

GENERAL TERMS AND CONDITIONS

FORMATION OF CONTRACT: The terms and conditions set forth below shall constitute the sole contract terms for the sale of services by Leuze electronic, Inc. ("Seller"), unless otherwise specifically provided herein. To the extent that any request for quotation, purchase order, or any other document provided by Customer contains any preprinted or written terms that either conflict with and/or supplement the terms and conditions set forth herein, such pre-printed and/or written terms shall be null and void unless expressly agreed in writing and signed by both parties. Customer's acceptance of the terms and conditions set forth herein shall be conclusively presumed by Customer's acceptance of the services or its failure to object prior to the provision of the services.

SCOPE OF INSPECTION; IMPLEMENTATION: Seller's safety sensor assessment is limited to a visual inspection of the machines and systems listed in the Report that are in readily accessible areas. No excavation, disassembly, or removal of obstructions will be performed, and all assessments will be based solely on visual observations. Following the inspection, Seller will provide Customer with a Report that will contain safety sensor recommendations for the items listed therein. The assessment and Report are not intended to: (1) be exhaustive as to any or all possible safety sensor placements or configurations; (2) identify regulatory or statutory violations or confirm compliance thereof; (3) identify any or all actual or potential hazards or defects; or (4) insure that no injuries or property damage will occur arising from or involving the inspected machines or systems. If an exhaustive safety assessment or inspection is desired, Customer is advised to hire a third-party certified safety professional to conduct that type of inspection, since this inspection is not, nor intended to be, such an extensive assessment or inspection.

In the event that Customer plans to implement any or all of Seller's recommendations and bids out or requests a quote(s) for the sensors from any other vendor or manufacturer, Customer shall purchase the sensors from Seller provided that Seller meets or beats any competing quoted price.

WARRANTY: For a period of 60 days after issuance of the Report, Seller warrants that its recommendations are feasible and practicable upon their implementation, provided that no material changes have been made on the applicable machine or system since the time of Seller's inspection. Seller's obligations under this warranty are solely limited to a re-inspection of the applicable machine or system and, if feasible, provide an alternative recommendation. THIS WARRANTY, AS LIMITED HEREIN, IS THE ONLY WARRANTY EXTENDED IN CONNECTION WITH THE SERVICES SOLD BY SELLER, AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: CUSTOMER AGREES THAT SHOULD SELLER, ITS AGENTS, OFFICERS, OR EMPLOYEES BE FOUND LIABLE FOR ANY LOSS OR DAMAGES ARISING FROM OR RELATING TO SELLER'S ASSESSMENT, INSPECTION, OR RECOMMENDATIONS (OR THE LACK THEREOF) OR THIS AGREEMENT,

LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE FEE PAID BY CUSTOMER AS

LIQUIDATED DAMAGES, AND CUSTOMER ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THESE SERVICES. In no event shall Seller, its agents, officers, or employees, be held liable for incidental or consequential damages, including without limitation downtime or loss of profits, or for bodily injury of any nature. In the event that Customer later seeks alternative or different damages, other than the liquidated damages described herein, Customer agrees to pay all costs and attorney fees incurred by or on behalf of Seller in defense of Customer's claims. Customer further acknowledges and agrees that the provision of Seller's services and this agreement do not constitute or be deemed as a policy of insurance, and Seller agrees to carry and maintain insurance covering personal injury or property loss sufficient to cover any potential loss or injury arising from or relating to the inspected machines or systems.

GENERAL TERMS:

(1) Customer agrees to indemnify and hold Seller, its owners, officers, employees, agents, subsidiaries, affiliates, successors, and assigns, harmless from and against any and all claims, damages, losses, expense, legal actions (including attorney fees and costs) and liability brought against or sustained by Seller arising out of any claimed improper design, design drawings, specification materials, or recommendations as provided by Seller, or of any claimed insufficient warnings, safety procedures, training, manuals, or other safeguards.

(2) Customer agrees to pay Seller's invoice(s) within thirty days of the date of such invoice(s). In the event that Customer does not timely pay monies owed to Seller, Customer agrees to pay interest on the outstanding balance at seven (7) percent per annum, and reimburse Seller for its collections costs, including attorney fees, costs, and for employee time.

(3) This agreement shall be governed by, and interpreted in accordance with, the local laws of the State of Michigan without regard to conflict of laws principles. For disputes arising from or relating to this agreement and/or Seller's services, directly or indirectly, the parties consent to exclusive jurisdiction and venue in the state or federal courts sitting in the State of Michigan, and each waives all defenses of lack of personal jurisdiction and objections to venue. The parties further agree to waive the right to a trial by jury.

(4) Any legal action or suit against Seller in any way relating to Seller's services hereunder must be commenced within one year after the date of the provision of those services or be forever waived.

(5) This agreement constitutes the entire agreement of the parties with respect to the subject matter herein and supersedes all other representations, negotiations, prior agreements and understandings, whether oral or written. Any waiver, amendment, or modification of any provision in this agreement must be in writing and specifically refers to this agreement, and signed by the affected party. If any provision of this agreement shall be judicially determined to be invalid or unenforceable, it shall not affect any of the other provisions hereof and such other provisions shall remain in full force and effect.