

# SLIPNOT® QUOTE – STANDARD TERMS & CONDITIONS

1. **AGREEMENT.** These Standard Quote Terms & Conditions ("Terms & Conditions"), together with Seller's Quote incorporating these Terms & Conditions ("Quote") and Buyer's Purchase Order ("PO") are the entire agreement between the Buyer and Seller regarding the goods and materials (collectively, "Product(s)") to be provided by Seller (collectively the "Agreement") and supersede any and all other oral or written agreements, statements, or promises unless otherwise agreed upon by the parties in a separate writing signed by authorized representatives of Buyer and Seller. In the event of any conflict between the Buyer's PO and either the Quote or these Terms & Conditions, the Quote and Terms & Conditions shall govern and have superseding effect. Notwithstanding any Terms & Conditions that may be contained in any PO, Buyer hereby rejects any different or additional Terms & Conditions proposed by Buyer. If the PO is sent to Seller in response to a quotation or an offer of Seller submitted to Buyer, the terms of the Quote including these Terms & Conditions shall supersede and control all provisions in the offer to purchase of Buyer and shall be a rejection of any contradictory terms contained in such PO. Buyer's delivery of specifications or drawings, a notice to proceed in any form, or payment of any amounts due to Seller pursuant to the Seller's Quote shall constitute Buyer's acceptance of the Quote (including these Terms & Conditions). Seller shall be entitled to rely upon any drawings or specifications provided by Buyer to Seller, and Buyer warrants their accuracy and completeness.

2. **COMPLIANCE WITH LAW.** Any Product(s) supplied by Seller shall comply with all applicable laws, rules, and regulations existing at the time of Seller's Quote.

3. **PRICE AND DELIVERY; DELAYS.** Prices for Product(s) or any other items listed in Seller's Quote are solely for the Product(s) listed and not for any other products or services. Risk of loss and/or damage shall remain with Seller until receipt thereof by Buyer or Buyer's carrier, whichever occurs first. Time is of the essence as to both payment and delivery of the Product(s). Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by persons or circumstances beyond Seller's reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates. Seller reserves the right to withhold delivery of the Product(s) if, for any reason, Buyer fails to pay to Seller any portion of the purchase price for the Product(s) in the amount(s) and at the time(s) specified in the Quote. Upon delivery and receipt of the Product(s), Buyer shall immediately examine and test all Product(s). Claims for damaged goods, unacceptable goods or shipping errors must be submitted to Seller within seven (7) days after receipt of the Product(s). Buyer's failure to notify Seller shall constitute an unqualified acceptance of the shipment and a waiver by Buyer of any and all claims, including the right to revoke acceptance. **UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY DAMAGES OR LOSSES, WITHOUT LIMITATION, ARISING OUT OF OR RESULTING FROM ANY DELAY OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES UNLESS THERE IS A SPECIFIC WRITTEN AGREEMENT BETWEEN THE SELLER AND THE BUYER TO THE CONTRARY OR UNLESS OTHERWISE SPECIFICALLY PROVIDED HEREIN. UNDER NO CIRCUMSTANCES SHALL SELLER BE REQUIRED TO REFUND SUMS PAID BY BUYER RELATING TO CUSTOM ORDER PRODUCT(S).**

4. **DELIVERY AND TRANSPORTATION.** (a) If the shipping terms on the face of the Quote are delivery to a destination, Seller will deliver and bear the cost of transportation of the Product(s) to such destination. The method and agency of transportation and the routing will be designated by Seller. Excess packing, shipping and transportation charges resulting from compliance with respect to the use of any agency or method of transportation or any routing other than that which would be designated by Seller will be Buyer's obligation unless otherwise stated in Seller's Quote. In the case of Buyer pick-up, Buyer's truck is the destination, and unless Seller otherwise agrees in a writing, Seller will not deliver or bear any cost or make any allowance with respect to Buyer's pick-up, beyond loading on Buyer's truck (whether owned by, leased to, or otherwise under contract to Buyer).

(b) In the case of delivery to a place of destination, Seller shall be deemed to have delivered the Product(s) to Buyer when the Product(s) are shipped to such destination. After the delivery, any risks of damage to or loss of Product(s) shall be borne by Buyer. Buyer shall pick up the Product(s) at the destination on the date notified by Seller in advance in writing ("Delivery Date"). In case Buyer fails or rejects to pick up the Product(s) on the Delivery Date at the destination, Buyer agrees that Seller may take reasonable measures to protect the Product(s) and Buyer shall reimburse Seller for any such costs and shall be entitled to any other rights and remedies under applicable law.

(c) Unless different shipping terms are specified on the face of the Quote, the shipping terms will be FOB Seller's plant, with the cost of transportation, insurance, and risk of loss or damage borne by Buyer upon such delivery.

(d) In the case of delivery at Seller's plant, Buyer shall pick up the Product(s) at Seller's plant on the date notified by Seller in advance in writing ("Delivery Date"). In case Buyer fails or rejects to pick up Product(s) on Delivery Date at Seller's factory, from the first day after the Delivery Date, Seller shall be deemed to have delivered the Product(s) to Buyer and any risk of damage to or loss of Product(s) thereafter shall be borne by Buyer. In such a case, Buyer agrees that Seller may take reasonable measures to protect the Product(s) and Buyer shall reimburse Seller for any such costs and shall be entitled to any other rights and remedies under applicable law.

5. **NONCONFORMING PRODUCTS.** All Product(s) shall be received by Buyer (at the location contained in Seller's Quote or as otherwise agreed by the parties in writing), subject to Buyer's right of reasonable inspection and acceptance or rejection. Failure of Buyer to provide Seller with notice of rejection of some or all of the Product(s) within seven (7) days of receipt by Buyer shall constitute acceptance by Buyer.

6. **FORCE MAJEURE.** Seller will not be liable for delays in filling the Quote or failure in the performance of any of its obligations caused by circumstances or events not within its reasonable control including, but not limited to, accidents, labor disputes, shortages of labor, materials, fuel or power, fires, floods or other acts of God, acts or omissions of Buyer, terrorism, vandalism, severe weather conditions, priorities required, requested, or granted for the benefit of the national or any local government, restrictions imposed by national or local legislation or regulations, or any other cause, whether similar or dissimilar to those enumerated in this section, including without limitation cease of production/operation by a company due to economic hardship, which is beyond the reasonable control of Seller. The time for Seller's performance shall be automatically extended by not less than the duration of the delay caused by any such events or circumstances, provided, however, if any such delay shall continue for more than 120 days from the start of the cause of delay, the quantities undelivered during such period of delay or to be delivered, may be canceled at Seller's election without liability of Seller to Buyer by written notice to Buyer at any time..

7. **PAYMENT.** Unless provided to the contrary on the face of the Quote, payment terms are net 10 days from date of Seller's invoice and Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller. Whenever reasonable grounds for insecurity arise with respect to any payment due from Buyer, Seller may demand different terms of payment and assurance of Buyer's due payment including requiring that at any upstream contractor pay by means of a check jointly payable to Buyer and Seller. Any such demand may be oral or written and Seller may, upon the mailing of such demand, stop production and suspend shipments under the Quote. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment or to participate in a joint check arrangement, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of the PO which has not been fully performed, or Seller may resume production and may make shipment under reservation of possession or of a security interest and may demand payment against tender of documents of title. In the event that Buyer delays payment to Seller by more than five (5) days from the required payment date, Buyer shall pay Seller a late charge equal to one and one-half (1½%) per month on the past due balance plus reasonable attorney's fees and expenses incurred by Seller to obtain payment from Buyer.

8. **INSURANCE.** Seller agrees to carry the following minimum insurance: Commercial General Liability, including Completed Operations and Product Liability Insurance; Blanket Contractual, with minimum limits of liability of \$2,000,000 each occurrence combined single limit. All other insurance regarding the Product(s) shall be paid by Buyer unless otherwise provided in the Quote.

9. **TAXES.** Any tax or government charge by any federal, state or municipal government applicable to the Product(s) sold hereunder now imposed or hereafter becoming effective during the term of the Agreement, except for Seller's franchise taxes and taxes on Seller's net income, shall be added by Seller to the sales price where Seller has the legal obligation to collect or pay same, and shall be paid by Buyer unless Buyer

provides Seller with a proper tax-exemption certificate. Buyer shall pay any duties, levies, taxes, brokerage fees or customs fees imposed in the Buyer's country to shipments made under this Agreement.

10. **INTELLECTUAL PROPERTY.** Seller shall defend, indemnify and hold harmless Buyer, its affiliates, personnel, successors, customers (as defined herein) and users, from and against all liability, and expense (including attorneys' fees) associated with any actual direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright, industrial design right, or other proprietary right, by reason of the manufacture, use or sale of any Products ordered under the Agreement, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions. The foregoing obligation shall not apply to the extent such infringement arises out of compliance with specifications or drawings furnished by Buyer.

11. **INDEMNIFICATION - MUTUAL.** Seller agrees to defend, indemnify and hold harmless Buyer including its affiliates and their respective officers, directors, managers, agents, employees, successors, customers and users, from and against all claims for personal injury or property damage, (including attorneys' fees and expenses) to the extent caused by Seller's negligence relating to performance under the Agreement. Buyer agrees to defend, indemnify and hold harmless Seller including its affiliates and their respective officers, directors, managers, agents, employees, successors, customers and users, from and against all claims for personal injury or property damage, (including attorneys' fees and expenses) to the extent caused by Buyer's negligence relating to performance under the Agreement.

12. **LIEN WAIVERS.** As to any payment received by Seller, upon request of Buyer, Seller shall provide to Buyer any lien waivers required by applicable law.

13. **TERMINATION.** The Agreement may be modified or terminated only upon Seller's written consent. If all or part of the Agreement is terminated, Buyer, in the absence of contrary written agreement with Seller, shall pay termination charges based upon actual expenses and costs incurred in the production of the Product(s) to the date such termination is accepted by Seller plus a reasonable profit, except that any Product(s) completed on or prior to Seller's acceptance of such termination shall be accepted and paid for in full by Buyer.

14. **ASSIGNMENT.** Neither the Agreement, nor any right or obligation associated herewith, may be assigned or transferred by either party in the absence of the other party's prior written consent and any purported assignment or transfer absent such consent shall be void.

15. **APPLICABLE LAW / DISPUTE RESOLUTION.** The Agreement and its enforcement shall be governed exclusively by the laws of the State of Michigan without any regard to any applicable conflict of laws provisions. The United Nations Convention on the International Sale of Goods is expressly excluded. Unless otherwise agreed upon by the parties in writing, in the event of any claim, controversy or dispute between the parties arising from the Agreement or its breach, without limitation, the parties shall resolve their dispute by binding arbitration. The arbitration shall be conducted in accordance with the Construction Dispute Resolution Rules of the American Arbitration Association and the arbitrator(s) shall have the power to award legal and equitable remedies. Judgment upon the award may be entered in any court having jurisdiction thereof. The arbitrator(s) shall award attorney's fees and costs to the prevailing party as to any claim or dispute. The arbitrator(s) shall have the power to permit reasonable limited discovery of a type similar to that available under the Federal Rules of Civil Procedure, provided, however, that the arbitrator shall determine the scope, manner and extent of any such discovery to the extent permitted by law.

16. **RELATIONSHIP OF PARTIES.** Seller and Buyer are independent contracting parties, and nothing in the Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

17. **SEVERABILITY.** If any term of the Agreement is deemed or declared invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Agreement shall remain in full force and effect.

18. **ENTIRE AGREEMENT; MODIFICATION.** The Agreement constitutes the entire agreement between Seller and Buyer with respect to the matters contained in the Agreement and supersedes all prior oral or written representations and agreements.

19. **MISCELLANEOUS.** Section headings are for reference purposes only and shall not affect the interpretation or meaning of any Section or subsection of these Terms & Conditions. Each party's obligations under the Agreement shall survive termination of the Agreement, except as otherwise expressly stated in the Agreement.

20. **LIMITED WARRANTY.** SlipNOT® anti-slip, non-gritted, stainless steel Grip Grate /Grip Plate Grade #2 (Medium) as manufactured by W.S. Molnar Company shall incorporate an anti-slip stainless steel surface consisting of a horizontal and vertical random hatch matrix with a surface hardness of at least 55 on the Rockwell "C" Scale and a bond strength to the plate/grate of at least 4000 psi. The anti-slip surface shall remain free from defects in workmanship, material and slip-resistance and shall have a minimum coefficient of friction of .6 for a period of one (1) year after shipment under normal incidental pedestrian traffic conditions. The above Warranty shall not apply to damage or wear due to improper installation, excessive, improper, or unanticipated use. **THE FOREGOING WARRANTY IS A LIMITED WARRANTY IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED AND/OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SLIPNOT'S LIABILITY SHALL BE LIMITED TO REPAIR AND/OR REPLACEMENT OF DEFECTIVE MATERIALS AT SLIPNOT'S OPTION AND SLIPNOT SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES. BUYER'S FAILURE TO TIMELY PAY SELLER OR FAILURE TO PAY SELLER IN FULL VOIDS ALL SELLER WARRANTIES AND IS A WAIVER BY BUYER OF SELLER'S OBLIGATIONS UNDER THE AGREEMENT.**

21. **NOTICE.** Any notice or request required or permitted to be given in connection with the Agreement shall be sent by mail, prepaid, return receipt requested, by fax, with receipt confirmed, or by express delivery service to the address set forth on the PO, Quote, or to any other business address furnished in writing by the intended recipient to the sender. The date of notice shall be deemed to be the date on which such notice has been sent by fax, received by mail, or by express delivery service.

22. **AUTHORIZATION.** Any action or notice required or permitted by the Agreement including any signed writing shall only be valid if signed by an authorized representative of the party providing any such consent or notice.

23. **NOTICE; LIMITATIONS PERIOD.** Notwithstanding any other provisions of the Agreement, Buyer shall notify Seller in writing of any claims within ten (10) days of the occurrence of any event or circumstance giving rise to or which could form a basis for any such claim. Timely notice is a condition precedent of Seller's liability as to any such claim. Under no circumstances shall any claim be filed by Buyer against Seller more than one (1) year after Seller's delivery of the Product(s) to Buyer.

24. **NON-WAIVER.** Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Seller.