

**1. Parties:**

- 1.1 "Seller" shall mean Hanson Systems, LLC, d/b/a EAGLE TECHNOLOGIES GROUP, and its successors and assigns.
- 1.2 "Buyer" shall mean the Customer to whom the offer set forth herein is submitted, and its successors and assigns.
- 1.3 "Parties" shall mean Seller and Buyer.

**2. Entire Agreement:** Unless otherwise specifically provided by separate written agreement duly signed by Seller, the terms and conditions stated herein, together with Seller's final quotation, constitute the entire agreement between Seller and Buyer. Any additional or different terms or conditions contained in Buyer's order or other documentation are rejected and objected to by Seller and shall be of no effect. Acceptance of Buyer's order is expressly conditioned on these terms and conditions and the terms of Seller's final quotation. Seller's quotation constitutes an offer by Seller to Buyer upon the terms and conditions stated therein and herein and shall become a binding contract upon Buyer's acceptance thereof either by acknowledgement, issuance of an order or performance. Placement of orders by Buyer shall be in accordance with Seller's then current procedures. All orders shall make reference to Seller's quotation number.

**3. Limitation of Liability and Remedy:** Seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from the order, or from the performance or breach hereof, or from the design, manufacture, sale, delivery, resale, operation, or use of any product or equipment covered by or furnished under the order shall not exceed the sale price allocable to the product or equipment that gives rise to the claim. **IN ANY EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, ALLEGED NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY, SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF SUBSTITUTING PRODUCT OR SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMERS OF BUYER FOR SUCH DAMAGES.**

**4. Price:** Prices are firm for 30 days from the date of the quotation. The products or equipment covered by Seller's quotation and the prices quoted are based on Buyer's requirements as furnished to Seller. If any modifications of such requirements are made in Buyer's order, then Seller may make reasonable adjustments in the sale price and in the time of performance without Buyer's consent. All prices are in U.S. dollars. Unless otherwise provided in Seller's quotation, all prices are EXW Seller's plant, Bridgman, Michigan.

**5. Taxes and Fees:** Prices quoted do not include any sales, use, excise or similar taxes, bonds, or duties; and the amount of any such taxes, bonds, or duties that Seller is required to pay or collect will be Buyer's responsibility. Seller has the right to bill Buyer separately for any such taxes, bonds, and/or duties that Seller is obligated to pay or collect.

**6. Payment Terms:** Unless otherwise agreed in a writing signed by an authorized officer of Seller, the purchase price for the products/equipment provided by Seller shall be paid in accordance with the terms and conditions contained in the Seller's final quotation.

**7. Shipments:** Unless otherwise provided in Seller's quotation, all equipment will be shipped EXW, Seller's plant, Bridgman, Michigan. All equipment will be boxed, skidded or crated, as Seller may deem necessary for normal handling and shipment. Extra charges shall be made for any special shipping preparation, such as, but not limited to, waterproofing. Routing and manner of shipment shall be at Seller's discretion. All shipments may be insured at Buyer's expense, with the value to be determined by Buyer, which should be no less than the purchase price of the shipment. On all shipments that are EXW Seller's plant, delivery of equipment to the initial carrier shall constitute delivery to Buyer and all equipment will be shipped at Buyer's risk.

**8. Timetables and Delivery:** Work completion dates, shipping dates and installation dates are estimates only. Such dates are estimated in part by Seller's backlog at the time the order is received. Such dates also are contingent upon receipt of complete technical information, approved drawings and the timely receipt of any approval from Buyer. Seller shall not be held directly or indirectly liable or otherwise responsible for delays of carriers or delays from labor difficulties, shortages, strikes, work stoppages of any sort, fires, accidents, failure or delay in receiving materials, supplies or components, government acts affecting Seller directly or indirectly, bad weather, or any act of God, or any causes whatsoever beyond Seller's control. If any such delays occur, then the

estimated delivery date shall be extended accordingly. Seller shall not be responsible for, and shall not be held liable for, any damages or penalties whatsoever resulting from such delays or failure to meet any estimated completion, shipping or installation date.

**9. Permits:** With respect to the shipment, installation and/or use of the equipment, Buyer is responsible for obtaining any required permits and complying with all applicable laws, ordinances, rules and regulations.

**10. Title and Lien Rights:** Seller shall have a purchase money security interest in all products or equipment hereunder until the purchase price has been fully paid. Buyer agrees to execute any documents that are necessary for attachment and perfection of Seller's security interest. If Buyer defaults, then Seller shall have all the rights of a secured creditor under the Uniform Commercial Code, as enacted in Seller's home state.

**11. Default With Respect to Payment or Delivery:** If Buyer defaults with respect to payment or otherwise, then Seller shall have the following remedies in addition to the remedies under the Uniform Commercial Code or at law:

11.1 If Buyer has not taken delivery of the equipment within 30 days after notice of delivery has been given to Buyer, then Seller may deem the equipment to have been abandoned by Buyer.

11.2 If Buyer has failed to take delivery, then Seller may charge (as additional charges hereunder) storage and warehousing charges in the sum of \$10.00 USD per square foot of space required per month.

11.3 Seller also shall have the right to suspend performance if Buyer does not make any payment when due.

**12. Change in Specifications or Design:** If Buyer requests any change in quantity, specification or design relating to any products or equipment, or changes of delivery date and/or schedules, such proposed change shall be subject to these terms and conditions and must be approved in writing to be binding upon Seller. Product information and specifications set forth in Seller's quotation are current as of the date of the quotation.

**13. Customer Supplied Parts:** If requested by Seller, Buyer shall promptly furnish sufficient workpieces and production parts to permit Seller to design, develop, set up, debug, and test the operation of the product or equipment without any liability for damaged or scrapped workpieces and parts so tested; all workpieces and parts not scrapped will be returned to Buyer upon its written request. When requested by Seller, Buyer, at its own expense, shall promptly send a qualified representative to observe testing at Seller's plant with authority to approve the results.

**14. Limited Warranty/Disclaimer of Implied Warranties:**

14.1 Unless otherwise expressly agreed upon in a writing signed by Seller, Seller warrants that the products or equipment furnished hereunder will conform to the functional specifications defined in Seller's quotation, will be suitable for use in the system sold hereunder, and will be free of defects in material and workmanship at the time of acceptance of the equipment. The period of Seller's warranty is one (1) year from the earlier of the date of product/equipment acceptance at Buyer's facility or 30 days after shipment from Seller's plant. Such warranties are contingent upon the equipment being operated only for one (1) shift per day at normal volumes. If the product or equipment is operated for more than one (1) shift per day or in excess of normal volumes, the warranty period shall be deemed proportionately reduced as determined in Seller's reasonable discretion. This warranty will remain in effect only as long as the product/equipment receives proper care and maintenance, and is not altered or subjected to abuse or usage other than in accordance with Seller's instructions. Maintenance records must be made available to Seller upon request. Perishable tooling and purchased parts are not covered under this warranty. Seller makes no warranty whatsoever regarding accessories or parts not manufactured by Seller; with respect to such items, only the manufacturer's warranties, if any, shall be applicable. Written notice of any claimed defect that is discovered during the warranty period must be presented to Seller immediately upon Buyer's discovery of that defect. Seller shall be entitled to inspect the alleged defect while the product or equipment remains in the claimed defective condition. Buyer shall not make, or cause to be made, any repairs or replacements without Seller's prior written consent. Seller will accept no back-charge without prior written notification and the option to correct or replace the defective part with Seller's workers.

**14.2 SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. EXCEPT AS TO TITLE, THERE ARE**

**NO OTHER WARRANTIES THAT ARE NOT EXPRESSLY STATED IN THIS DOCUMENT.**

- 14.3 Seller's maximum liability under this Limited Warranty shall not exceed, and Buyer's remedy shall be limited to, at Seller's sole option, either (1) repair or replacement of the defective product or equipment or (2) return of the product or equipment and refund of the purchase price. The above remedies shall be administered solely at Seller's option and shall represent Buyer's entire and exclusive remedy hereunder. Seller receives warranties on certain component parts purchased by Seller, and Seller's obligation regarding such components shall be limited to the extent of the warranties so received by Seller, and passed along in writing to Buyer. Under no circumstances shall Seller's limited warranty hereunder exceed the above-stated warranty period received by Seller from any such other party.
15. **Cancellation:** Buyer may cancel all or any part of the order by written notice. Upon Seller's receipt of such notice, Seller will promptly (i) cease all work on the order or part thereof canceled, (ii) take steps to cancel all applicable subcontracts, and (iii) issue a new invoice to Buyer for an amount equal to the completed percentage of the order *multiplied by* the price of the finished product or equipment, as determined in Seller's reasonable discretion. Buyer shall pay such amount within thirty (30) days of the date of such invoice. Upon receipt of payment, Seller shall return to Buyer all materials and supplies provided by Buyer relating to the canceled order. Buyer also shall be responsible for any and all liabilities and claims reasonably incurred by Seller arising out of the cancellation of any material or supply contracts or subcontracts relating to such order, including any attorneys' fees or other expenses incurred by Seller as a result of such cancellation. If Buyer elects to cancel the order in part, Seller may, at its option, within a reasonable time thereafter, cancel the entire order by written notice.
16. **Request to Delay Shipment:** If Buyer requests a delay in shipment after an order has been entered and accepted:
- 16.1 A charge may be made to cover additional costs incurred in rescheduling work. Seller will advise Buyer of the charge within 10 days after receiving Buyer's written request for delay.
- 16.2 If the product/equipment is within 12 weeks of the acknowledged shipping date, Seller has the option of completing, invoicing, and storing the product/equipment and charging one and one-half percent (1½%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product/equipment, plus reasonable storage costs.
17. **Indemnification:**
- 17.1 To the extent Buyer's agents or employees enter upon premises occupied by or under the control of Seller, or any of Seller's customers or suppliers, in the course of performance hereunder, Buyer shall defend, indemnify, and hold harmless Seller against all losses, claims, liabilities, and expenses, including reasonable attorney fees and expenses (collectively, "Losses"), for any damages or injury, including death to any persons and/or damage to any property, arising out of or related to any act or omission of Buyer or its agents or employees, except to the extent that any such injury or damage is due solely and directly to Seller's negligence.
- 17.2 Buyer must use and require its employees to use all safety devices, safety guards, and proper safe-operating procedures with to any products or equipment manufactured by Seller hereunder as set forth in manuals or instructions furnished by Seller and as required by any law or regulation. Buyer shall not remove or modify any such device, guard, or warning sign. If Buyer fails to strictly observe the above obligation, then Buyer shall defend, indemnify, and hold harmless Seller from Losses imposed upon or incurred by Seller to persons injured directly or indirectly in connection with the use of the equipment or whose property has been damaged as a result.
- 17.3 If any accident, defect, or malfunction involving the product or equipment results in personal injury or property damage, then Buyer shall promptly notify Seller, in writing, not later than 30 days thereafter, and must cooperate fully with Seller in investigating and determining the cause of such accident, defect, or malfunction. If Buyer does not provide such written notice within 30 days of any such accident, defect, or malfunction, or fails to cooperate, then Buyer shall defend, indemnify, and hold harmless Seller from any and all Losses arising from or related to such accident, defect, or malfunction.

17.4 If Seller supplies products or equipment to Buyer's specifications and/or manufactured or fabricated from Buyer's blue prints, sketches or specifications, Buyer, at its own expense, shall defend any suit or proceeding of any kind whatsoever brought against Seller in any capacity if such suit or proceeding involves a claim that any such products, equipment or any part thereof constitutes an infringement of any patent, copyright or trademark or other intellectual property right of another party, and Buyer shall pay or indemnify Seller against all Losses which may be awarded against or incurred by Seller related to such legal action or claim, as well as reasonable attorneys' fees and costs incurred by Seller.

18. **Information Disclosed:** Any and all proposals, prints, brochures, drawings, designs, engineering or other information furnished to Buyer by Seller are intended only for confidential use by Buyer, and shall remain Seller's property and shall not be used for any purpose other than the operation or maintenance of the products or equipment manufactured by Seller or to Seller's detriment. No information or knowledge heretofore or hereafter disclosed to Seller in the performance of or in connection with the terms hereof, shall be deemed to be confidential or proprietary, unless otherwise expressly agreed to in writing and signed by Seller, and any such information or knowledge shall be free from restrictions, other than a claim for patent infringement, as part of the consideration hereof. All working drawings or other materials provided by Seller are for informational purposes only and the specifications contained therein are not binding on Seller except as expressly stated in the quotation. Seller reserves the right at any time to make such changes in design or construction that, in its sole judgment, constitute an improvement over former practice.

19. **Buyer's Responsibility Regarding Field Installation:** Seller shall not be responsible for excavation, concrete work, grouting, embedded steel, isolation pads, building modification, electrical controls, panels, field paint, field piping, field wiring or other site preparation relating to the installation or operation of the products/equipment supplied hereunder. Any equipment furnished pursuant to Seller's quotation for erection by Buyer will require field alignment, leveling, start-up, and debugging. Seller shall not accept charges for any such field installation activity described herein.

20. **Modifications:** No change in, or waiver of, or modification of any of the terms and conditions herein will be acceptable or binding upon Seller unless in writing and signed by an authorized officer of Seller. No delay or omission by Seller to exercise any right or remedy shall impair such right or remedy or be deemed a waiver by Seller.

21. **Damages for Buyer's Breach:** Buyer expressly agrees that, where permitted by law, Buyer shall be liable for any reasonable attorney fees and expenses (including expert fees and expenses) incurred by Seller in successfully enforcing or declaring its rights and remedies against Buyer under the Parties' agreement (including the terms and conditions stated herein).

22. **Assignment.** The rights and obligations of the parties under these terms and conditions, Seller's quotation and Buyer's order may not be assigned by either party without prior written consent of the other party; provided, that Seller shall have the right to assign its rights without the consent of Buyer to any person or entity which purchases all or substantially all of the assets of Seller.

23. **Governing Law:** Any questions, disputes, controversies or litigation relating to these terms and conditions, Seller's quotation and Buyer's order shall be governed, interpreted, and enforced under the internal laws of the State of Michigan, without regard to choice of law rules.

24. **Choice of Forum:** Any action or proceeding involving any dispute between the Parties arising out of or relating to these terms and conditions, Seller's quotation, Buyer's order, or any contract between the Parties shall be brought exclusively in the United States District Court for the Western District of Michigan, Southern Division, or in a state court of competent jurisdiction located in the Berrien County, Michigan, USA. Each Party hereby irrevocably consents and submits itself to the jurisdiction of any such court; however, nothing herein affects or limits Seller's right to initiate or prosecute any action or proceeding seeking any self-help remedies, such as replevin, attachment, repossession, or set-off under the Uniform Commercial Code or other applicable law, convention, or treaty, including Seller's right to bring an action or proceeding in any court of competent jurisdiction for the purpose of enforcing any such self-help remedies.