

MILJOCO CORPORATION

GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS

1. Terms and Conditions of Sale Govern.

(a) These Terms and Conditions of Sale, in conjunction with the attached Order Acknowledgment (together, the “**Agreement**”) represent the final and complete agreement between Miljoco Corporation (“**Company**”) and the customer identified in the Order Acknowledgment (“**Customer**”). This Agreement comprises the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. No other terms or conditions in any way modifying or changing the provisions this Agreement (including any preprinted terms on Customer’s purchase order, regardless whether or when Customer has submitted its purchase order or such terms) shall be binding upon the Company unless made in writing and signed by Company. Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend this Agreement.

2. Products.

Company shall deliver to Customer the products referenced in the Order Acknowledgment (collectively, the “**Products**”) as further described in the Packing List provided to Customer, subject to availability of Products, which may consist of equipment, hardware, and peripherals (“**Equipment**”).

3. Proposition 65 Warning. THE PRODUCTS AND EQUIPMENT MAY CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS AND OTHER REPRODUCTIVE HARM. Customer agrees and acknowledges that it is customer’s sole and exclusive responsibility to discharge the warning requirements of California’s Proposition 65, codified at California Health & Safety Code § 25249.6 *et seq.* (“Prop 65”). Customer agrees to take sole and complete responsibility for any and all claims, damages, losses, and expenses resulting from its failure to comply with the warning requirements set forth in Prop 65. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, AND THEIR OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, AND SUCCESSORS (“AFFILIATES”) FROM ANY AND ALL CLAIMS, COSTS, PROCEEDINGS, DEMANDS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY’S FEES AND LEGAL COSTS) OF ANY KIND OR NATURE, RESULTING FROM OR RELATED TO CUSTOMER’S ACTUAL OR ALLEGED FAILURE TO COMPLY WITH THE WARNING REQUIREMENTS SET FORTH IN PROP 65. CUSTOMER’S ACCEPTANCE OF THE PRODUCTS CONSTITUTES AN EXPRESS ACKNOWLEDGMENT AND ACCEPTANCE OF THIS SECTION 3.**

4. Delivery.

(a) The Products will be delivered within a reasonable time after Company receives and accepts an order signed by Customer, subject to availability of finished Products. Delivery or shipping dates, if any, set forth herein are approximate only. Company will endeavor to meet delivery schedules and shipping dates requested by Customer, but in no event shall Company incur any liability for any loss, damages, or expenses (consequential, special, or otherwise) incurred by Customer as a result of any delay in delivery for any reason.

(b) Unless otherwise agreed in writing by the parties in the Order Acknowledgment, Company shall deliver the Products to the Shipping Point (defined below) using Company’s standard methods for packaging and shipping such Products. Customer shall take delivery of the Products within three (3) days of Company’s written notice that the Products have been delivered to the Shipping Point. Customer shall be responsible for all loading costs (including freight and insurance costs). Company shall not be liable for any delays, loss or damage in transit.

5. Non-delivery.

(a) The quantity of any installment of Products as recorded by Company on dispatch from Company’s place of business is conclusive evidence of the quantity received by Customer on delivery unless Customer can provide conclusive evidence proving the contrary.

(b) Any liability of Company for non-delivery of the Products shall be limited to (in Company’s sole discretion) replacing the

Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

6. Shipping Terms. Unless indicated otherwise, Delivery shall be made EXW (Incoterms 2010), Company’s headquarters (“**Shipping Point**”), including without limitation, freight and insurance costs. If no delivery terms are specified on the customer purchase order, the method of shipping will be in the sole discretion of Company. Unless directed in writing otherwise by Customer, full invoice value will be declared for all shipments.

7. Title and Risk of Loss. Title and risk of loss passes to Customer upon delivery of the Products at the Shipping Point. As collateral security for the payment of the purchase price of the Products, Customer hereby grants to Company a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.

8. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

9. Price.

(a) Customer shall purchase the Products from Company at the prices (the “**Prices**”) set forth in the Order Acknowledgment. Unless specifically stated to the contrary in the Order Acknowledgment, quoted Prices and discounts are firm for thirty (30) days from the date of the Order Acknowledgment. Unless otherwise stated, prices are quoted EXW (Incoterms 2010), Shipping Point. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes (present or future); provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, Company’s income, revenues, gross receipts, personnel or real or personal property or other assets.

10. Payment Terms.

(a) Unless otherwise provided in the Order Acknowledgment, if Customer has approved credit with Company, Customer shall pay all invoiced amounts due to Company within thirty (30) days from the date of Company’s invoice. If Company does not have Customer’s financial information and has not provided pre-approved credit terms for Customer, the payment must be made in cash with order or C.O.D. in US dollars. If Customer has approved credit terms, the payment may be made by cash with order, wire transfer of immediately available funds, or check in US dollars. Certain products require a down payment. Any payment terms other than set forth above will be identified in the Order Acknowledgment. Notwithstanding anything herein to the contrary, all prepaid deposits and down payments are non-refundable. If a deposit is not received when due, Company reserves the right to postpone manufacturing of Products until payment is received. Company will not be responsible for shipment delays due to deposit payment delays.

(b) In Company’s sole discretion, Company may charge Customer interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate allowed under applicable law. Customer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under this Agreement or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the delivery of any Products if Customer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

(c) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Company, whether relating to Company’s breach, bankruptcy or otherwise.

11. Intellectual Property. All patents, trademarks, copyrights or other intellectual property rights embodied in the Products are owned by

Company and its licensors. Company and its licensors retain all right, title and interest in such intellectual property rights. Except as expressly set forth herein, no license rights or ownership in or to any of the foregoing is granted or transferred hereunder, either directly or by implication. ALL RIGHTS RESERVED.

12. Installation requirements. Customer is responsible for proper installation of the Products and any necessary equipment or hardware.

13. Limited Warranty.

(a) Subject to the exceptions and upon the conditions set forth herein, Company warrants to Customer that for a period of one (1) year from the date of shipment, the Equipment will be free from material defects in material and workmanship ("**Warranty Period**").

(b) **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 14(A), COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR EQUIPMENT. CUSTOMER USES THE PRODUCTS AND EQUIPMENT AT CUSTOMER'S OWN RISK. THE PRODUCTS AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE**

(c) Subject to Section 14(a) above, with respect to any such Products during the Warranty Period, Company shall, in its sole discretion, either: (i) repair or replace such Products (or the defective part) or (ii) credit or refund the price of such Products at the pro rata contract rate, provided that, if Company so requests, Customer shall, at Customer's expense, return such Products to Company.

(d) **THE REMEDIES SET FORTH IN SECTION 14(c) SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 14(a).** Representations and warranties made by any person, including representatives of Company, which are inconsistent or in conflict with the terms of this warranty, as set forth above, shall not be binding upon Company.

14. Indemnification. Customer agrees to indemnify, defend, and hold harmless Company and its Affiliates from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to: (i) any actual or alleged breach of this Agreement by Customer; (ii) any actual or alleged breach of applicable law by Customer; (iii) any act or omission by Customer; or (iv) Customer's use of the Products.

15. Limitation of Liability. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, LOSS OF INFORMATION OR DATA, OR PERSONAL INJURY OR DEATH ARISING IN ANY WAY OUT OF THE MANUFACTURE, SALE, USE, OR INABILITY TO USE ANY PRODUCTS, OR ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY CUSTOMER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO COMPANY FOR THE PRODUCTS PROVIDED HEREUNDER.**

16. Termination. Company reserves the right not to provide the Products to any person, at any time and for any reason, in Company's sole discretion. Company also reserves the right to terminate this Agreement at any time and for any reason, in Company's sole discretion.

17. Compliance with Law. Customer shall comply with all applicable laws, regulations and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Customer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement. Products delivered by Company shall be subject to U.S. export controls. Customer shall obtain all licenses, permits and approvals required by any government and shall comply with all applicable laws, rules, policies and procedures of the applicable government and other competent authorities.

18. Waiver. No waiver by Company of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Force Majeure. Company shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage (each a "**Force Majeure Event**"), provided that, if the event in question continues for a continuous period in excess of ninety (90) days, Customer shall be entitled to give notice in writing to Company to terminate this Agreement.

20. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan.

21. Dispute Resolution. If Customer is an entity formed under the laws of the United States of America, or any of its states, districts or territories ("**U.S. Law**"), then any dispute, legal suit, action or proceeding arising out of or relating to this Agreement shall be adjudicated and decided in the federal courts of the United States of America or the courts of the State of Michigan in each case located in the City of Mt. Clemens and County of Macomb, Michigan and each party irrevocably submits to the exclusive and personal jurisdiction of such courts in any such dispute, suit, action or proceeding.

22. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order.