



## **HUMANETICS INNOVATIVE SOLUTIONS, INC TERMS OF SALE**

### **1. FORMATION OF CONTRACT**

By placing an order, accepting or paying for the goods specified on the face of this order or quotation, Purchaser agrees to the terms and conditions of sale contained herein. If Purchaser objects to any of these terms, such objection shall be in writing and received by HUMANETICS INNOVATIVE SOLUTIONS, INC (HUMANETICS) at the address stated on the front hereof prior to commencement of performance by HUMANETICS. Additional or different terms in Purchaser's purchase order or other forms shall not be deemed objections hereto, unless specifically and conspicuously labeled "objections". Any additional or different terms contained in Purchaser's form are objected by HUMANETICS without need of further notice, and shall not be binding on HUMANETICS unless expressly accepted in writing by an officer of HUMANETICS. HUMANETICS written confirmation of the order shall not constitute an acceptance by HUMANETICS in writing of any additional or different terms contained in purchaser's form.

### **2. TERMS OF PAYMENT**

Terms of payment shall be 100% prepayment 3 months before shipment unless otherwise specifically agreed by HUMANETICS in writing. HUMANETICS reserves the right to withdraw any offer to sell or to cancel any agreement prior to shipment of goods if, in HUMANETICS's sole judgment, Purchaser's credit record is inadequate. HUMANETICS also reserves the right to change the credit terms, or to withdraw credit.

### **3. SHIPMENTS**

Unless otherwise indicated on the face of order or quotation: (a) shipments shall be EXWORK HUMANETICS plant in Farmington Hills, Michigan; (b) HUMANETICS, at its option, may hold all goods for shipment at one time, or may make partial shipment provided any agreed delivery schedule is met subject to item 4 of these terms; and (c) each shipment shall be treated as a separate contract for the purposes of these Terms of Sale, and HUMANETICS may refuse to make additional shipments if Purchaser is in breach with respect to any prior shipment. In the event of shipments arranged by HUMANETICS, Purchaser may request that a shipment be insured at net value or minimum coverage provided by carrier, whichever is greater. In the event of damage or loss in shipment, Purchaser should file a timely claim with the carrier and also notify HUMANETICS.

### **4. TAXES AND PERMITS**

Sales, excise, use, gross receipts, added value or similar taxes whether presently in force or here-after enacted shall be deemed extra charges and Purchaser agrees to pay the same at applicable rates. All licenses and permits, whether federal, state, local or those of a foreign government, shall be obtained by Purchaser at Purchaser's expense.



## **5. DELIVERY**

The scheduled shipping date, if any, upon the face of this document is HUMANETICS's best estimate at the time the order is entered, but HUMANETICS shall not be liable for any failure or delay in making delivery of the product by the due date, unless such failure is reckless or willful. The existence of delay, other than delay from HUMANETICS's recklessness or willfulness, shall automatically extend the time of performance and delivery by HUMANETICS to the extent necessary to enable it to make delivery with reasonable diligence after the causes of the delay have been removed. Unless otherwise specifically agreed in a writing signed by a HUMANETICS officer, HUMANETICS will not accept purchase orders or make offers to sell products on terms which provide that "time is of the essence".

## **6. ACCEPTANCE**

Purchaser will be deemed to have accepted the goods described on the face hereof if HUMANETICS does not receive written notice of rejection within 10 days of receipt by Purchaser. In any event, payment shall constitute acceptance.

## **7. DESIGN**

Unless otherwise specifically agreed in writing, HUMANETICS reserves the right to adopt any changes in the design or manufacture of its products, the utility of which shall be in HUMANETICS's sole discretion. In the event that this order or quotation is supplied in compliance with Purchaser's plans, drawing or specifications, Purchaser shall indemnify and hold HUMANETICS harmless from and against all damages, liabilities, losses, and expenses (including, without limitation, damages for infringements on the patents of others).

## **8. LIMITED WARRANTY AND LIMITATION OF LIABILITY**

HUMANETICS warrants its products to be free from defects in materials and workmanship, subject to the following terms and conditions: Without charge, HUMANETICS will repair or replace products found to be defective in materials or workmanship within the warranty period; provided that:

- The product has not been subjected to abuse, neglect, accident, incorrect wiring not our own, improper installation or servicing;
- The product has not been repaired or altered by anyone except HUMANETICS;
- Examination discloses, in the judgment of HUMANETICS, the defect in materials or workmanship developed under normal installation, use and service;
- HUMANETICS is notified in advance of and the product is returned to HUMANETICS transportation prepaid.
- Unless otherwise specified or agreed to in a writing signed by a HUMANETICS officer, HUMANETICS OEM products shall be warranted for one year from date of sale.



THE FOREGOING WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR MERCHANTABILITY FOR A PARTICULAR PURPOSE.

HUMANETICS LIABILITY FOR BREACH OF WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT, OR IF THE GOODS CANNOT BE REPAIRED OR REPLACED, TO A REFUND OF THE PURCHASE PRICE. HUMANETICS LIABILITY FOR ALL OTHER BREACHES IS LIMITED TO A REFUND OF THE PURCHASE PRICE. IN NO INSTANCE HUMANETICS WILL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM A BREACH OF WARRANTY, OR FROM THE USE OR INSTALLATION OF ITS PRODUCTS. No representative or person is authorized to give any warranty other than as set out above or to assume for HUMANETICS any other liability in connection with the sale of its products.

## **9. CANCELLATION**

Orders cancelled by Purchaser prior to shipment shall be subject to appropriate cancellation charges by HUMANETICS as described below.

All cancelled purchase orders (including line items of purchase orders) will be charged 10% (of total dollars cancelled) administrative/ restocking cancellation fee along with the following:

- All parts specifically bought by HUMANETICS for the customer specified assembly will be the cost responsibility of the customer. The customer assumes entire cost for all custom purchased parts made to customer specification by HUMANETICS. Custom made parts of an assembly purchased by HUMANETICS will be sent to customer after cancellation payment is received.
- All Parts bought by HUMANETICS specifically for the customer assembly that can be restocked at HUMANETICS will be charged a 10% specific of part restocking fee.
- All work in process and completed components (stocked in finished goods location waiting for order allocation) costs will be the responsibility of the customer calculated at time of cancellation.
- Acknowledgement of cancellation and calculation of cancellation costs will be returned to the customer in writing within ten days of receipt of customers written cancellation notice.

## **10. RETURNS**

No products are to be returned without written authorization from HUMANETICS. Authorization will be given in the form of a Returned Goods Authorization (RGA) number which must accompany the returned material. Transportation charges on returns must be paid by the Buyer.



## **11. CONFIDENTIAL INFORMATION**

Unless specifically otherwise agreed, HUMANETICS will not accept any disclosure to it by Purchaser of any information claimed to be confidential (including plans, drawing or specifications relating to purchaser's proposed use of the product).

## **12. INTERNATIONAL DELIVERY**

If the purchase calls for shipment to a point outside the United States of America, acceptance by HUMANETICS is expressly subject to its ability to obtain, on appropriate terms, any export license or permit required by applicable governmental law or regulation.

## **13. PRICE CHANGES**

HUMANETICS reserves the right to change prices set forth in price lists, quotations and acknowledgments issued by HUMANETICS, for products ordered by Purchaser which at Purchaser's request are rescheduled for a new shipment date.

## **14. GOVERNING LAW**

The validity, construction and performance of this contract and the transactions to which it relates shall be governed by the laws of Michigan. All actions, claims or legal proceeding in any way pertaining to this contract or related transactions shall be commenced and maintained in Michigan state courts or in federal court for the District of Michigan. Both parties acknowledge that, in pursuing this transaction, each has had minimum contacts with Michigan and the parties hereto agree to submit themselves to the jurisdiction of such court

## **15. OTHER TERMS AND CONDITION OF SALE**

Any terms and conditions of sale proposed by Purchaser shall not be deemed to constitute terms and conditions of sale applicable to this order unless such terms are consistent herewith, and no prior course of dealings between HUMANETICS and Purchaser, nor common usage of trade shall operate to modify any of these general terms and conditions of sale.

When declaring In Tolerance or Out of Tolerance condition(s), the HUMANETICS calibration laboratory utilizes a shared risk method as the decision rule for all calibrations. The stability of the Unit Under Test (UUT) over time depends on many factors outside our control. It is the responsibility of those using the UUT to quantify their measurement of uncertainty and evaluate the adequacy of their measurement process to demonstrate that measurement traceability is credibly maintained. The issuance of a purchase order is recognized as acceptance of these terms.