

1. **Governing Provisions:** These Terms of Sale ("Terms") apply to all sales by Walsh Service Solutions, LLC or any of its group companies (collectively, "Seller"), and constitutes the entire agreement between the Seller and any buyer ("Buyer") with respect to the sale and purchase of goods, accessories and parts supplied by Seller (collectively, "Products"). The Seller's acceptance of any order is conditional upon the Buyer's assent to these Terms. No additional or different terms or conditions, including any such terms or conditions contained in any of the Buyer's request for quotation, purchase order, acknowledgment, or other form or correspondence will be of any force or effect; and the Seller hereby expressly rejects any such additional or different terms or conditions. A person who is not a party to these Terms shall not have any rights under or in connection with it. The sale of Products, and the relationship between the Seller and the Buyer, will be governed by and construed in accordance with the laws of the State of Michigan without reference to its principles of conflicts of laws. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO ANY SUCH SALE OF PRODUCTS BY THE SELLER OR TO ANY SUCH RELATIONSHIP.

2. **Products:** The Products are as described in the Seller's brochure as may be amended and updated from time to time. Any samples, drawings, descriptions or illustrations contained in the Seller's brochures are produced for the sole purpose of giving an approximate idea of Products and shall not form part of any contract or have any contractual force. The Seller may, without notice or other obligation to the Buyer, at any time make such changes in design and construction of Products as the Seller deems appropriate. The Seller may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers. The Seller may also at any time, upon notice but otherwise without obligation to the Buyer, discontinue manufacture of any Product.

3. **Order Acceptance:** All orders for Products are subject to the Seller's written acceptance which may be withheld at the Seller's sole discretion. An order constitutes an offer to purchase Products in accordance with any quotation and these Terms. Upon the Seller issuing a written acceptance the contract shall come into existence.

4. **Prices and Payment:** The price(s) for the Products will be those published by the Seller from time to time. Except as otherwise agreed in writing by the Seller, all published prices exclude shipping costs, insurance, freight, taxes, fees and duties, all of which will be payable by the Buyer in addition to the published prices. Except as otherwise agreed to in writing by the Seller, payments will be made in full at the time the Buyer's order is placed. Time of payment is of the essence. The Buyer shall pay all amounts due to the Seller in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

5. **Cancellations and Returns:** The Buyer may not cancel, modify, suspend or delay any order without the Seller's prior written consent which may be withheld at the Seller's sole discretion. No Products shipped by the Seller may be returned without the Seller's prior written approval which may be withheld at the Seller's sole discretion. The Seller assumes no responsibility for unauthorized returns. All expenses for returned Products shall be borne by the Buyer.

6. **Delivery:** All Products are sold Ex Works (Incoterms 2010) unless otherwise agreed in writing by the Seller. Delivery of Products shall be completed when the Products are made available for collection by the Seller to the Buyer at the Seller's site or other loading point. Regardless of shipping terms or freight payment, all risk of loss or damage in transit will be borne by the Buyer. The Seller may make delivery in installments; all such installments shall be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Any delay

in delivery or defect in an installment shall not entitle the Buyer to cancel any other installment. If the Buyer becomes subject to any of the relevant events listed in paragraph 7 below, or the Seller reasonably believes that the Buyer is about to become subject to any of the relevant events listed in paragraph 7 below and notifies the Buyer accordingly, then without limiting any other right or remedy available the Seller may cancel or suspend all further deliveries under the contract with the Buyer or under any other contract between the Buyer and the Seller without incurring any liability to the Buyer, and all outstanding sums in respect of Products delivered to the Buyer shall become immediately due. All delivery dates are approximate and the time of delivery is not of the essence.

7. **Title:** Title to any Products shall not pass to the buyer until the Seller has received payment in full (in cash or cleared funds) for the Products and any other goods or services that the Seller has supplied to the Buyer in respect of which payment has become due. Until title to the Products has passed to the Buyer, the Buyer shall: hold the Products on a fiduciary basis as the Seller's bailee; to the extent reasonably practicable, store the Products separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property; not remove, deface or obscure any identifying mark on or relating to the Products and shall retain any packaging; maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; notify the Seller immediately if it becomes subject to any of the relevant events listed below; and give the Seller such information relating to the Products as the Seller may require from time to time, but the buyer may use the Products in the ordinary course of its business. If before title to the Products passes to the Buyer the Buyer becomes subject to any of the relevant events listed below, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Products and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Products are stored in order to recover them. **The relevant events are:** i. the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due; ii. the Buyer commences negotiations with all or any of its creditors to reschedule any of its debts, or enters into any compromise or arrangement with its creditors; iii. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer; iv. (being an individual) the Buyer is the subject of a bankruptcy petition or order; v. a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; vi. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer; vii. (being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver; viii. a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets; ix. any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (i) to clause (viii) (inclusive); x. the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; xi. the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the buyer's capability to adequately fulfill its obligations under its agreement with the Seller has been placed in jeopardy; and xii. (being an individual) the buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

8. **Claims:** If the Seller fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Products. The Seller shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Products. If the buyer fails to take or accept delivery of the Products within 14 days of the Seller notifying the buyer that the Products are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under these Terms: delivery of the Products shall be deemed to have been completed on the fourteenth day after the day on which the Seller notified the Buyer that the Products were ready; and the Seller shall store the Products until delivery takes place at the buyer's cost. If 14 days after the day on which the Seller notified the Buyer that the Products were ready for delivery the Buyer has not taken or accepted delivery of them, then without prejudice to the Seller's other rights and remedies, the Seller may keep any deposit paid by the Buyer and resell or otherwise dispose of part or all of the Products and, after deducting reasonable selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods. Claims for shortages or other errors in delivery must be made within two days after arrival of a shipment at destination. Failure to give such notice will constitute unqualified acceptance and a waiver of all such claims by the Buyer. Claims for loss or damage to goods in transit must be made against the carrier, and not against the Seller.

9. **Force Majeure:** The Seller will not be liable for any damage as a result of any delay or failure to deliver due to any cause beyond the Seller's reasonable control or delays by the Seller's suppliers or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the sale and supply of the Products. Neither party shall be liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

10. **Quality.** The Buyer shall visually examine Products promptly upon receipt and within two (2) days of receipt shall notify the Seller in writing of any complaint that Buyer may have concerning the Products delivered, including, but not limited to, any claimed shortages, defects or delivery errors. If the Buyer does not provide to any such notice then the Buyer shall be deemed to have accepted such Products. The Seller warrants to the Buyer on the terms of the Seller's nontransferable written warranty (as may be amended from time to time) as published by the Seller ("**Warranty**"), a copy of which has been provided to the Buyer or is available to the Buyer upon request. Performance of the remedy provided in the Warranty will be the Seller's sole obligation and the Buyer's exclusive remedy with respect to defective Products. **THE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED.**

11. **Consequential Damages and Other Liability.** The Seller's liability with respect to the quality and conformity of Products to representations therefor will be limited to the Warranty, and with respect to other performance of this contract shall, unless otherwise stated, be limited to the price of the relevant Products. **THE SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR CONTINGENT DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD BY THE SELLER, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO.** Without limiting the generality of the foregoing, the Seller will under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for property or personal injury damages, penalties, special or punitive damages, damage for lost profits or revenues, loss of use of Products or any associated equipment, down-time, cost of capital, cost of substitute goods, facilities or services, or for any other types of loss of economic advantage expected from the purchase of the Products, or for any indirect or consequential loss arising under or in connection with these Terms, or for claims of the Buyer's customers or any other third party for any such damages. Nothing in these Terms shall limit or exclude the Seller's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation; or any other matter for which and to the extent that it is unable pursuant to legislation to exclude its liability. The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the relevant Products. If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected. If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12. **Indemnity.** The Buyer agrees to indemnify, defend and hold the Seller and its officers, directors, employees, shareholders, affiliates, agents, representatives, successors and assigns harmless from and against any and all claims, actions, demands, legal proceedings, judgments, settlements, sums, costs, liabilities, losses, obligations, damages, penalties, fines, costs and other expenses (including but not limited to reasonable attorneys' fees) relating to, arising out of or resulting from (i) the Buyer's, and/or the Buyer's customers' use, misuse, or alteration of any Product, including without limitation, any third-party claims for personal injury or property damage resulting from the Buyer's, and/or the Buyer's customers', negligence or willful misconduct; or (ii) the Buyer's breach of these Terms.

X _____
Signature of Authorized Principal

X _____
Printed Name

X _____
Title

X _____
Date