



TERMS AND CONDITIONS OF SALE

CONFLICTING TERMS Any terms and conditions contained in the Purchaser's purchase order or request for quotation which are different from, in addition to, or vary Motion Control's terms and conditions shall not be binding upon Motion Control; unless agreed to in a separate, issue specific, signed, written agreement. **THIS IS AN ABSOLUTE CONDITION OF SALE.**

RESPONSIBILITY MCC will not accept any responsibility for any advice or assistance which concerns any parts / products / services / systems / equipment in relation to this sale, which is not expressly contained in writing, signed by all parties involved. It is the Purchaser's responsibility to insure that such advice is accurate and complete; it is the Purchaser's responsibility to ensure that all material underlying facts have been disclosed.

CHANGE OF TITLE / FOB POINT The purchaser will not receive title to products / systems until MCC receives payment in full. MCC does grant the right for purchaser to integrate products / services into other product / applications; however we reserve the right to remove our products / services if they are not paid for according to our payment terms (30 days is standard). **PURCHASER BEARS THE RISK OF LOSS UNTIL SUCH ITEMS ARE PAID FOR IN FULL. FOB IS MCC DOCKS OR SHIPPING POINT.**

WARRANTY MCC does not independently warrant manufacture's products in any fashion. MCC shall assist the customer in receiving warranty services from the manufacturer. PRODUCTS OR COMPONENTS THEREOF SUPPLIED BY ANY OTHER PARTY TO MOTION CONTROL, WHICH ARE NOT ASSEMBLED BY MOTION CONTROL, ARE COVERED ONLY BY THE INDIVIDUAL WARRANTY OF SUCH OTHER PARTY. COPIES OF SUCH WARRANTIES WILL BE FURNISHED UPON REQUEST. Motion Control warrants, except as hereinafter provided, each product sold hereunder **which is assembled by it** to be free from defects in assembly under normal use and service for a period of one year after shipment thereof to the original purchaser. Software products and/or applications are excluded. MOTION CONTROL'S WARRANTY EXTENDS ONLY TO PRODUCTS ASSEMBLED BY IT AND IS, TO THE EXTENT PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY WRITTEN OR ORAL REPRESENTATIONS MADE BY MOTION CONTROL, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES EXPRESSLY (OR BY IMPLICATION) STATING OTHERWISE ARE TO BE DEEMED UNRELIABLE UNLESS SIGNED IN WRITING BY A COMPANY OFFICER. Motion Control reserves the right to inspect products claimed defective under warranty either at the Purchaser's location or at Farmington Hills, Michigan. All returns must be pre-authorized. Products so returned shall be returned to Motion Control's plant, freight prepaid. Any product providing defective due to faulty assembly within one year from date of shipment will be replaced or repaired free of charge. F.O.B. is Motion Control's plant in Farmington Hills, Michigan. Motion Control assumes no liability for labor charges or other costs of any kind, whether direct or incidental to the adjustment service, repairing, removal or replacement of the product, or for the expense of repairs made outside of our warranty conditions.

LIMITATION OF LIABILITY PURCHASER'S ABILITY, WHETHER BASED IN PRODUCT AND/OR SERVICES, TO MAKE A CLAIM AGAINST MCC IS LIMITED TO THE PURCHASE PRICE OF THAT PRODUCT AND/OR SERVICE. Seller will not take responsibility for consequential damages of any kind; including but not limited to down time, lost profits, labor, legal fees or any other possible cost you incur. THIS IS AN ABSOLUTE CONDITION OF SALE.

CHANGES Prior to the date of delivery of any product or products hereunder, the Purchaser shall have the right to make changes in its order provided that Motion Control receives written notice for the desired changes and accepts the same and provided further that the Purchaser accepts the additional charge therefore as determined by Motion Control. Changes which interfere with or alter Motion Control's production schedules will not be acceptable unless the time for performance is extended for such period as deemed necessary by Motion Control. Failure of Motion Control to accept a Purchaser's request to change its purchase order shall not be cause for Purchaser's cancellation of its order except upon payment of a cancellation charge to be determined by Motion Control.

CANCELLATION Motion Control shall have the absolute right to cancel this Agreement upon breach thereof by the Purchaser, failure by the Purchaser to make any payment required by this Agreement, or the insolvency or bankruptcy of the Purchaser. A purchase order or any part thereof which is hereby accepted by Motion Control may not be cancelled unless and until Motion Control receives written notice of the cancellation, has determined the additional charge to be made and the same has been accepted and paid by the Purchaser. Upon receipt of a notice of cancellation, Motion Control shall be entitled to take whatever action it deems necessary and advisable to minimize cancellation charges.

DELAYS Motion Control shall not be liable for damages for delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing (and consequences thereof): weather; acts of God; acts of governments; accidents, strikes, insurrections, terrorist activity, shortage of materials, lack of transportation and failure of performance of subcontractors and/or suppliers for similar reasons. Under these reasons the contract delivery date shall be extended accordingly.

TAXES All applicable federal, state or local sales, use, or excise taxes are the responsibility of the Purchaser and shall be in addition to the price or prices stated on the front side of this document unless otherwise stated. Motion Control shall have the right to invoice separately any such tax as may be imposed at a later time.

MISCELLANEOUS

- This Agreement may not be assigned or otherwise transferred by Purchaser without the prior written consent of Motion Control. Any such assignment or transfer without such prior written consent shall be null and void and of no force or effect whatsoever.
- Motion Control's failure to insist on term compliance, on one or multiple occasions, does not constitute a waiver of said term(s). TO OBTAIN A LEGITIMATE AND ENFORCEABLE WAIVER, YOU MUST REQUEST AND RECEIVE A SIGNED STATEMENT FROM A CORPORATE OFFICER OF MOTION CONTROL CORPORATION.
- Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid, to the other parties last known corporate address. Any such notice, if so mailed, shall be deemed to have been received on the third business day following such mailing. Either party hereto may change its address for notice purposes by written notice to the other party.
- The paragraph headings in this Agreement are used for convenience only. They form no part of this Agreement and are in no way intended to alter or affect the meaning of this Agreement.
- This Agreement may be amended at any time by mutual agreement of the parties hereto by an endorsement to this Agreement signed by each of them.
- The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- All reasonable legal and collection costs will be charged to customer if referred for collection.

ENTIRE AGREEMENT The enforceable terms of this agreement are those contained in this document, you may not rely on any oral representations or earlier documents. Acceptance is assumed unless you object within 14 days. Modifications can only be obtained prior to sale and only when contained in a signed written document from a corporate officer of MCC.