



**International Corporation**  
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## **GENERAL TERMS AND CONDITIONS FOR SALES**

### **JOST INTERNATIONAL, INC.**

These terms and conditions ("Terms") are issued on behalf of JOST INTERNATIONAL, INC. (which may be referred to as "us," "our" or "we" in these Terms) and will apply to all sales made by us pursuant to a quotation accepted by you, and any supply or other agreement to which these Terms are attached or incorporated by reference (with such quotation or agreement sometimes referred to as the "Agreement") with respect to parts, goods and materials and any services incidental thereto ("Goods"). By accepting such Agreement, you agree you have read and will be bound by these Terms. No change, waiver or consent with respect to these Terms will be binding on us unless contained in a separate writing signed by our authorized representative.

1. **Contract.** Any quotation we issue is our offer and is limited to these Terms and those terms reflected in our quotation. Our issuance of a quotation is not an acceptance of any purchase order you have provided to us. Any conduct by you recognizing the existence of a contract pertaining to the subject matter of a quotation will constitute your acceptance of our quotation and these Terms. Any terms or conditions proposed in your acceptance of this offer that add to, vary from or conflict with any of these Terms are deemed material and are hereby rejected. If our quotation is deemed an acceptance of your prior offer, then our issuance of a quotation will constitute an acceptance of such offer subject to the express condition that you agree to these Terms that are additional to or different from any terms and conditions in your offer. You acknowledge that except as otherwise provided in these Terms, our quotation, together with these Terms, constitutes the entire agreement between the parties with respect to the subject matter. In the event of a conflict between these Terms and an Agreement, the terms and conditions contained in the Agreement shall control.

2. **Changes.** Cancellation or modifications of all or part of any Agreement are subject to our prior written consent in each instance. If cancellation or modification is allowed, you agree to pay all expenses incurred and damage sustained by us on account of the cancellation or modification, plus a reasonable profit.

3. **Prices and Payment Terms.** All prices and quantities quoted are subject to adjustment. Prices for Goods pursuant to an Agreement may be adjusted for increases in our cost of raw materials. All stated prices are exclusive of any taxes, fees, duties, and levies, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement (collectively, "Taxes"). Any Taxes related to the Goods are your responsibility, excluding taxes based on our net income. Unless otherwise set forth in the Agreement, you will pay all invoiced amounts within thirty (30) days following the date of the invoice. Unpaid amounts will accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by applicable law, from due date until paid, plus reasonable costs of collection. We reserve all other rights granted to a seller under the Uniform Commercial Code for your failure to pay for the Goods or any other breach of these Terms. In addition to all other remedies available to us, we may suspend the delivery of any Goods if you fail to pay any amounts when due and the failure continues for five (5) days following your receipt of notice thereof. You may not withhold payment of any amounts due and payable as a set-off of any claim or dispute.

4. **Delivery.** Unless otherwise agreed in writing, all sales are FOB our facilities in Grand Haven, Michigan. We are not responsible for delays, damage, or delivery failures occurring after the Goods are delivered to the carrier. Shipping dates are estimates only, and we will not be liable for any damages associated with our inability to meet such time frames, including, but not limited to, delays beyond our control. Receipt of Goods by you will constitute waiver of all claims for loss or damage due to delay.

5. **Title; Risk of Loss.** Risk of loss passes to you upon delivery to the carrier, and title passes to you

upon payment in full for the Goods.

6. Warranties. We warrant that the Goods will be free from defects in material and workmanship for a period of twelve (12) months following the date of delivery (the "Warranty Period"). If, prior to the expiration of the Warranty Period, you inform us in writing of any breach of this limited warranty, then we may repair or replace the Goods that gave rise to the breach or, in our sole and exclusive discretion, refund the amounts that you paid for the Goods. This warranty does not apply to (i) any defect in Goods not manufactured by us; or (ii) any Goods manufactured according to your specifications. This warranty and remedy are expressly conditioned upon: (i) your payment of the purchase price in full, (ii) your giving written notice of the defect, reasonably described, to us within ten (10) days of the time when you discover or ought to have discovered the defect, (iii) you providing us with a reasonable opportunity to examine the Goods, and (vi) the absence of any unauthorized modification or repair of the Goods. We do not warrant the Goods, or any repaired or replacement parts, against normal wear and tear or corrosion. THE REMEDIES SET FORTH IN THIS SECTION ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY FAILURE BY US TO COMPLY WITH OUR OBLIGATIONS UNDER THESE TERMS AND ANY AGREEMENT, INCLUDING ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION. WE MAKE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIM ALL OTHER WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Proprietary Information and Intellectual Property. The sale of Goods will not confer upon you any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by us, our subsidiaries, affiliates, or suppliers.

8. Indemnification. To the fullest extent permitted by law, you will indemnify, defend and hold harmless us and each of our affiliates, subsidiaries, customers, directors, officers, employees and agents against and from any and all claims, lawsuits, judgments, losses, penalties or actions, costs, liabilities, damages and expenses (including attorneys' fees) incurred or to be incurred (a) for your breach of the Agreement or these Terms; and (b) to the extent it is alleged that Goods or the use of Goods caused or will cause the death of or injury to any person or damage to any property which resulted or is alleged to have resulted from any acts or omissions by you, your employees, subcontractors or agents.

9. Remedies. The rights and remedies reserved by us in these Terms will be cumulative and in addition to any other rights or remedies provided by law or equity. We will be entitled to recover costs and reasonable attorneys and other professional fees in the enforcement or defense of any rights under the Agreement.

10. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL WE OR OUR AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, WHETHER FORESEEABLE OR NOT. ANY CLAIM FOR RELIEF BY YOU MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. EXCEPT FOR DEATH OR BODILY INJURY RESULTING FROM OUR GROSS NEGLIGENCE, OUR TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE GOODS WILL BE LIMITED TO YOUR DIRECT, ACTUAL DAMAGES IN AMOUNT NOT TO EXCEED THE TOTAL PURCHASE PRICE FOR THE GOODS GIVING RISE TO THE CLAIM. WE HAVE RELIED ON THE FOREGOING LIMITATION AND YOU EXPRESSLY ACKNOWLEDGE THAT THIS PROVISION IS ESSENTIAL IN THE ESTABLISHMENT OF THE PRICING OF THE GOODS. THE LIMITATIONS ON, AND EXCLUSIONS FROM, LIABILITY SET FORTH HEREIN SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Waiver. Our waiver of any right or remedy will not affect any right or remedy subsequently arising under the same or similar clauses.

12. Assignment. We may assign any benefit or obligation under any Agreement upon written notice to you. You agree not to assign any Agreement or delegate the performance of any obligations without our written consent. Any such assignment or delegation will, at our option, be deemed a cancellation of the Agreement.

13. Continuing Obligations/Severability. The obligations of each party under the following Sections will survive the expiration, non-renewal or termination of the Agreement: Sections 6, 7, 8, 9, 10, and 14. Any term or condition that is declared unlawful or unenforceable by a court of competent jurisdiction will not apply or will apply to the maximum extent permitted under law. The unenforceability of any such term or condition will not affect the enforceability of any other term or condition.

14. Governing Law/Jurisdiction. These Terms and the Agreement will be construed and interpreted according to the laws of Michigan, without regard to the laws regarding conflicts of laws.