

SUSPA, INCORPORATED
TERMS OF SALE FOR ALL SALES EXCEPT ONLINE ORDERING SYSTEM

Except for online sales, all sales of products and services by SUSPA, INCORPORATED ("Seller") are made on the following Terms of Sale ("Terms"). In these Terms, "Buyer" means the purchaser named in Seller's quotation or acknowledgment, "Goods" means the products sold by Seller to Buyer, and "Services" means the actions provided by Seller to Buyer. The consideration for the Seller is the opportunity to supply Goods and Services. The consideration for the Buyer is to pay money for those Goods and Services.

1. **Agreement.** If Buyer has not otherwise agreed to these Terms, then Buyer's acceptance of delivery of, or payment for, the Goods or Services constitutes Buyer's agreement to these Terms. Seller objects to and does not agree to any terms that are additional to or different from these terms. Terms that are printed on or contained in a purchase order or other form prepared by Buyer which are addition to, in conflict with, or inconsistent with these Terms are inapplicable and have no force or effect.

2. **Cancellation/Reschedule of Purchase Order(s).** Buyer may not cancel any purchase order after the Goods are transferred to the carrier for delivery to Buyer. In the event of any cancellation of all or part of any purchase order, Buyer agrees to pay Seller for all reasonable and allocable materials, material management, labor, overhead and general and administrative costs and expenses incurred as a result of any such cancellation, plus a reasonable profit within 10 days from the date of Seller's invoice. Non-standard and custom Goods are not returnable and not cancelable under any circumstances.

3. **Payment Terms.** Unless otherwise specified in Seller's quotation or acknowledgment, payment in full of the price is due 30 days after shipment of the Goods or performance of the Services, except that if at any time Seller determines that Buyer's financial condition or credit rating does not justify a sale on credit or if Buyer is at any time in default in any indebtedness or obligation that Buyer owes to Seller, then Seller may require advance payment or may ship C.O.D. Any payment that is not made when it is due accrues a finance charge of 1-1/2% per month. Payment is to be made to Seller at the place and in the manner described on the invoice or by other direction provided to Buyer by Seller. Seller has the right to increase its prices at any time upon notice to Buyer to reflect any unusual or unforeseen increase in Seller's costs, including but not limited to any increase in the cost of materials. Buyer may not offset or recoup any claim against amounts due Seller. Unless otherwise agreed in writing signed by Buyer and Seller, all payments are in U.S. Dollars.

4. **Delivery and Risk of Loss.** Unless Seller agrees otherwise in writing, Seller will deliver the Goods EXW (Incoterms 2010) Seller's facility, or the point of origin of the Goods if the Goods are shipped directly to Buyer from a third party, from which the Goods will be shipped, except that if Seller's facility, or the point of origin of the Goods if the Goods are shipped directly to Buyer from a third party, and Buyer's facility are both located in the United States, then Seller will deliver the Goods F.O.B. (Uniform Commercial Code term) Seller's facility, or the point of origin of the Goods if the Goods are shipped directly to Buyer from a third party, from which the Goods will be shipped. The risk of loss of the Goods passes to Buyer upon identification of the Goods to the contract between Buyer and Seller, whether such identification occurs at Seller's facility or a point of origin other than Seller's facility. Shipping, delivery and performance dates are estimates only, and time is not of the essence for Seller's obligations hereunder. Seller may deliver all the Goods at one time or in portions from time to time. Seller reserves the right to load Goods at Seller's facility.

5. **Taxes.** Seller's price does not include any privilege, occupation, personal property, value-added, sales, excise, use or other taxes, and Buyer is liable for all such taxes, whether or not Seller invoices Buyer for them. If Buyer does not furnish to Seller an appropriate sales and use tax exemption certificate with respect to Buyer's purchase of the Goods and if Seller is required by a governmental entity to collect and remit sales or use tax with respect to Seller's sale of the Goods to Buyer, then Seller's invoice to Buyer for the purchase price will include, and Buyer will pay to Seller, the full amount of that tax.

6. **Unavoidable Delay.** If Seller is not able to finish and deliver the Goods to Buyer, or to perform the Services, on time because of anything Seller cannot control (such as casualty, labor trouble,

accidents, unavailability of supplies or transportation, or Buyer's failure to approve production samples), then the estimated delivery or performance time will be extended accordingly, and Seller will not be liable to Buyer for any damages caused by the delay.

7. **Changes.** Seller may make changes in Goods, equipment, processes and methods of manufacture without notice to Buyer. If Buyer submits written operational or dimensional specifications with an order, then Seller will obtain Buyer's approval before Seller changes those specifications. Seller may correct clerical errors in quotations.

8. **Limited Warranty; Remedies.**

(a) **Goods.** Seller warrants to Buyer that any Goods manufactured solely by Seller will be free from defects in material or workmanship under normal and intended use and service for the Applicable Warranty Period (set forth below) after the date of manufacture of the Goods except that the Goods will not be defective to the extent that (i) they conform with drawings of or specifications for or a sample of Goods that have been approved by Buyer; (ii) they conform with Goods, testing results, dimensional layouts or manufacturing methods that have been submitted and approved by Buyer; (iii) they are damaged due to the method or length of storage by Buyer; (iv) to the extent they conform to the specifications as changed or waived if Buyer's representative agrees, either orally or in writing, to the change in or waiver of the specifications for the Goods; or (v) to the extent they were exposed to a chemical, biological, radiological, nuclear or explosive event or otherwise exposed to a hazardous material. In the event of a defect in any Goods constituting a breach of the warranty provided in these Terms, Seller will at its option either (i) repair or replace such Goods free of charge, or (ii) in lieu of repair or replacement, refund to Buyer the original purchase price less the reasonable value of Buyer's use of the Goods. Seller will furnish to Buyer instructions for the disposition of the defective Goods. Seller will have the option of requiring the return of the defective Goods, transportation prepaid, and proof that the Goods were not used, installed or altered or subject to misuse or abuse to establish the claim. No Goods will be returned to Seller without its prior consent or if the Goods were exposed to a chemical, biological, radiological, nuclear or explosive event or otherwise exposed to a hazardous material. The acceptance of any Goods returned to Seller will not be deemed an admission that the Goods are defective or in breach of any warranty, and if Seller determines that the Goods are not defective they may be returned to Buyer at Buyer's expense. This paragraph sets forth Buyer's sole and exclusive remedies for any defect in the Goods. The rights and obligation under this warranty may not be assigned or delegated to a third party by Buyer without the prior written permission of Seller. Neither Buyer nor any other person may modify or expand the warranty provided in these Terms, waive any of the limitations, or make any different or additional warranties with respect to the Goods and Services. Any statements to the contrary are void unless agreed to in writing by an authorized officer of Seller.

(b) **Services.** If a service proves to be defective (as defined below) within one year after Seller performs the service, then Seller shall, at its option, either re-perform the service, at Seller's expense, or refund to Buyer the price that Buyer paid to Seller for that part of the service that was defective. A service shall be considered "defective" if it is found by Seller to have failed to meet the standards in Seller's industry and if that failure materially impairs the value of the service to Buyer, except that if Buyer shall have approved or furnished to Seller specifications for the service, then the service will not be considered defective to the extent it conforms to the specifications. This paragraph sets forth Buyer's sole and exclusive remedy for any defect in the Services.

(c) *Applicable Warranty Period.*

Product	Applicable Warranty Period
AUTOMOTIVE	
TIER 1 AND TIER 2 all products	Two years
NON-AUTOMOTIVE	
VARILOCK lockable gas springs	Five years and three months
TYPE 18 (VOB) lockable gas springs	One year and three months
TYPE 16 gas cylinder assembly	Five years
LIFT SYSTEMS and components	Two years
HOUSEHOLD APPLICATIONS products	One year
ALL other SUSPA products	Two years and three months

9. **Limitations.**

(a) **EXCEPT AS STATED IN PARAGRAPH 8, SELLER DOES NOT MAKE ANY WARRANTY AS TO THE GOODS OR SERVICES AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE GOODS.**

(b) **SELLER WILL NOT HAVE ANY TORT LIABILITY TO BUYER OR ANY OTHER PERSON WITH RESPECT TO ANY OF THE GOODS OR SERVICES AND WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES ARISING FROM ANY PRODUCT DEFECT, DELAY, NONDELIVERY, RECALL OR OTHER BREACH. BUYER WILL NOT HAVE ANY RIGHT OF REJECTION OR OF REVOCATION OF ACCEPTANCE OF THE GOODS.**

10. **Solvency and Security Interest.** Buyer represents that Buyer is solvent.

(a) Buyer grants to Seller a security interest in and the right of repossession of the Goods, including a purchase money security interest, until full and final payment for the Goods and Services (including notes and collection costs) has been made. In the event of default in any payment due from Buyer to Seller, the full amount unpaid will be due and payable on demand, and Seller may at Seller's option either (i) recover the full amount unpaid or repossess the Goods and all additions thereto, wherever found, free from all claims whatsoever; or (ii) treat this contract as void and retain all payments made as rent for the use of Goods.

(b) The Goods or any part thereof, will not be considered a fixture, or be incorporated into any real property by reason of its attachment thereto, and may be separated from any real property, as well as personal property, for the purpose of repossession. Seller will not be liable to Buyer nor will Seller be subject to any legal proceedings, criminal or civil, for Seller's acts in such repossession. Seller will not be liable to Buyer for the repayment of any money paid as part payment for the Goods.

(c) Buyer agrees to execute any necessary instruments to perfect Seller's security interest in the Goods and Seller will have the benefit of the applicable Uniform Commercial Code and the remedies thereunder. Seller will have the right to elect to assert a claim of a mechanic's lien against the real property upon which the Goods are erected.

(d) Buyer will not grant any right or security interest in or to the Goods prior to payment in full to Seller for all Goods and Services without the prior written consent of Seller.

(e) Except as otherwise provided in these Terms or required by law, pursuit of any right reserved in these Terms or granted by law does not preclude or waive the pursuit of any other such right.

11. **Permits and Compliance.** Seller is not responsible for obtaining any permit, inspection or license that is required for installation or operation of the Goods. Seller does not make any promise or representation that the Goods will conform to any law, ordinance, regulation, code or standard.

12. **Safety Features.** Buyer will install and operate the Goods properly and according to Seller's operating instructions and will not remove or change any safety device, warning or operating instructions that Seller placed on the Goods.

13. **Components of Another Product.** If any of the Goods constitute parts or components that are to be incorporated or installed in a product that is manufactured or assembled by or for Buyer or for a third party, then Buyer will (a) obtain, or cause the end-user of the product to obtain, all permits, inspections and licenses required for installation or operation of the product, (b) cause the product to conform to all applicable laws, ordinances, regulations, codes and standards and (c) place on the product all safety devices and warnings, and furnish to its Buyer all operating instructions, that are necessary or desirable to prevent any death, personal injury or property damage from being caused by any use or operation of the product.

14. **Resale.** On any resale of the Goods, Buyer will contractually limit its Buyer's rights and remedies against both Buyer and Seller to the same extent that Paragraphs 8 and 9 above limit Buyer's rights and remedies.

15. **Independent Contractor.** Seller is an independent contractor under these Terms. Nothing in these Terms will be deemed to make Seller or its employees or agents an employer, employee, partner or joint venturer of Buyer.

16. **Quantities.** Seller may overrun or underrun the agreed-upon quantities by up to 5%, and Buyer will pay Seller at the unit price for quantities that Seller delivers within these limits. Any claim by Buyer that Seller failed to deliver the agreed-upon quantity of Goods (subject to any adjustment under the preceding sentence) must be submitted to Seller in writing within 30 days after Buyer receives the Goods. If Buyer fails to do so, then it will be conclusively presumed that the proper quantity was delivered.

17. **Blanket Purchasing Agreement.** If the Buyer issues a blanket purchasing agreement under which the Buyer issues partial releases for the Goods, then, except to the extent that Seller otherwise agrees in writing, (a) when Buyer issues a release for any of the Goods, Seller will be permitted to ship all of those Goods within the time period that Seller's quotation specifies or that Seller otherwise agrees to in writing, in spite of any contrary provision in the release, (b) any delivery dates specified in any release will be extended automatically to the extent that Seller is not reasonably able to meet those dates, and (c) Buyer will be obligated to release the entire quantity of Goods provided for in the agreement within one year after the agreement date.

18. **Tooling.** If Seller imposes and Buyer pays a separate charge for tooling to be used in the manufacture of the Goods, then the tooling will be the property of Buyer, subject to the following: (a) risk of loss of the tooling will at all times remain with Buyer; (b) Buyer will maintain standard fire and extended coverage insurance with respect to the tooling for its full replacement value, will cause Seller to be named as an additional insured on the policy and, upon Seller's request, will give Seller evidence of Buyer's compliance with this clause, (c) Seller retains a security interest in the tooling to secure all obligations that Buyer at any time owes to Seller; (d) Buyer will not have any right to possess the tooling as long as Seller has any outstanding obligation to sell to Buyer Goods whose manufacture requires use of the tooling; (e) Buyer will reimburse Seller on demand for all costs of modifications of the tooling that are made reasonably necessary by changes in the specifications for the Goods; and (f) upon Seller's demand, Buyer will immediately remove the tooling from Seller's premises, at Buyer's expense, and if Buyer fails to do so within

ten days after that demand, then Seller may destroy or otherwise dispose of the tooling, without further notice or liability to Buyer.

19. **Intellectual Property and Confidentiality.** All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software and other works and matters that Seller creates or develops in the course of Seller's design, development or manufacture of the Goods or performance of the Services and all drawings and specifications that Seller provides to Buyer ("Intellectual Property") will be Seller's sole property, and Buyer assigns, and agrees to assign, to Seller all right, title and interest that Buyer now has or in the future acquires in the Intellectual Property. Buyer shall not disclose or use any of the Intellectual Property or any information about Seller's business, operations or activities, except to the extent necessary for Buyer to use the Goods or Services. Seller has the right to use cloud computing and online services to transfer, store, and process Buyer's confidential and non-confidential information. These services may be in any location or locations.

20. **Cancellation.**

(a) Buyer does not have any right to cancel its agreement to buy the Goods or Services from Seller. If, however, Seller agrees in writing to permit cancellation, then Buyer will immediately pay to Seller a cancellation charge in an amount equal to the purchase price (including any tooling charge) less allowances (in amounts that Seller determines) for (i) the realizable value to Seller of any standard components that Seller purchased or ordered before cancellation, (ii) the realizable scrap value to Seller of the remaining material and tooling that Seller purchased, fabricated or ordered before cancellation and (iii) any direct labor costs that Seller saved by reason of the cancellation.

(b) If Buyer fails to pay or perform any indebtedness or obligation that Buyer at any time owes to Seller (whether or not it is related to the sale of Goods to which these Terms of Sale apply), then Seller may consider Buyer's failure to be an anticipatory repudiation of any or all outstanding contracts that provide for Seller to sell Goods or Services to Buyer, and Seller may, without liability to Buyer, cancel any or all of those outstanding contracts.

21. **Notices.** All notices must be in writing. All notices must be verified for delivery. Notices are effective on delivery.

22. **Indemnity.** Buyer will indemnify and hold harmless Seller with respect to all damages, losses, claims and expenses, including consequential and incidental damages and attorney fees, that Seller incurs as a result of (a) Buyer's breach of any of Buyer's obligations under these Terms, (b) any claimed unfair competition or patent, trademark or copyright infringement or any other claim that results from Seller's manufacture of the Goods, or performance of the Services, to Buyer's specifications, (c) Buyer's modification of any of the Goods, (d) the incorporation or installation of any of the Goods in a product that is manufactured or assembled by or for Buyer, (e) the return of any Goods to Seller that were exposed to a chemical, biological, radiological, nuclear or explosive event or otherwise exposed to a hazardous material, or (f) loss, damage, or misappropriation of Seller's confidential and non-confidential information.

23. **Seller's Rights.** Seller has all rights and remedies that applicable law gives to Sellers. Seller's rights and remedies are cumulative, and Seller may exercise them from time to time. Seller's waiver of any right on one occasion will not be a waiver of any future exercise of that right.

24. **Time for Bringing Action.** Any action that Buyer brings against Seller for breach of these Terms or for any other claim that arises out of or relates to the Goods or their design, manufacture, sale or delivery or the Services must be brought within one year after the cause of action accrues.

25. **Governing Law and Language.** These Terms are made in the State of Michigan and the Terms will be governed by and interpreted according to Michigan law, excluding the United Nations Convention on Contracts for the International Sale of Goods. Either party may bring any action that arises

from these Terms in any federal or state court in Kent County, Michigan, that has jurisdiction of the subject matter. Buyer irrevocably consents that any such court will have personal jurisdiction over Buyer and waives any objection that the court is an inconvenient forum.

26. **Complete Agreement; Amendment.** These Terms and any additional terms on Seller's quotation and acknowledgment contain the entire agreement between Buyer and Seller. Any change in this Contract must be in a writing signed by an authorized officer of Seller.