all taxes owed in connection with an Order (including, but not limited to sales tax, excise tax, and other government assessments, but excluding taxes imposed on the income of Maxitrol). Customer shall further be responsible for all freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges arising out of the performance of any Order or these General Conditions, unless otherwise expressly set forth in an Order. If such charges are specifically included in the Price, any increase in rates for such services becoming effective after the date of the applicable Order shall be added to the Price. All Prices are quoted and shall be payable in U.S. Dollars.
- B. All payments are due (without any deductions) within thirty (30) days from the date of the applicable invoice. In addition, Maxitrol reserves the right, in its sole discretion, to request prepayment or submission of a letter of credit or a bank guarantee issued by a major United States Bank at least thirty (30) days prior to the scheduled shipping date. If Customer fails to provide a letter of credit or prepayment when requested by Maxitrol, Maxitrol may decline to fill or accept the Order, in its sole discretion.
- C. If Customer fails to pay in full any invoice (or portion thereof) when due, Maxitrol shall be entitled to charge to Customer, and Customer shall pay: (i) late fees equal one and one-half percent (1.5%) of all past-due amounts, calculated on the date such invoice (or portion thereof) becomes past due and for each thirty (30) day period thereafter such invoice (or portion thereof) remains past due, to the maximum extent allowed under the laws of Michigan; and (ii) Maxitrol’s costs of collecting all past-due amounts, including actual attorney’s fees and court costs and expenses. In addition, if Customer fails to pay in full any invoice (or portion thereof) when due, or if, in Maxitrol’s sole discretion, there is a material adverse change in Customer’s financial condition, Maxitrol reserves the right to: (i) revoke any credit extended to Customer; (ii) accelerate and require that Customer immediately pay all other amounts due to Maxitrol by Customer; (iii) cancel any or all Orders (or any unfulfilled portion thereof); or (iv) fulfill further deliveries of Products only against cash in advance or against a deposit of security in an amount deemed appropriate by Maxitrol.
- D. Customer shall not be entitled to offsets or retentions against payments owed to Maxitrol.
- E. If any delay in delivery beyond the date of delivery identified in the Order is requested or otherwise caused by Customer, Maxitrol may adjust the Price in accordance with the provisions of this Section III.E. Maxitrol may unilaterally adjust the price to cover Maxitrol’s increased cost of performance due to a delay in delivery schedule, increases in the costs of labor, materials, production or transportation, change in the law or other conditions beyond Maxitrol’s reasonable control after the date of any Order. Maxitrol may unilaterally increase Prices to cover increased costs (plus reasonable overhead and profit) of design, materials, manufacturing, treating, coating, plating, material or process capability data or logistics requests required by changes requested by Customer to the Products, delivery

schedule or any other performance by Maxitrol after the date of the applicable Order. Maxitrol is not obligated to perform any such changes, but shall be compensated for them if Maxitrol determines to comply with such requested changes.

IV. Shipping, Delivery, Risk of Loss and Default of Delivery

- A. The Product shall be delivered F.O.B. Maxitrol's shipping location. Risk of loss for Products shall pass to Customer upon tender of the Products to the carrier. Notwithstanding the transfer of risk of loss, title to the Products shall remain with Maxitrol until Customer pays Maxitrol in full for such Products and the settlement of all claims arising from or relating to the delivery of such Products.
- B. All Products shall be packed for shipment by Maxitrol in accordance with its standard practices. It is Customer's responsibility to determine whether additional packaging procedures and materials are appropriate for the shipment of Products, and Maxitrol shall implement such additional packaging procedures and materials that are provided to Maxitrol by Customer in writing within a reasonable period of time in advance of the applicable shipment date. Customer shall pay Maxitrol all costs and expenses incurred by Maxitrol for such additional procedures and materials. Customer shall pay Maxitrol for additional handling charges for small, expedited or other shipments outside Maxitrol's normal and ordinary course of business.
- C. Maxitrol shall deliver the Products by tendering the Products to Maxitrol's shipping location for placement in the possession of the designated carrier. Maxitrol will generally follow Customer's shipping instructions, but may make reasonable changes thereto without liability and at Customer's sole expense. Upon Customer's reasonable request, and at Customer's expense, Maxitrol shall: (i) insure a shipment of Products; or (ii) obtain and send to Customer documents reasonably necessary to enable Customer to obtain insurance. Customer is responsible for making any claim against the carrier and other handlers of the Products after delivery to Customer as provided above.
- D. Shipping and delivery dates indicated on Orders are approximations only and are not guaranteed. MAXITROL DISCLAIMS AND SHALL HAVE NO LIABILITY OF ANY KIND OR NATURE ARISING FROM OR RELATING TO SHIPPING OR DELIVERY DELAYS. In the event the shipment or delivery of Products is delayed for any reason, the date of shipment, delivery or performance shall be extended. In the event the shipment or delivery of some, but not all, Products is delayed for any reason, Maxitrol may make a partial delivery of the Products not delayed, and the date of shipment, delivery or performance for the delayed Products shall be extended.
- E. If shipment of any Products or other performance by Maxitrol is delayed at the request of or due to the fault of Customer, Maxitrol may, in its sole discretion, hold the Products at the place of its choosing, at the sole risk and expense of Customer, from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment for the Products shall be due and payable thirty (30) days after Customer is notified that the Products are ready for shipment. If Maxitrol determines not to hold such Products, Customer shall accept shipment upon delivery.

- F. If Customer requests storage of Products prior to final delivery thereof, Maxitrol will attempt to provide or arrange such storage, and a reasonable charge for storage, as computed by Maxitrol, plus all expenses incurred for space, insurance, and handling will be charged to Customer. Invoices for Products stored at Customer's request will be provided at the beginning of the storage period and periodically thereafter in accordance with Maxitrol's standard practices.
- G. Whenever Maxitrol's supply of Products, materials or means of production is insufficient to meet the estimated delivery schedule, or in the event of any Force Majeure (defined below), Maxitrol, in its sole discretion, may allocate such supply to its own use or other customers.

V. Acceptance and Rejection; Installation

- A. Maxitrol's standard test procedures conducted by Maxitrol shall be the criteria for inspection and/or acceptance, unless other specific procedures have been specified in the applicable Order.
- B. Customer shall have seven (7) days after receipt of the Products to inspect and either accept or reject the Products. If Customer wishes to reject the Products, Customer must provide Maxitrol notice in writing (7) days after receipt of the Products and state with specificity all defects and non-conformities upon which Customer will rely to support its rejection, it being acknowledged and agreed that all defects and non-conformities which are not so specified are waived. The Products shall be deemed irrevocably accepted if such notice is not delivered to Maxitrol within such seven (7) day period. No attempted revocation of acceptance shall be effective.
- C. If Customer rejects the Products in accordance with the foregoing procedures, Customer shall return such Products, with transportation charges prepaid by Customer, within three (3) days after notice of such rejection is delivered to Maxitrol in accordance with Maxitrol's instructions. Such return shall be made to Maxitrol's designated return location, and Maxitrol shall not be required to accept any return that fails to comply with Maxitrol's instructions or return goods authorization policy. Customer's failure to so return the Products shall constitute an irrevocable acceptance of the Products.
- D. Maxitrol shall be entitled to cure any non-conformity or breach with respect to rejected Products. There shall be no limitation on the period of time within which Maxitrol may cure any non-conformity or breach, provided it continues to make reasonable efforts to so cure.
- E. Any claim by Customer for shortages in any delivery must be in writing with satisfactory written evidence delivered to Maxitrol within seven (7) days of receipt of the delivery per the signed bill of lading.
- F. Any expense incurred by Customer in the inspection or testing of the Products shall be paid by Customer, whether or not the Products have been rejected as defective or non-conforming or the Products have been accepted and a warranty claim has been made for correction of a defect or non-conformity.
- G. All Products shall be assembled and installed by and at the expense of Customer. Customer assumes all risks of

assembling and installing the Products. Maxitrol has no responsibility to determine the adequacy of the foundation, utilities, or skills of Customer's personnel with respect to such assembly or installation.

VI. Limited Warranty, Disclaimers, Exclusive Remedy, and Limitation on Liability

- A. Maxitrol warrants that the Products are manufactured free from material defects in materials and workmanship and, if used as specified by Maxitrol, will remain in such condition for the applicable period identified on Exhibit A, which is attached hereto and incorporated herein by reference thereto. This warranty only applies to Products after the date on which title has been transferred to Customer in accordance with Section IV.A. This limited warranty extends only to Customer, and Customer may not assign or transfer this limited warranty. MAXITROL DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, WARRANTIES OF TITLE, AND WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, IN EACH CASE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- B. Maxitrol shall have no liability under the foregoing warranty to the extent such liability arises from: (i) damage and/or injury due to or resulting from shipment of the Products; (ii) failure to install and maintain the Products in conformity with the highest industry practices; (iii) use of the Products other than in accordance with specifications provided to Customer by Maxitrol, including, but not limited to, faulty installation, adjustments, repair, exposure to excessive pressure or temperature, exposure to moisture and/or corrosive chemicals, improper application, misuse or abuse, non-specified modification; (iv) modifications or alterations to the Products by (or any other acts or omissions of) anyone other than Maxitrol; or (v) specifications, samples, or prototypes developed, required or approved by Customer. Furthermore, the foregoing warranty does not extend to labor or other costs incurred in repairing, removing, installing, servicing or handling of any Products.
- C. Notwithstanding anything to the contrary set forth in Customer's purchasing documents, Maxitrol expressly rejects any warranty terms proposed by Customer, even if set forth in Customer's purchasing documents, acknowledgement, confirmation or otherwise, and such warranty terms shall not apply to any Order or any Products.
- D. Customer's exclusive remedy for a breach of the foregoing warranty or any other obligation of Maxitrol under an Order or these General Conditions is, in Maxitrol's sole discretion: (i) repair or replacement of the applicable nonconforming Product(s) (or portion thereof); or (ii) a refund of the Price actually paid by Customer for the applicable nonconforming Products (or portion thereof). Maxitrol shall have no further liability for a breach of the foregoing warranty or any other obligation of Maxitrol under an Order or these General Conditions. To exercise this exclusive remedy, Customer must provide Maxitrol with written notice of any breach of the foregoing warranty within the applicable warranty period identified on Exhibit A.

Maxitrol will then provide Customer instructions, including, if applicable, a return goods number. Maxitrol shall not be required to accept any return or satisfy any warranty request that fails to comply with Maxitrol's instructions or return goods authorization policy. In the event Customer is required to return any nonconforming Product(s) (or portion thereof), Customer must return, with transportation charges prepaid by Customer, such nonconforming Product(s) (or portion thereof) to Maxitrol's designated return location within the applicable warranty period identified on Exhibit A. In the event Maxitrol is required to ship any repaired or replacement Product(s) (or portion thereof) to Customer, such shipments will be made in accordance with Section IV.

- E. **MAXITROL WILL IN NO EVENT BE LIABLE FOR ANY DAMAGE TO EQUIPMENT, TOOLING, PREMISES, OR WORK-IN-PROCESS, COST OF CAPITAL, COST OF PURCHASED POWER, SUBSTITUTE OR ADDITIONAL EQUIPMENT, FACILITIES OR SERVICES, PRODUCTION INTERRUPTION OR START-UP, LOSS OF USE, REVENUE OR PROFIT, DIMINUTION IN VALUE OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER MAXITROL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, MAXITROL'S AGGREGATE LIABILITY UNDER ANY ORDER OR UNDER THESE GENERAL CONDITIONS, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL IN NO EVENT EXCEED THE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC PRODUCTS OUT OF WHICH SUCH LIABILITY IS CLAIMED TO ARISE.**
- F. Customer may not assert any claim or bring any action or proceeding against Maxitrol under these General Conditions or in connection with the Products unless Customer has first given Maxitrol written notice setting forth the basis for such claim or action in reasonable detail within one hundred eighty (180) days following the date on which Customer knew or should have known the facts giving rise thereto; provided, that, the foregoing shall not extend or enlarge any applicable warranty claim period. Customer may not assert any claim or bring any action or proceeding against the Maxitrol under these General Condition or in connection with the Products more than two (2) years following the date that the claim arose.
- G. Notwithstanding anything to the contrary set forth herein, Maxitrol shall not be liable for any damages for breach of any provision with which it has substantially complied.

VII. General Indemnification

- A. Customer shall defend, indemnify, and hold Maxitrol harmless from and against any and all third-party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise, arising out of or relating to: (i) the use, storage, sale, processing or other disposition of the Products or any materials used in connection with the Products; or (ii) Customer's breach of any term or provision of these General Conditions.

A. Security Interest

In addition to any security interest granted by the UCC or other law, Customer grants a security interest to Maxitrol in all Products, and documents related thereto and proceeds and products from therefrom, to secure all obligations of Customer to Maxitrol, whether or not arising under an Order or these General Conditions. Maxitrol may file a financing statement and at Maxitrol's request, Customer shall sign financing statements and other documents, evidencing and confirming the security interest. Customer grants Maxitrol an irrevocable power of attorney to sign Customer's name to a financing statement if necessary or convenient to perfect Maxitrol's security interest. Customer shall provide a lien waiver from all third parties to whom the Products may be delivered. Customer shall provide a landlord's waiver of any lien rights at the premises to which the Products are to be installed. In case of a default by Customer, Maxitrol may peaceably enter the premises of Customer and others and take other actions to repossess or render inoperable all Products in which it has a security interest. In case of a default by Customer, Customer irrevocably appoints Maxitrol as its agent to obtain possession of the Products and documents related thereto. Maxitrol may install and activate procedures or devices to make the Products non-operative upon Customer's default. The Products shall be and remain strictly personal property and retain their character as such, no matter whether on permanent foundation or in whatever manner affixed or attached to building or structure, or for what purpose the Products may be used. Customer shall maintain the Products in a segregated area and not co-mingle any Products that are not fully paid. Customer shall store the Products in a manner sufficient to protect against all risks of liability including, but not limited to, fire, water, moisture and theft, at Customer's expense. Customer shall not sell, exchange, transfer, convey, mortgage, pledge, hypothecate or grant a security interest in any Products that are subject to this security interest if payment therefor shall not have been made in full to Maxitrol. Customer shall immediately advise Maxitrol in writing of any damage to, change in location of, or seizure of, any of the Products the price of which has not been paid to Maxitrol. Upon the occurrence of any attempted seizure, Customer shall, at its sole expense (i) reclaim such Products from the applicable third party, or (ii) if it cannot reclaim such Products, implement all necessary measures required to protect the rights of Maxitrol in the Products.

VIII. Patents, Trademarks and Copyrights

A. All patents, trademarks, copyrights, tooling, mask works, designs, prototypes, research and development, trade secrets, Confidential Information (defined below), industrial property rights, know-how, techniques, and all other intellectual property and proprietary rights of any kind or nature existing with respect to the Products and all information and documents pertaining to the development, production and sale of the Products (collectively "**Proprietary Materials**") shall remain the exclusive property of Maxitrol or its licensors, as applicable. No Proprietary Materials created by Maxitrol in connection with or pursuant to any Order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act or other applicable law. Nothing in these General Conditions or any Order shall be deemed to grant Customer any license, ownership or any other rights in such Proprietary Materials.

To the extent Customer owns or comes to own any rights in such Proprietary Materials, Customer hereby irrevocably assigns to Maxitrol all right, title and interest, including all intellectual property rights, in and to such Proprietary Materials.

B. Customer agrees and warrants that it shall not use any information received from Maxitrol with respect to the Products, including, but not limited to, any Proprietary Materials, in order to develop or manufacture goods that compete with the Products. Customer agrees and warrants that it shall not conduct any reverse assembly or reverse engineering, test or otherwise analyze any Product for the purpose of, in whole or in part: (i) obtaining or deriving the design of a Product or any other information not required to be delivered hereunder, including, but not limited to, any Proprietary Materials; or (ii) developing or manufacturing any goods which compete with the Products. Customer further agrees to be responsible for any third party that conducts any reverse assembly or reverse engineering, tests or otherwise analyzes any Product for any of the foregoing purposes as if such third party was bound by the provisions hereof. Upon the occurrence of the any of the foregoing, whether by Customer or by any third party, Maxitrol and Customer agree that Customer shall pay to Maxitrol, as liquidated damages and not as a penalty, an amount equal to \$500,000.00 per occurrence.

IX. Breach and Cancellation

A. Maxitrol may terminate these General Conditions for convenience upon notice to Customer thereof; provided; that such termination shall not affect Maxitrol's or Customer's rights and obligations under any Orders entered into prior to the effective date of such termination. If Customer defaults in the performance of its obligations under any Order or these General Conditions, or if any action is instituted by or against Customer seeking the appointment of a trustee or receiver or the entry of an order for debtor's relief for Customer, Maxitrol may cancel and/or cease performance of its obligations under any Order or these General Conditions, recover the Products in transit or delivered, disable delivered Products, and accelerate and require that Customer immediately pay all other amounts due to Maxitrol by Customer; provided, that any such termination shall not relieve Customer of its obligation to pay all fees and expenses for Products delivered prior to the date of such termination. All rights granted to Maxitrol and all limitations in favor of Maxitrol in these General Conditions and by law are cumulative.

B. No later ninety (90) days prior to the date scheduled for shipment of any Products, Customer may cancel, in whole or in part, such shipment upon written notice to Maxitrol specifying the shipment to be cancelled, but only with the written consent of Maxitrol and upon terms satisfactory to Maxitrol providing for payment to Maxitrol of a cancellation charge, the amount of which shall take into proper account the work already performed by Maxitrol, facilities and material acquired by Maxitrol, and/or commitments made by Maxitrol. No later ninety (90) days prior to the date scheduled for shipment of any Products, Maxitrol may cancel, in whole or in part, such shipment upon written notice to Customer specifying the shipment to be cancelled.

X. Confidentiality

- A. Customer hereby agrees to: (i) protect and safeguard the confidentiality of Maxitrol's Confidential Information with at least the same degree of care as it would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Maxitrol's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these General Conditions; and (iii) not disclose any such Confidential Information to any person or entity, except Customer's employees, professional advisors and agents who have a need to know the Confidential Information to assist Customer, or act on its behalf, to exercise its rights or perform its obligations under these General Conditions or the applicable Order. Notwithstanding the foregoing, Customer may disclose Maxitrol's Confidential Information to the extent such disclosure is necessary by reason of legal requirements beyond the reasonable control of Customer (in which case Customer shall provide Maxitrol with written notice of such requirement, prior to any disclosure, to the extent reasonably practicable, or as soon thereafter as reasonably practicable, and cooperate with Maxitrol's efforts to limit such disclosure).
- B. Disclosure of Confidential Information by Maxitrol shall not constitute a grant of any license with respect to such Confidential Information or any intellectual property rights therein.
- C. As used herein, "**Confidential Information**" means any information that Maxitrol may disclose or make available to Customer that is or should reasonably be considered confidential or proprietary information of Maxitrol, whether orally or in written, electronic or other form of media, and whether or not marked, designated or otherwise identified as "confidential". Confidential Information shall not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of these General Conditions; (b) is or becomes available to Customer on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such information; (c) was known by or in the possession of Customer before being disclosed by or on behalf of Maxitrol; (d) was or is independently developed without reference to or use, in whole or in part, of any of Maxitrol's Confidential Information.

XI. Safety

- A. Products designed and manufactured by Maxitrol are capable of being used in a safe manner, but Maxitrol cannot guarantee their safety under all circumstances. CUSTOMER MUST INSTALL AND USE THE PRODUCTS IN A SAFE AND LAWFUL MANNER AND IN COMPLIANCE WITH APPLICABLE HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS AND LAWS AND GENERAL INDUSTRY STANDARDS OF REASONABLE CARE. It is Customer's responsibility to provide all proper dies, devices, tools, training, and means that may be necessary to effectively protect all personnel from serious bodily injury which otherwise may result from the method of particular installation, use, operation, setup, or service of the Products. Customer should comply with ANSI Safety Standards, OSHA and similar state regulations, and other sources to insure the safe use of the Products.

XII. General

- A. Except with the prior written consent by Maxitrol, Customer shall not be entitled to assign any Order, these General Conditions, or any other rights arising from its business relation with Maxitrol or any claims it may have against Maxitrol, including any warranty claims, to any third party.
- B. Except with the prior written consent by Maxitrol, neither Customer nor any of its affiliated companies are entitled to use Maxitrol's names or trademarks or any elements or derivations thereof.
- C. Any changes, amendments or modifications to these General Conditions or to any Order shall be invalid unless made in writing and signed by duly authorized representatives of Maxitrol and Customer. Notwithstanding the foregoing, any clerical errors made by Maxitrol in an Order are subject to change upon notice to Customer from Maxitrol, in Maxitrol's sole discretion.
- D. Customer acknowledges and agrees that no employee, agent, or representative of Maxitrol is authorized to bind Maxitrol to any representation, warranty, or waiver not contained in, or increase or modify Maxitrol's liability or Customer's remedies beyond the limits and remedies set forth in, Section VI.
- E. Each Order and these General Conditions are only for the benefit of Maxitrol and Customer only, except all disclaimers and limitations applicable to Maxitrol shall be also for the benefit of Maxitrol's affiliates, agents, employees, contractors, and suppliers. If any other provisions of any Order and these General Conditions are determined to apply to third parties, all other provisions including limitations, waivers, and disclaimers shall also apply.
- F. If any authorization or certificate by a public authority or any third party is needed by Customer for the Products (e.g. for the use of the Products as intended by Customer), Customer is exclusively responsible for obtaining such authorization or certificate.
- G. Maxitrol's shall not be liable for its failure to comply with the terms of any Order or these General Conditions to the extent such failure is caused, in whole or in part, in Maxitrol's opinion, by: (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, pandemic, epidemic or the adoption or enactment of any law, tariff, ordinance, regulation, ruling or order; (ii) the lack of usual means of transportation, the lack of usual means of supply, fires, floods, explosions, strikes or any other accidents, contingencies or events at Maxitrol or its supplier's plant or elsewhere; (iii) shortages of raw materials or labor; (iv) delays by Customer in inspecting and accepting the Products, in furnishing requested specifications, materials, tooling or information, in making payments, or otherwise; or (v) the failure of Maxitrol's suppliers to perform; in each case whether or not beyond the Maxitrol's control (each, a "**Force Majeure**"). Any failure by Maxitrol to comply with the terms of any Order or these General Conditions caused by a Force Majeure shall not be considered a breach thereof. Upon the occurrence of a Force Majeure resulting in a failure by Maxitrol to comply with the terms of any Order or these General Conditions, Maxitrol may, in its sole discretion, cancel the Order (or any portion thereof) impacted by such Force Majeure,

or delay performance under the Order (or any portion thereof) impacted by such Force Majeure for any reasonable period of time, during which time such Order shall remain in full force and effect. Maxitrol shall notify Customer within a commercially reasonable period of time after the occurrence of a Force Majeure and as to whether it has canceled the Order (or any portion thereof) impacted by such Force Majeure, or delay performance under the Order (or any portion thereof) impacted by such Force Majeure.

- H. These General Conditions shall be governed by, construed, and enforced exclusively under the laws of the State of Michigan without regard to rules pertaining to conflicts of law. The federal, state, and local courts located in Oakland County, Michigan shall have exclusive jurisdiction over the parties and the claims arising under or related to these General Conditions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these General Conditions. Maxitrol and Customer irrevocably waive any right to trial by jury in any legal action or proceeding in relation to these General Conditions and any Order and for any counterclaim therein.
- I. All notices, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been received by a party when actually received in the case of hand delivery, on the next business day following the date on which it was sent by overnight courier, properly addressed and prepaid or five (5) business days after mailing by first class mail, postage prepaid, to the recipient party at its respective address set forth on the applicable Order (or to such other address as a party may designate in writing in accordance with this [Section XII.I.](#)), on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, or on the next business day if sent by email after normal business hours of the recipient, to the email address set forth on the applicable Order.
- J. In the event that one or more provisions of these General Conditions should be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected, and such invalidity or unenforceability shall be construed as narrowly as legally permissible.
- K. These General Conditions, together with each Order, are a final, complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and thereof. These General Conditions, together with each Order, supersedes all previous quotations and agreements pertaining to the Products to be sold under such Order. Any other agreement, terms, conditions, or provisions (whether or not containing terms or conditions modifying, adding to, or inconsistent with these General Conditions), may be accepted, approved or filled by Maxitrol, but any resulting agreement or Order and the liabilities or obligations of Maxitrol shall be determined solely by these General Conditions and the applicable Order without regard to such other agreement, terms, conditions, or provisions.

Maxitrol shall not be deemed to have in any way enlarged or modified its liabilities or obligations under the applicable Order or these General Conditions by filling such order or by failing to further object to such other agreement, terms, conditions, or provisions.

- L. All headlines contained in these General Conditions are for reference purposes only and shall not be considered a part of these General Conditions.

EXHIBIT A

Maxitrol Company Warranty Periods		
2 YEAR WARRANTY	1 YEAR WARRANTY	6 MONTH WARRANTY
The following Regulators and Valves: 1. Poppets 2. Straight-Thru Flow 3. Level Acting – Appliance 4. Level Acting – Line Pressure 5. Imblue Technology 6. Balanced Valve 7. Zero Governors 8. Remote Sensing -210 9. Pilot Loaded -220 10. 2 Stage –SR 11. Gas Filters 12. GV30T-GV33T 13. GV30-34, GV60	The following Modulators: 1. EXA40, 50 and 60 2. Combination Valves – CV100, 200, 300 The following Electronics: 1. Remotes 2. Receivers 3. Temp. Controls 4. DFM Series 5. MP2 Systems 6. Mixing Tubes 7. Sensors 8. Signal Conditioner 9. Amplifiers 10. Remote Selectors 11. Amplifier Sectors 12. Timer Relay	Vent Limiters Vent Protectors The following Vent Tube Connectors: 1. RTD's 2. Probes 3. Sensors 4. Dial Stops 5. Bezels