

These Terms and Conditions shall govern the sale of products and services (collectively "products") by Alta Enterprises, LLC, and its Affiliates ("Seller") to Buyer. Buyer's acceptance of Seller's products represents acceptance in full of these Terms and Conditions. Buyer may, for purposes of administrative convenience, use Buyer's standard form of purchase order to order products from Seller. The parties understand and agree that any terms or conditions on any such purchase order or similar document in any way different from or in addition to the terms and conditions of these Terms and Conditions shall have no effect whatsoever and Seller hereby rejects all such terms and conditions.

2. Price and Taxes. Unless otherwise agreed to in writing by Seller, all sales and prices quoted are F.O.B. Shipping Point Buyer shall be liable for and shall pay or reimburse Seller for any sales tax, use tax, personal property tax, license or registration fees levied or based upon the sale, rental, use or operation of the products.

3. Payment Terms. All payments hereunder shall be in United States Dollars. Upon approval of credit by Seller, payment shall be made thirty (30) days from the date of invoice. On overdue accounts, Seller shall charge and Buyer shall pay a service charge of one and one-half percent (1.5%) of the unpaid balance per month (or such lesser rate as may be required by law) until the account is paid in full. Regardless of any prior approval of credit, Seller may require full or partial payment in advance if Seller, in the exercise of its sole discretion, determines that Buyer's financial position warrants such action. If at any time Seller requests written assurances with respect to Buyer's financial condition, Buyer shall deliver such assurance. Seller may suspend delivery or the provision of services until receipt of such assurance, or until payment in full of the purchase price is received. Buyer's action in accepting Seller's products shall constitute (A) Buyer's grant to Seller of a purchase money security interest in the products, including all additions and replacements thereto and proceeds thereof, (B) Buyer's authorization of Seller to execute on behalf of Buyer any financing statements, security agreements and like documents and to take any other action in order to create, perfect and/or maintain Seller's security interest in the products; and (C) Buyer's appointment of Seller as Buyer's attorney-in-fact to prepare, sign, file, and record, in Buyer's name, any such documents. Such appointment is coupled with an interest and is irrevocable.

4. Limited Warranty. (A) In the event a product of Seller is found to be defective within the warranty period established by the manufacturer, Seller's only obligation and Buyer's exclusive remedy shall be, at Seller's option, the repair or replacement of any defective part at Seller's facilities. Shipping costs to Seller's facilities shall be borne by Buyer and the repaired product shall be returned to Buyer at Seller's expense. Replacement parts and service labor for warranty work will be provided at no charge. All replaced parts shall be the property of Seller. In no event will Buyer return Products to Seller for warranty work, credit or otherwise without Seller's prior written consent Seller shall have no obligation to repair or replace: (1) products altered, modified or repaired other than by Seller; (2) products failing due to misuse, improper maintenance, improper operating environment, carelessness, negligence or accident; (3) products failing due to damage occurring after delivery thereof to Buyer; or (4) products, the serial numbers or any parts of which have been altered, defaced or removed. THE WARRANTIES SET FORTH IN THIS CLAUSE (A) ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED BY SELLER AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF THE COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. (B) THE REMEDIES OF BUYER WITH RESPECT TO THE SALE, DELIVERY OR USE OF ANY PRODUCT HEREUNDER, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE, PRODUCTS LIABILITY AND STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, SHALL BE EXCLUSIVELY AS SET FORTH IN THIS SECTION 4. SELLER SHALL NOT BE LIABLE TO BUYER FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF REPLACEMENT PRODUCTS OR CLAIMS OF BUYER'S CUSTOMERS, NOTWITHSTANDING (1) THE FACT THAT SELLER MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR CLAIMS OR (2) THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.

5. Assignment. Any attempted assignment by Buyer of its rights hereunder without Seller's prior written consent shall be void Seller may assign any of its rights or delegate any of its duties hereunder.

6. Attorney's Fees. In the event it is necessary to retain the services of legal counsel to enforce or interpret these Terms and Conditions, the prevailing party in any resulting action or proceeding shall be entitled to recover its reasonable attorney's fees and court costs.

7. Governing Law: Severability. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflicts of law principles that would require the application of any other law. The parties consent to the exclusive jurisdiction of the appropriate State Court or Federal Court that has jurisdiction over the Seller's facility from which products or services were provided. The provisions of these Terms and Conditions are deemed severable and any term or condition is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

8. Representation of Solvency. By accepting the products or services sold hereunder, Buyer represents and warrants to Seller that it is not insolvent. Buyer acknowledges that Seller's performance hereunder is expressly in reliance on such representation and warranty. Buyer agrees to provide written confirmation thereof forthwith upon Seller's request.

9. Amendment. These Terms and Conditions may not be modified or amended except in a writing signed by a duly authorized representative of Seller that expressly states the sections of these Terms and Conditions to be modified; no other act, usage, or custom shall be deemed to amend or modify these Terms and Conditions. By its action in accepting the products Buyer thereby waives any right it may have to claim that these Terms and Conditions were subsequently modified other than in accordance with this Section 9.

10. Indemnity. Buyer agrees to indemnify, hold harmless and defend Seller from and against any claim, action, loss, liability, expense, damage or judgment, including litigation costs and reasonable attorney's fees, which arise as a result of any actions by Buyer's agents, employees, consultants or representatives in connection with Buyer's possession, use or operation of the product(s) sold hereunder.

All parts returned for credit will be subject to a 20% handling charge and must be accompanied by original invoice. No new returns after 30 Days. Purchase receipt required for all returns. Warranty Parts will be subject to vendor's inspection. Defective Parts will be repaired or replaced at our option. No returns on electrical items. Disclaimer of Warranties: Seller hereby expressly disclaims all warranties, either express or implied, including any implied Warranties of merchantability or fitness for a particular purpose, and neither assumes, nor authorizes any other person to assume liability in connection with the sale of the parts.