

TERMS AND CONDITIONS

1. **Parties and Background.** For the purpose of these Terms and Conditions, "Galco" shall mean Galco Industrial Electronics, Inc., a Michigan corporation or, to the extent identified in a related quotation or an accepted purchase order, the parent, subsidiary or affiliate entity of Galco Industrial Electronics, Inc. so identified. "Customer" shall mean the person or entity identified in the related quotation or purchase order that is seeking to purchase products and/or services from Galco as described in the Customer's purchase order or Galco's quotation, as applicable. Galco is a distributor of industrial and commercial electrical and electronic control, automation, and motion products, and a provider of related repair and engineering services, serving various industries.

2. **Application.** These Terms and Conditions, together with Customer's related purchase order, govern the relationship between Customer and Galco and apply to: i) all sales of equipment, parts, supplies, materials, systems or other personal property (individually and collectively, "Equipment") by Galco to Customer; ii) all manufacturing, assembling, integration, upgrading and/or engineering of Equipment by Galco for Customer; and/or iii) all repairs to Equipment by Galco for Customer. Customer acknowledges and agrees that these Terms and Conditions are incorporated in, and are a part of, each quotation, purchase order, invoice, release, requisition, work order, shipping instruction, specification, and any other document, whether expressed verbally, in written form or electronic commerce, relating to the sale, manufacture, assembly, integration, upgrade and/or engineering of Equipment by Galco to Customer and/or repair of Equipment by Galco for Customer (such documents including these Terms and Conditions are collectively referred to as the "Agreement"). Such Agreement represents the complete and exclusive statement of the parties' agreement and supersedes any prior discussions, negotiations, agreements, and understandings. Any modifications proposed by Customer are not part of the parties' Agreement in the absence of Galco's written acceptance thereof in a separate writing. Any terms or provisions in the Customer's Purchase Order which are in any way inconsistent with those herein shall be null and void and the Terms and Conditions herein shall control. The acceptance of Galco's quote or the issuance or placing of a purchase order by Customer shall constitute acceptance of these Terms and Conditions.

3. **Quotations.** No verbal quotations will be valid. Customer acknowledges that only written quotations that specifically identify the Equipment being sold, manufactured, assembled, integrated, upgraded, engineered, serviced and/or repaired by Galco and list the quantity of Equipment being sold, manufactured, assembled, integrated, upgraded, engineered, serviced and/or repaired, may be relied upon by Customer. All clerical errors in quotations are subject to correction by Galco.

If Customer decides not to have an item repaired after it has been received by Galco for evaluation and quoted, it will be returned to the Customer freight collect. Customer's item will also be returned to Customer freight collect if it is not authorized by Customer for repair within 60 days following a quote for repair being provided by Galco.

Customer acknowledges that not all items are repairable and there are times when once the repair is in process, it will become evident that the item has extensive damage, which may cause it to be unrepairable. If Galco determines, in its sole discretion, that an item is not reasonably capable of being repaired, then Galco will make every effort to quote Customer on a comparable exchange or a new comparable item of Equipment. If none of these options fulfill the Customer's requirements, then Galco will ship the Customer's item back to the Customer via ground transportation at no charge to the Customer or dispose of the item if so requested by Customer.

4. **Pricing.** Prices for Equipment, services and other related information shown in any Galco or manufacturer product publication, including but not limited to catalogs, brochures, and Web sites, are stated in U.S. Dollars and subject to change without notice and are not to be construed as a definite quotation or offer to sell by Galco. Such literature is maintained only as a source of general information, and any prices shown therein are subject to confirmation with a specific quotation and/or an accepted purchase order. Unless otherwise agreed in writing between Galco and Customer, Galco reserves the right to increase or decrease any price with any such increase or decrease to apply to any purchase order that has not been accepted by Galco as of the effective date of such change. Such price change will not apply to any purchase orders that have been accepted, or pursuant to which Equipment has been shipped and billed prior to the effective date of the price change. Prices do not include related freight charges, duties, Customs' charges, use tax, sales tax, excise tax, value-added tax, or similar taxes, or charges of any nature whatsoever imposed by any governmental authority (collectively, "Taxes and Fees") unless otherwise expressly agreed to in writing by Galco, all of which charges and taxes shall be paid by the Customer. Delivery of Equipment will be F.O.B. point of origin and all transportation costs for all Equipment shipped by Galco shall be billed to and prepaid by the Customer or charged to the Customer's consignee freight account.

5. **Taxes.** Prices quoted do not include (and Customer shall pay) all Taxes and Fees of any kind that may be levied or imposed on either party by federal, state, municipal, or other governmental authorities in connection with the sale, service, repair or delivery of the Equipment by Galco including, but not limited to, sales, use, excise or similar taxes, with the exception of Galco's income tax obligations arising out of the sale of the Equipment or repair services by Galco.

6. **Terms of Payment.** Unless otherwise specifically agreed in writing by Galco, the total price for Equipment or services provided by Galco to Customer is due and payable to Galco, without setoff or other deductions or charges on the date of Customer's receipt of Galco's invoice, unless Galco extends to Customer separate

open account credit subject to all terms as specified in Galco's standard Credit Agreement, a copy of which shall be provided to Customer upon request. Payment tendered at (or before) time of invoice may be made in the form of cash, check, or credit card. Open account credit may be extended at Galco's sole discretion upon satisfactory credit review and will be subject to the terms specified in Galco's Credit Agreement. Payments tendered by Customer in settlement of any open account balances may be made via cash or check. Any amounts due by Customer to Galco that remain unpaid 30 days following the date of Galco's invoice will bear interest on the unpaid balance at the rate of one and one-half (1-1/2%) per month or the maximum rate permitted by law, whichever is less. The accrual or payment of any interest as provided above will not constitute a waiver by Galco of any rights and remedies in connection with a default by Customer. Customer will pay all court costs, attorney fees, and other costs incurred by Galco in collecting past-due amounts, including interest.

If shipment or delivery of Equipment is delayed by or at the request of Customer, payment will remain due in full 30 days from the date of Galco's invoice. In such event, Galco may impose, and Customer shall pay, storage charges and other incidental expenses incurred by Galco as a result of the delay in addition to any interest on late payments as described above, at such rate as determined by Galco in its sole but reasonable discretion. If, in Galco's judgment, the financial condition of Customer at the time Equipment is ready for shipment or repairs are ready to be performed does not justify the payment terms specified, Galco reserves the right to change these terms or to require full payment or partial payment in advance. All open account sales are subject to the approval of Galco's credit department.

For export trade, terms of payment shall be made by way of sight-draft against letter of credit payable in the United States. Letters of credit must be irrevocable and confirmed by a United States bank or financial institution acceptable to Galco.

7. **Security Interest.** As security for payment of all amounts due to Galco, Customer grants to Galco a security interest in all Equipment sold by Galco to Customer, and Galco will have all rights of a secured party under the Uniform Commercial Code with respect to the Equipment. Customer appoints Galco as its attorney-in-fact with authority, at Galco's option, to take actions as Galco deems reasonable in the circumstance to perfect the above security interest in any one or more jurisdictions including, but not limited to, filing a financing statement, and Customer shall pay all applicable filing fees.

8. **Limited Warranty; Disclaimer.** The warranty obligations of Galco for Equipment sold or installed by Galco will in all respects conform and be limited to the warranty extended by the manufacturer of the Equipment, if transferable. The sole remedy available to Customer with respect to defects in the Equipment will be against the manufacturer under any applicable manufacturer's warranty to the extent available to Customer. **TO THE EXTENT THE MANUFACTURER WARRANTY IS NOT TRANSFERABLE TO CUSTOMER, GALCO MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO OR IN ANY WAY RELATING TO THE EQUIPMENT, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

If Equipment is resold by Customer, Customer will include in its agreement for resale provisions that limit recoveries in accordance with this Agreement. In case of Customer's failure to include in any agreement for resale the terms providing for such limitations, Customer will indemnify and hold Galco harmless against any liability, loss, cost, damage, or expense (including reasonable attorney fees) arising out of or resulting from such failure.

Except as otherwise provided in these Terms and Conditions, Galco warrants for a period of one (1) year from the date of Galco's invoice, that any Equipment manufactured, assembled, integrated, upgraded or engineered by Galco will be free from defects for such one (1) year period under normal and recommended use. Galco however will not be liable for any failure based upon a design furnished by Customer and incorporated into the Equipment manufactured, assembled, integrated, upgraded or engineered or for failure based on parts of the Equipment which were manufactured, assembled, integrated, upgraded or engineered by a person or entity other than Galco. All other Equipment shall carry only the particular warranty offered by the manufacturer of such Equipment (which in some cases may be less than 1 year), and Galco shall assign such warranty rights to Customer, to the extent assignable. Warranty for repair services performed by Galco (other than field service) will vary on a case by case basis, but will typically carry an 18 month warranty period, or such shorter period as may be set forth in the related quotation. Field service work does not carry any warranty, other than Galco warrants for a period of 30 days that the service will be performed in a workmanlike manner. Any Equipment installed in connection with such field service will carry the applicable corresponding warranty for such Equipment. No representation or warranty, expressed or implied, made by any sales representative or other agent or representative of Galco, which is not specifically set forth herein, shall be binding upon Galco.

Galco's obligation under any warranty provided herein by Galco will be limited to the replacement or repair or modification of, or issuance of a credit for, the Equipment involved, or re-performance of, or issuance of a credit for, the repair in question, in each case at Galco's option.

Any warranty provided herein by Galco is available only if (a) Galco is promptly notified in writing upon discovery of an alleged defect, but in all cases within the applicable warranty period, (b) Galco's examination of the subject Equipment discloses, to its satisfaction, that the Equipment is defective and that any defect has not been caused by misuse, neglect, improper installation, improper operation, improper maintenance, repair or alteration, improper storage or handling, abnormal temperatures, moisture, dirt or corrosive conditions, accident, an act of God or unusual deterioration or degradation of the Equipment or parts thereof due to physical environment or due to electrical or electromagnetic noise environment, and (c) the Equipment has not been repaired during the applicable warranty period provided for herein by any individual, person, or entity other than Galco without the written authority of Galco.

THE LIMITED WARRANTY PROVIDED IN THESE TERMS AND CONDITIONS IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THEREBY EXCLUDES CERTIFICATIONS OR THE LIKE FOR EQUIPMENT PERFORMANCE, USE OR DESIGN WITH RESPECT TO ANY STANDARD, REGULATION OR THE LIKE (UNLESS AND TO THE EXTENT INDEPENDENTLY APPROVED IN WRITING AT GALCO'S HEADQUARTERS), AND EXTENDS ONLY TO CUSTOMER.

General information such as schematic diagrams, instruction manuals and the like are furnished by Galco as a suggestion for the use of Galco Equipment and in no way constitute warranty of fitness of the Equipment for a specific application.

CUSTOMER ASSUMES FULL RESPONSIBILITY THAT THE EQUIPMENT PURCHASED UNDER THIS AGREEMENT MEETS THE SPECIFICATIONS AND/OR INTENDED USE OF CUSTOMER, AND GALCO MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO.

9. *Limitation of Liability.* EXCEPT FOR BODILY INJURY OR PROPERTY DAMAGE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GALCO, GALCO SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR ITS AFFILIATES IN AN AMOUNT OF DAMAGES IN EXCESS OF THE AMOUNT PAID BY CUSTOMER TO GALCO FOR THE EQUIPMENT OR SERVICE PROVIDED BY GALCO TO CUSTOMER WHICH CAUSED SUCH INJURY OR DAMAGE. IN NO EVENT SHALL GALCO OR ITS SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, TOOLS OR WORK IN PROCESS, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF THIRD PARTIES OR CUSTOMERS FOR SUCH DAMAGES, REGARDLESS OF THE CAUSE OR THEORY ASSERTED. IF CUSTOMER FURNISHES GALCO'S SERVICES OR EQUIPMENT TO A THIRD PARTY BY CONTRACT, CUSTOMER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING GALCO AND ITS SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE AND SHALL DEFEND AND INDEMNIFY GALCO IN THE EVENT IT FAILS TO DO SO. In no event shall Galco be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of the Equipment received from Customer.

10. *Delivery; Force Majeure.* Any delivery dates or other schedule of performance by Galco are approximations and based upon prompt receipt of all necessary information from Customer, and the sole obligation of Galco with respect to the schedule of delivery or performance will be to use commercially reasonable efforts to deliver the Equipment, or otherwise to perform, consistent with the reasonable demands of its business. With respect to repair orders, delivery will be governed by the terms of the applicable quotation. Customer shall be responsible for all delivery costs and shall bear the risk of any loss or damage in transit. In any event, any delay or failure of Galco to perform its obligations under the Agreement shall be excused and Galco will have no liability to Customer or any other person for such delay or failure if, and to the extent such delay or failure is caused by an event or occurrence beyond the reasonable control of Galco and without its fault or negligence including, but not limited to, strikes or labor disputes of any type; accidents, fire, floods, windstorms, explosions, natural disasters, sabotage, terrorism, acts of God, war, riots, epidemics, quarantine restrictions, or actions by governmental authorities; acts, omissions, or delays of Customer or any other third party; shortages of labor, materials or facilities; delays in transportation or transportation embargoes; or court injunctions or orders. In the event of such delay, the delivery date shall be extended for that length of time as may be reasonably necessary to compensate for the delay. Regardless of the reason for delay, Galco will not be liable for any incidental or consequential damages resulting from any delay.

11. *Packaging and Labeling.* Unless otherwise specified, the Equipment provided by Galco to Customer shall be: (a) packed, packaged, marked and otherwise

prepared for shipment in a manner which is in accordance with good commercial practice; (b) acceptable to common carriers at the lowest rate for the particular products and in accordance with applicable regulations; and (c) adequate to insure safe arrival at the named destination; provided, however, Galco shall not be liable for, and Customer shall bear the risk of, any loss or damage in transit. Galco shall mark all containers with necessary lifting, handling and shipping information. Where such packing must conform to definite specifications that differ from Galco's standard provided above in this paragraph, then the Customer shall be charged for the extra cost incurred by Galco for such packing. If Customer purchases from Galco Equipment for resale by Customer and to which Customer, directly or indirectly, is to apply its own label (or its content), Customer shall ensure that the label contains the content and form as specified by Galco in writing, and as may be supplemented or amended by Galco from time to time. In the event Customer shall fail to comply with this paragraph, or any other provision of this Agreement, or shall otherwise fail to comply with any labeling requirements existing as a matter of law, Customer shall defend, indemnify and hold Galco harmless from all costs, expenses, liability, damages, fines, penalties, judgments or losses arising with respect thereto.

12. *Shipping Weights And Dimensions.* Published weights of Equipment are careful estimates but are not warranted. Dimensions of Equipment shown in catalogs are approximate. For construction purposes, certified dimension drawings for Equipment can be obtained upon written request made to the nearest sales office of Galco.

13. *Title and Risk of Loss.* With respect to Equipment purchased from Galco, title to and risk of loss or damage to the Equipment will pass to Customer on delivery by Galco F.O.B. (a) Galco's facility, (b) Galco's supplier's facility when Equipment is shipped directly from such supplier or the manufacturer, or (c) as otherwise specifically indicated in the Agreement. With respect to Equipment repaired by Galco, risk of loss or damage to the Equipment will pass to Customer on delivery by Galco F.O.B. (a) Galco's facility, (b) Galco's supplier's facility when Equipment is shipped directly from such supplier or the manufacturer, or (c) as otherwise specifically indicated in the Agreement.

14. *Inspection and Acceptance.* Customer will have ten (10) days from the date of delivery to inspect the Equipment for defects and nonconformance and to notify Galco, in writing, of any defects, nonconformance, or rejection of the Equipment (other than defects or nonconformities due to damage, shortage, or errors in shipping that will be reported as set forth below). Equipment rejected as not conforming to the Agreement, or as otherwise defective, shall be returned at Customer's initial expense, including transportation and handling costs, but subject to reimbursement by Galco upon confirmation of the defect claimed. Acceptance by Customer of Equipment delivered by Galco shall be deemed to have occurred no later than ten (10) days following delivery of such Equipment, unless a timely and proper rejection has been made by that date. After this period, Customer will be deemed to have irrevocably accepted the Equipment, if not previously accepted. After acceptance, Customer will have no right to reject the Equipment for any reason or revoke acceptance. Claims for damage due to shipping must be made by Customer to the freight carrier and Customer agrees that Galco shall not be liable for any of such damages.

15. *Return of Equipment.* All returns will be pursuant to Galco's instructions and except as otherwise provided in these Terms and Conditions, subject to Galco's written permission for such return. Customer must contact Galco for a Return Material Authorization Number (RMA) before returning any Equipment. All returns must reference the RMA number along with the original invoice number and the reason for the return. Non-warranty returns of normal stock Equipment that are unused and are in resalable condition will be subject to Galco's return policies in effect at the time, including applicable restocking and transportation charges and other conditions of return.

Only purchases which have been invoiced to the Customer within sixty days of Customer's request to return same, will be considered for return. Material accepted for return is subject to a minimum service or restocking charge of 25% of the billing invoice, plus all transportation charges incurred by Galco. Equipment built to a Customer's specifications cannot be returned for credit under any circumstances.

Equipment returned for credit must be carefully packed so as to reach Galco without damage. Galco will not be responsible for any damages occurring to Equipment being returned to Galco which occurred prior to the time such Equipment arrived at the destination to which Customer was directed by Galco to return such Equipment, or that is caused by the shipper or courier delivering such Equipment. Returned Equipment remains Customer's property until such Equipment is received, inspected, and accepted for return by Galco.

16. *Cancellation or Termination.* All purchase orders that have been accepted by Galco are considered final and binding and may not be cancelled, altered or terminated by Customer except upon terms and conditions acceptable to Galco, in its sole discretion, or as permitted by Paragraph 15 of these Terms and Conditions. Notwithstanding the foregoing, purchase orders for "stock" Equipment only, may be cancelled by Customer upon written notice to Galco given at least five (5) days prior to the scheduled shipment date of such Equipment and upon payment by Customer to Galco of a cancellation/restocking fee in the amount of at least 25% of the purchase order amount. In no event may Customer cancel any special or custom order. Any deposit or advance payment made by Customer in connection with a cancelled purchase order may be applied by Galco to such cancellation/restocking

fee. In the event of a cancellation in accordance with this paragraph 16, Customer shall include the purchase order number and purchase order date in its cancellation notice. All Equipment that is the subject of a cancelled purchase order shall remain the sole and exclusive property of Galco.

This Agreement may be terminated in any of the following ways:

A. By mutual agreement of Galco and Customer;

B. By Galco, on thirty (30) days prior written notice, in the event that: (i) Customer breaches or otherwise fails to comply with any provision contained herein, and such breach is not cured within that time period; (ii) Galco reasonably believes that Customer's financial condition places it in a position of being unlikely to be able to meet its contractual obligations; (iii) Customer defaults under any other material contract to which it is a party; or (iv) Customer sells all or substantially all of its assets, a majority of its voting stock or merges with another entity.

C. By Customer, upon one hundred twenty (120) days prior written notice, in the event that: (i) Galco breaches or otherwise fails to comply with any provision contained herein, and such breach is not cured within that time period; (ii) Customer reasonably believes that Galco's financial condition places it in a position of being unlikely to be able to meet its contractual obligations; (iii) Galco defaults under any other material contract to which it is a party; or (iv) Galco sells all or substantially all of its assets, a majority of its voting stock or merges with another entity, unless Galco is the surviving corporation in any such merger.

In the event of default under the Agreement by Customer that is not cured within thirty (30) days after notice by Galco, Customer will pay to Galco on demand all direct and indirect costs (including, without limitation, all applicable restocking or cancellation charges, including reimbursement for direct costs assessed by the manufacturer) incurred directly or indirectly by Galco in connection with the Agreement, all as reasonably determined by Galco, plus any profit to be negotiated with Customer. No termination by Customer for default shall be effective unless and until Galco shall have failed to correct such alleged default within one hundred twenty (120) days after receipt by Galco of written notice specifying such default.

17. **Changes.** Galco reserves the right from time to time to correct any typographical or clerical errors, including errors in mathematical computations, that may exist in the Agreement or any related documentation.

18. **Technical Support.** Unless otherwise specifically provided on the quotation or in an accepted purchase order, the Agreement does not include any services of Galco in connection with installation, testing, or evaluation of the Equipment. Galco will, however, consistent with its capabilities and subject to scheduling acceptable to Galco, make available to Customer, at Customer's expense, technical support services relating to the Equipment at the rates then imposed by Galco, together with any out-of-pocket expenses to Galco in connection with the technical support. The sole remedy of Customer in connection with any acts or omissions of Galco in the provision of technical support will be the provision of further technical support to Customer reasonably required to correct the act or omission. Galco shall have no other liability or obligation with respect thereto. Customer will pay all reasonable travel, living expense and mileage associated with rendering Customer on-site service, as well as, service charges for personnel at the then current rate. Overtime, weekend and holiday hours of service are subject to premium charges. Special travel rates may apply to travel in excess of 100 miles one-way from and to the Galco base location of such service provider.

19. **Access and Confidentiality.** Unless approved in writing by an officer of Galco, any access to Galco's facilities, records, or data by Customer or customer(s) of Customer, as well as respective agents or representatives of Customer, for whatever purpose, shall exclude access to proprietary processes and information. In addition, any such access shall be conditioned upon execution of Galco's standard Visitor Agreement addressing confidentiality and waiver of premise liability claims by Customer. Customer recognizes that Galco is the owner of, and/or in possession of certain confidential and proprietary information relating to the development and application of the Equipment, which may include specifications, technological know-how and other types of information or data related thereto (the "Technical Information"). Customer shall not, directly or indirectly, use, disclose, disseminate, or otherwise publish to any third-party any of the Technical Information. Customer shall protect from disclosure Galco's Technical Information to the same extent which Customer seeks to protect its own Technical Information from disclosure (but in no event will Customer exercise less than reasonable measures). The confidentiality obligations herein shall not apply to any Technical Information which (a) at the time of disclosure is in the public domain, (b) after disclosure becomes part of the public domain other than through a breach of a non-disclosure obligation, or (c) was received from a third-party who acquired such information through lawful means and without any breach of a non-disclosure obligation.

20. **Modifications and Waiver—Entire Agreement.** Neither party has any rights, makes any warranties, nor is subject to any conditions, expressed or implied, statutory or otherwise, other than those contained in the Agreement. The Agreement contains the entire agreement between Galco and Customer and can be modified or rescinded only by a writing signed by both parties. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, are merged into these Terms and Conditions. Neither these Terms and Conditions nor any of its provisions may be waived, modified,

amended, discharged, or terminated except by an instrument in writing signed by the party against which that enforcement is sought and then only to the extent set forth in that instrument. The Agreement shall be binding upon, and its benefits shall inure to, the parties hereto and their respective heirs, representatives, successors, and permitted assigns. Failure of either party to insist on strict performance of the Agreement will not be construed as a waiver of any term or condition of the Agreement.

Any document submitted by Customer to Galco confirming its intention to purchase Equipment described in the Agreement (purchase orders, releases, etc.) will be deemed to constitute a confirmation and acceptance of the Agreement, including these Terms and Conditions, **even if the document states terms in addition to or different from those in the Agreement.** All agreements between Galco and Customer will be solely under the terms and conditions of the Agreement and these Terms and Conditions, and Galco objects to any and all additional or different terms contained in any document submitted to Galco by Customer. Any execution by Galco of any other document submitted by Customer in connection with the purchase of Equipment does not constitute acceptance of or agreement to any terms and conditions in addition to or different from those contained in the Agreement and these Terms and Conditions, but will constitute only acknowledgment of receipt of the document. In addition, notwithstanding any terms contained in any documents submitted by Customer in connection with the purchase of Equipment described under the Agreement, the acceptance of delivery by Customer of Equipment described in the Agreement will constitute a course of conduct constituting Customer's agreement to the terms and conditions of the Agreement and these Terms and Conditions, to the exclusion of any additional or different terms and conditions.

21. **Compliance with Laws.** Customer will be responsible for compliance with any and all federal, state, or local laws or regulations respecting safety or respecting use of the Equipment and shall indemnify and hold Galco harmless from and against any and all claims of violations of laws or regulations or other claims of personal injury or property damage directly or indirectly related to the installation, maintenance, possession, use or operation of the Equipment, unless such claim results from the improper installation of the Equipment by Galco.

22. **Standards.** Many countries have adopted laws relative to standardization and product certification applicable to various products, including Equipment such as that sold by Galco. Galco does not warrant conformity with the standardization and product certification requirements of any country outside the United States except to the extent set forth in a separate writing delivered to Customer by Galco. In the absence of such a separate writing, Customer assumes the obligations for compliance with the laws of any other country to the extent such laws are applicable.

23. **Export Control.** Equipment supplied by Galco may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all laws and regulations. Notwithstanding any other provision to the contrary, if federal, state, or local law requires export authorization for the export or re-export of any Equipment or associated technology, no delivery can be made until export authorization is obtained, regardless of any otherwise promised delivery date. If any required export authorization is denied, Galco and Galco's supplier will be relieved of any further obligation relative to the sale and delivery of the Equipment subject to denial without liability of any kind relative to Customer or any other party. Galco will not comply with boycott-related requests except to the extent permitted by federal law and then only at Galco's discretion.

24. **Anti-Corruption.** Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from a Galco employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Galco's Legal Department.

25. **Trademark Usage.** Galco's guidelines on trademark and logo usage must be followed in order to maintain brand integrity. Requiring consistent use of the trademarks and logos in all graphic (print, electronic, etc.) applications will help to maintain the prestige of the brand and will assist in maintaining and growing customer and brand awareness. Subject to this Paragraph, Customer may use the trademarks, tradenames, logos and designations used by Galco for the Equipment solely in connection with Customer's advertisement, promotion and sale of the Equipment, and in accordance with Galco's then-current trademark usage policies. Customer shall not remove or destroy or alter any copyright notices, trademarks or other proprietary markings on the Equipment, documentation or other materials related to the Equipment. Such usage by Customer shall terminate immediately upon termination of its business relationship with Galco, or upon written request from Galco to cease such use. Any marketing materials released by Customer, including catalogs, advertisements, flyers and Websites, must comply with the foregoing. Note that any Equipment described in Galco's materials, including on its Website, may be the subject of other intellectual property rights reserved by Galco and are not licensed hereunder. Galco, and other brand names listed on Galco's Website are the worldwide trademarks or registered trademarks of Galco. Trademarks of other parties are identified wherever possible and Galco acknowledges their rights.

26. **No Right to Copy.** The Equipment is sold by Galco subject, in every case, to the condition that such sale does not convey any license, or other right in the Customer to manufacture, duplicate, or otherwise copy or reproduce the Equipment or any component thereof, through any means whatsoever, including but not limited to 3D printing. Customer agrees to take appropriate steps to assure compliance with the restrictions contained in this paragraph. Any violation of this section shall be deemed a material breach by Customer.

27. **Government Clauses And Contracts.** Customer acknowledges that the Equipment is being purchased for commercial purposes only and is not the subject of any contract with a governmental body or agency thereof. Government Contract clauses and any clauses essentially based upon Government Contract Regulations shall only apply to sales subject to a Government Contract and only to the extent set forth in a separate writing and agreed to by Galco. In the event the sale is subject to a Government Contract, as evidenced by a separate writing agreed to by Galco, the terms and conditions of such sale shall include, if any, only those Government Contract Clauses not inconsistent with terms and conditions of this Agreement, only to the extent required to be included in a Contract or Subcontract and only the minimum extent necessary to carry out the purpose of the clause. Equipment sold by Galco is not intended to be used, nor shall it be used, as a "Basic Component" under 10 CFR 21 (NRC).

28. **Assignment.** The Agreement may not be assigned by Customer without the prior written consent of Galco. Galco may not assign its rights to this Agreement or delegate its obligations hereunder without the prior written consent of the Customer except (1) to a successor entity by merger or consolidation of Galco, or (2) to any entity acquiring by sale, lease or other-wise substantially all of the property, assets and business of Galco, or any division or segment thereof having control of the activities or business to which the Agreement relates, or (3) to any entity controlling, controlled by, or under common control with, Galco.

29. **Governing Law and Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the State of Michigan, and any dispute arising hereunder that is not resolved through informal dispute resolution procedures, shall be resolved exclusively in the courts sitting in either Oakland County or Macomb County, Michigan or the United States District Court for the Eastern District of Michigan and such courts shall have exclusive jurisdiction as to such disputes.

30. **Authority.** No signature to these Terms and Conditions shall be required as a precondition to their enforcement. If Galco requests a signature to these Terms and Conditions, these Terms and Conditions may be executed in counterparts (including counterpart facsimiles or by electronic signatures) and each counterpart shall be deemed to be an original instrument, but all counterparts shall together constitute one agreement. In that event, each signatory represents that it has all requisite authority to execute the Agreement on behalf of its principal and that the Agreement is fully enforceable against the principal in accordance with its terms.

31. **Severability.** In the event any of the terms of the Agreement are in conflict with any rule of law or statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from the Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of the Agreement and the Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of the Agreement.

32. **Relationship of the Parties.** Customer and Galco are independent contractors, and nothing in this Agreement makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.