

JLM WHOLESALE, INC. ("SELLER") GENERAL TERMS AND CONDITIONS OF SALE

1. Applicable Law and Jurisdiction. These General Terms and Conditions of Sale apply to all proposals and quotations submitted by Seller, to all purchase orders received by Seller, and to all sales of goods and services sold by Seller, except as otherwise specifically provided in a document signed by Seller. All sales by Seller consist only of these terms and conditions and those in other documents which are referred to herein or are attached hereto or in a document subsequently signed by Seller and referencing this transaction (all of which constitute the "Agreement"). The Agreement shall be governed, construed and enforced under the law of the State of Michigan, including the Uniform Commercial Code in force on the initial date of the Agreement ("UCC"), except as provided herein. The U.N. Convention on the International Sales of Goods shall not apply. Any services to be provided hereunder, whether or not they are otherwise ancillary to and part of a sale of goods as separate items, shall be considered ancillary to a sale of goods and the UCC shall apply to all goods and services to be provided hereunder ("Goods"). **THE COURTS OF MICHIGAN, AND, AT SELLER'S ELECTION, ANY COURT WITH JURISDICTION OVER BUYER, SHALL HAVE EXCLUSIVE JURISDICTION OVER THE PARTIES AND THE CLAIMS ARISING UNDER OR RELATED TO THE AGREEMENT.** The parties stipulate to the convenience of Michigan courts in general, and Oakland County Circuit Court in particular, as to all litigation. Any declaration of unenforceability of a provision shall be as narrow as possible and shall not affect the enforceability of the other provisions.

2. Formation, Integration and Modification.

A. The Agreement supersedes all previous quotations and agreements pertaining to the Goods. Delivery to Seller of Buyer's acceptance of a Seller's quotation (according to its terms), Seller's actions in reliance on Buyer's oral acceptance of a written or oral quotation, or Buyer's receipt of the Goods, will constitute a binding contract under the terms of the Agreement. The Agreement is subject to Seller's revocation or cancellation without liability until it is approved by Seller at its home office. Notice of such approval may be furnished to the Buyer in the form of an acknowledgment, shipment, or other form of express approval.

B. An order submitted by Buyer orally or in a purchase order or other writing (whether or not it contains terms or conditions modifying, adding to, repugnant to, or inconsistent with these Terms and Conditions), may be accepted, approved or filled by Seller, but any resulting contract and the liabilities or obligations of Seller shall be determined solely by the Agreement, and (unless Seller otherwise advises Buyer in writing) notice is hereby given that Seller objects to any such terms or conditions in Buyer's purchase order or other writing. Seller shall not be deemed to have in any way enlarged or modified its liabilities or obligations under the Agreement by filling such order or by failing to further object to Buyer's terms or conditions.

C. The Agreement is a final, complete and exclusive statement of the Agreement of the parties. No modifications, limitations, waivers or discharge of the Agreement or any of its terms shall bind Seller unless in writing and signed by Seller's authorized employee at its home office. Notwithstanding anything to the contrary in this Agreement, no modifications, limitation, waiver or discharge of any provision of the Agreement shall affect Buyer's liabilities to Seller accrued prior thereto. Seller may correct unilaterally any mathematical and typographical errors in the Agreement. Provisions of the Agreement specific to a particular sale take precedence over printed and standard provisions. A course of performance, course of dealing, or customs in the trade shall not constitute a modification or waiver by Seller of any right by Seller.

D. The Agreement is only for the benefit of the parties, except all disclaimers and limitations applicable to Seller shall be for the benefit of Seller's agents, employees, contractors, and suppliers. If any provisions are determined to apply to third parties, all other provisions including limitations, waivers, and disclaimers shall also apply.

3. Resale of Goods. Buyer shall use the Goods in the provision of installation and construction services to end-users and shall not sell the purchased Goods to a person for further resale or use in the provision of third party services.

4. Prices, Payment and Risk of Loss.

A. Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices contained in individual written quotations or proposals are firm only for a period of 30 days from the date of the quotation after which Buyer should inquire of Seller as to their validity and request a written confirmation or

revision. Prices do not include taxes and Buyer shall pay all applicable sales or other taxes levied with respect to Goods (and replacements) and the Agreement, unless exempt therefrom. Buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt all invoices rendered by Seller for any such items Seller may pay and for the Goods.

B. This Agreement is for a shipment contract and the Goods shall be delivered F.O.B. Seller's dock. Whether or not Seller prepays shipping charges, risk of loss passes to Buyer upon tender of the Goods to a carrier. Seller's breach of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary.

C. All amounts not paid to Seller when due shall incur a carrying charge of 1.5% per month to the extent allowed by law and otherwise at the highest written contract rate allowed by law. Seller shall be awarded reasonable attorney fees in its enforcement of the Agreement.

E. All amounts due on installation or other event which requires the action or cooperation of Buyer which Buyer fails to supply timely shall become due upon such failure.

5. Delivery. Shipping dates are estimates based on Seller's present engineering and manufacturing capacity and scheduling, and may be revised by Seller upon receipt or scheduling of Buyer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books. All shipping dates are further subject to Seller's prompt receipt from Buyer of a written purchase order or acceptance, letter of credit, down payment, other conditions as specified in the Agreement, and of all drawings, information and approvals necessary to provide the Goods and to grant any credit proposed in the Agreement.

6. Delay of Shipment or Performance Excused for Various Reasons.

A. If shipment of any item or other performance by Seller is delayed at the request of or due to the fault of Buyer, Seller may at its option hold the item at the risk and expense of Buyer from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment for an item shall be due and payable 30 days after Buyer is notified that the item is ready for shipment. If Seller is unwilling to accommodate Buyer by holding such item, Buyer shall accept shipment immediately.

B. Dates for Seller's performance are estimates only. In addition, Seller shall not be in default because of its delay or failure to deliver or perform resulting, in whole or in part, from: (i) any foreign or domestic embargoes, seizures, acts of God, natural disasters, insurrections, war, epidemics, or the adoption or enactment of any law, ordinance, regulation, ruling or order, or (ii) the lack of usual means or transportation, fires, floods, explosions, strikes or any other accidents, contingencies, or events, at Seller's or its supplier's plant or elsewhere (whether or not beyond Seller's control) which directly or indirectly interfere with, or render substantially more burdensome, Seller's production, delivery, or performance.

7. Inspection, Testing and Rejection.

A. If the Agreement expressly provides for Buyer's inspection and/or acceptance of the Goods, Seller's standard test procedures conducted by Seller's representative, at Seller's location, shall be the criteria for inspection, testing, and/or acceptance, unless other specific procedures have been specified in the Agreement.

B. Any objection and/or rejection by Buyer must be in a writing, delivered to Seller within seven days of receipt by Buyer, stating with specificity all defects and nonconformities upon which Buyer will rely to support its rejection. **ALL DEFECTS AND NONCONFORMITIES WHICH ARE NOT SO SPECIFIED ARE WAIVED.**

8. General Express Warranties. Seller makes no express warranties of its own. The Goods may be subject to a warranty from the manufacturer of the Goods. Any such warranty may be available on Seller's website.

9. Disclaimer and Limitation of Express Warranties. There are no express warranties that may be available from the manufacturer, other than those. Any representations as to performance and other matters, except as contained in the Agreement, were for illustrative purposes only and do not constitute a warranty. Seller shall assign to Buyer upon request all assignable warranties of Seller's suppliers related to such Goods. All descriptions, shipping specifications and illustrations of the Goods and their quality compatibility with other systems and capabilities in catalogues, brochures and price lists or as otherwise provided by Seller are provided by the manufacturer and intended for general guidance only. Seller is not responsible for any errors or omissions therein or for any loss or damage resulting from reliance on them. Seller does not warrant that it or the Goods are in compliance with any entity, organization or industry standards, guidelines, or procedures. Any prospective use

of the Goods should be confirmed as appropriate with the manufacturer or not purchased. Additional disclaimers are applicable as provide on Seller's website: www.jlmwholesale.com.

10. Remedy and Limitation of Seller's Liability.

A. Remedies for breach of any warranty are limited to and are exclusively those provided by the manufacturer **(even in the event of Seller's or Seller's supplier's default of its warranty obligations)** exclusively to those provided in this Section. Buyer waives any causes of action or theories of liability against Seller including, but not limited to, those arising under contract, tort, strict liability, product liability, statutes, or otherwise, except as specifically provided by the UCC as modified and limited herein. Any replacement or repair of Goods by Seller acting for the manufacturer does not give rise to any warranty by Seller except the warranty period provided shall be extended by the length of any period from the date the defective or nonconforming Goods are received by Seller until the date repaired or replacement Goods are delivered to Buyer. Under no circumstance shall Seller be liable to Buyer under any theory for more than the price of the defective or non-conforming portion of the Goods.

B. Buyer must contact Seller requesting warranty coverage plus a return authorization number and other instructions for the return of Goods to Seller or other instructions. If requested by Seller, Buyer shall issue a new purchase order or amendment to Seller for replacement parts, subject to Seller issuing a credit memo if Buyer's claim for warranty coverage is approved. Buyer must comply with Seller's return instructions (including return of the Goods) within 30 days or the claim shall be deemed conclusively to have been abandoned. Buyer is responsible for properly tagging, identifying, and packing returned Goods. Goods returned without compliance with the above procedures shall be returned to the sender at sender's cost. Seller's processing of a warranty claim to Seller's supplier does not constitute acceptance of any warranty liability and is without any excess or implied warranty AS IS.

C. Buyer shall defend and indemnify Seller from all liability for claims, damages, losses, and expenses incurred: (a) as a result of the use or disclosure of Seller's confidential or proprietary information (except in the performance of this Agreement) by Buyer or its contractors, and/or (b) as a result of the advice furnished by Seller to, and relied on by, Buyer's contractors to the extent the liability exceeds any liability as limited by this Agreement had the advice been furnished to, and relied on by, Buyer.

11. Disclaimer of Implied Warranties. SELLER DISCLAIMS ALL IMPLIED WARRANTIES (OTHER THAN GOOD TITLE) INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. Buyer affirms that it has not relied upon Seller's skill or judgment to select or furnish Goods for any particular purpose. Seller does not warrant the Goods will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction beyond the specific express warranties in this Agreement.

12. User's Responsibility for Safety. It is Buyer's or other user's responsibility to provide all proper devices, tools, training, and other means that may be necessary to effectively protect all personnel from serious bodily injury which otherwise may result from the method of particular installation, use, operation, or service of the Goods. Manuals furnished by Seller; ANSI Safety Standards; EPA, OSHA and similar state regulations; and other sources should be used by Buyer to insure the safe use of the Goods. If Buyer fails to comply with the obligations set forth in this Section, Buyer shall indemnify and save Seller harmless from any liability or obligation incurred by Seller to persons injured directly or indirectly in connection with the operation of the Goods and all warranties of Seller shall become automatically void.

13. Indemnification. Buyer shall indemnify Seller and its suppliers, employees and contractors from any and all third party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise arising out of the use, storage, sale, processing or other disposition of the Goods, supplies or materials used in connection with the Goods, or parts manufactured with the Goods, if the action or inaction of Buyer or its employees, customers or agents, or Buyer's design specifications, were a material or proximate cause of injuries or damages giving rise to claims against Seller.

14. Consequential, Incidental, and Other Damages. BUYER AND THIRD PARTIES SHALL NOT BE ENTITLED TO ANY RECOVERY FOR LOST REVENUE, LOST PROFITS, INCREASED PRODUCTION EXPENSES, SCRAP, REDUCED VALUE, PRODUCTION DELAY NOR ANY OTHER CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, AS DEFINED IN THE

UCC OR OTHERWISE. This limitation shall be enforced regardless of whether Seller has defaulted in its warranty or other obligations. Any legal inability to limit or restrict the right of Buyer or a third party to such damages shall not affect the right of Seller to indemnification hereunder, and under no circumstance shall Buyer recover more than the purchase price.

15. Security Interest, Power of Attorney. Seller retains title until the Goods have been fully paid. In addition to any security interest granted by the UCC, Buyer hereby grants a security interest to Seller in all Goods and documents related thereto, proceeds and products therefrom, and products assembled therewith, to secure all obligations of Buyer to Seller, whether or not arising under the Agreement.

16. Proprietary Information.

A. Buyer acknowledges that any information disclosed to Seller has not and will not be confidential or a trade secret unless clearly and conspicuously noted on the disclosure, or in some other writing delivered to Seller at or prior to the time of the disclosure. Otherwise, Seller shall be under no obligation to refrain from using in its business any information, manufacturing processes or unpatented disclosures which may pass to it from Buyer in the performance of the Agreement.

B. All proposals, plans and other information furnished by Seller in bidding, negotiating and performing the Agreement, are confidential and the property of Seller and shall not be shown or disclosed to any other bidder, and shall not be shown or disclosed to any third party or used by Buyer except as may be necessary for the selection or use of the Goods.

C. Any invention or other information developed by Seller in the performance of the Agreement shall be the property of Seller.

17. Government Regulations. Buyer shall not engage in any transaction with respect to the Goods which violates any statute or regulation of any government. Buyer warrants Seller shall not become a subcontractor on any government contract by the execution or performance of the Agreement. The issuance of a quote, a sales order acknowledgment, or a Return Material Authorization (“RMA”) by Seller does not constitute export authorization. Buyer represents and warrants it is not ineligible or otherwise restricted by U.S. or other applicable law to receive Goods and it will not export, re-export, or provide Goods to any person or entity on OFAC's List of Specially Designated Nationals or on BIS's Denied Persons List, Entity List or Unverified List or any other applicable restricted party list. Seller reserves the right to refuse and/or cancel any order if, at any time, Seller believes that any export controls or trade sanctions laws may be violated. See government websites for more information and to request relevant export and import classification.

18. Certifications. Seller certifies that any Goods produced in the United States shall be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the U.S. Fair Labor Standards Act, and of the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. No other certifications or waivers regarding payments to Seller’s suppliers or laborers are required.

19. Time for Bringing Action. Any proceeding by Buyer against Seller arising from or in connection with the Agreement or Goods cannot be filed nor maintained unless: (i) it is commenced within one year after the cause for action has accrued; (ii) Buyer has given timely written notice to Seller of its claim as provided herein; and (iii) Buyer deposits the unpaid portion of the purchase price with the tribunal pending final adjudication. An action shall accrue no later than shipment of the Goods to Buyer including, but not limited to, claims for indemnification for potential or actual third party claims.

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