

Terms and Conditions of Sale **Meelunie America, Inc.**

All sales of any goods by Meelunie America, Inc. (“Meelunie America”) to Buyer are expressly conditioned upon the terms and conditions set forth below. Any order or any statement of intent to purchase any such goods or any direction to proceed shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in Buyer’s purchase order or similar communication are rejected and will not be binding upon Meelunie America unless specifically assented to in writing by an authorized representative of Meelunie America. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to Meelunie America’s terms and conditions.

1. Prices and terms

All prices by Meelunie America are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by the Buyer. Any and all changes in excise tax, duties, or other taxes are to Buyers account. All sales are made pursuant to the Sales Contract associated with this transaction, including the shipment terms stated therein. Buyer is deemed to have accepted Meelunie America’s order confirmation if the supplier of the ordered product has executed any part of the Buyers requested order. Meelunie America’s order may contain an abbreviated “incoterm” condition (such as FOB or CIF etc.); such “incoterms” are to be interpreted according to the most recent definitions published by I.C.C.

2. Delivery

Shipping dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed shipping dates. Meelunie America shall not be liable for failure to deliver or for delay in delivery or performance due to: (i) a cause beyond its reasonable control; (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation; or (iii) any other commercial impracticability as determined in Meelunie America’s sole discretion. In the event of any such delay, Meelunie has the option to either cancel the order(s) or delay the date of delivery. In addition to any other right which Meelunie America may have hereunder or at law, Meelunie America may suspend or cancel shipment of any goods Meelunie America has not already received in the event Buyer is in default under this or any other contract of sale between Meelunie America and Buyer. All shipments must be taken in approximate equal volumes throughout the contract period. Customer agrees that any deviation in draws of contract volumes other than approximate equal monthly draws are at the sole discretion of Meelunie.

3. **Payments and financial condition**

Each shipment shall be deemed to have been sold under a separate and independent contract. Any order for goods by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Meelunie America, the financial condition of the Buyer at the time of shipment does not justify the terms of payment specified, Meelunie America reserves the right to require from Buyer full or partial payment or other adequate assurance of performance before manufacture or shipment. Meelunie America reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. If payment is not made when due, Buyer agrees to pay a late charge on the amount past due at the rate of 1-1/2% per month (18% per annum) or the maximum lawful rate, whichever is less. Nothing herein shall be deemed to extend or otherwise modify Buyer's obligations to make payment when due. In the event of default, Buyer agrees to pay Meelunie America actual attorney fees incurred by Meelunie America to enforce its rights under this contract.

4. **Warranties**

Goods sold by Meelunie America are the products of a reputable manufacturer and are in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice. Meelunie America will repair or replace goods that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy for Buyer and the sole obligation of Meelunie America. Except as to title, THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

5. **Limitation of liability**

Meelunie America's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price actually paid by Buyer for the goods that are the subject of any claim. Meelunie America shall not, under any circumstances, be liable for any labor charges without the prior written consent of Meelunie America. Meelunie America shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or exemplary damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or service, downtime costs, or claims of customers of Buyer for such damages. If Meelunie America furnishes Buyer with advice or other assistance concerning any goods supplied hereunder, and which is not required pursuant to this contract, the furnishing

of such advice or assistance will not subject Meelunie America to any liability, whether based on contract, warranty, tort (including negligence) or other grounds, and Buyer waives all such claims by accepting Meelunie's advice or assistance.

6. Termination

Buyer may terminate an order only by mutual agreement, and only after payment to Meelunie America of all termination charges.

7. Returned goods

Goods may not be returned without the specific written consent and prior authorization of Meelunie America.

8. Assignment

Buyer may not delegate or assign any of its duties or rights hereunder without the prior written consent of Meelunie America.

9. Arbitration

Any dispute or claim arising out of, or relating to this agreement or breach of performance thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. The decision and award of the arbitrator shall be final and binding upon both parties, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Such arbitration shall take place in or near Southfield, Michigan.

10. Interpretation

These Terms and Conditions and any associated Sales Contract shall be construed according to the laws of, and under the Uniform Commercial Code as adopted by, the State of Michigan. Except where otherwise expressly stated in this herein, all terms and conditions herein shall have the same definitions as set forth in the Uniform Commercial Code as adopted and in effect in the State of Michigan.

These Terms and Conditions and any associated Sales Contract contain all the terms, conditions, and obligations to which the parties have agreed, shall not be modified, controlled or affected in any way by usage of trade not expressly stated herein and may be modified only by a writing signed by both parties.