



## General Terms and Conditions of Sale

Seller shall provide only the materials, equipment, and where applicable, the labor and services described in this Proposal in accordance with, and subject to, the following terms and conditions which are part of the Contract between Seller and Buyer and which are accepted by Buyer if Buyer either issues a purchase order covering the Work or otherwise authorizes the Seller to perform the Work.

No other material or equipment of any nature is included in the price stated in the Proposal. Buyer acknowledges it has inspected, examined, and studied all plans, specifications, prints, drawings, and material lists furnished by Seller and that it has approved the same, including, without limitation of the foregoing, Buyer's Scope of Work in connection therewith. For the purpose hereof, except as otherwise provided in this Proposal, Buyer's Scope of Work shall mean all site preparation, utility connections, etc., required for the installation of the equipment.

1. **Term of Proposal.** Unless otherwise provided, this Proposal is subject to acceptance by Buyer within thirty (30) days from the Proposal date.

2. **Delivery.** Unless otherwise provided, all shipments of materials and equipment shall be made by Seller Ex-works Origin. Title and risk of damage to or loss of goods shall pass to Buyer upon delivery of goods to carrier. No claim will be allowed unless made by Buyer within 7 days from receipt of shipment. This Contract is based on the current freight rates and the price is subject to adjustment in the event that a change in such rates affects Seller's cost of performance hereunder. Prices quoted are for furnishing and shipping complete, or in accordance with the delivery schedule specified, the quality or quantities listed for each item. Should shipping releases or schedules be changed for any reason beyond Seller's control, Seller reserves the right to invoice according to work performed by Seller through the date of any such change. If Buyer declines or is unable to take delivery at the time(s) specified in the Proposal or Contract, Seller will have the equipment stored for Buyer at Buyer's risk and account, and the materials shall be considered "delivered." Buyer shall pay storage, handling and re-handling charges and continue to make payments according to the payment terms contained herein.

3. **Installation.** If installation work is a part of this Contract, the equipment and/or machinery shall be assemble, erected and installed under the personal direction of an employee or agent of Seller. Buyer shall furnish sufficient electricity, water, compressed air, light, heat, sanitary facilities, and fire protection as well as adequate all-weather storage space, ingress and egress to the job site and other items that may be listed under Buyer's responsibilities. The site is to be prepared for installation personnel to work in a normal fashion with no extra equipment or procedures required due to construction or production interferences. Unless otherwise stated, installation shall be performed only during Seller's normal working hours and any overtime work required for any reason shall be requested by and paid for by Buyer.

4. **Site Access.** Unless otherwise provided, or waived in writing by Seller, the following will be available to Seller throughout the duration of the Work at no cost to Seller: A) A safety buffer zone shall be established nominally fifty (50) feet all around the base of Seller's work area, which will be maintained free and clear of all work, contractors, equipment and personnel; B) An adequate construction staging, lay down and material storage area for Seller's exclusive use shall be available adjacent to the safety buffer area. This area and the safety buffer shall be graded, leveled, well drained, and even with the top of the foundation and be suitable for delivery vehicles and Seller's equipment in all weather conditions; C) All weather access roads shall be made available and maintained by Buyer from a main highway and from the railroad sidings (if applicable) to Seller's area and the location of construction; and Seller's rail siding, (if applicable), shall be available to Seller within 300 feet, by the normal routing, of Seller's area.

5. **Licenses, Permits.** All building, erection or other licenses or permits necessary or related to the work, shall be secured and paid for by the Buyer.

6. **Changes and Differing Conditions.** A) If Buyer requests changes, or changes in site conditions or installation requirements occur subsequent to issuance of the Purchase Order, the parties shall renegotiate the price to reflect all expenses caused by the changes. B) Buyer, by written order accepted by Seller, may make reasonable changes in the scope of work subject to equitable adjustments in the Contract price and schedule, including an allowance for increased overhead and profit. Seller is not obligated to incur any expense or do any work in excess of that reasonably anticipated unless Buyer issues a written order for such expense and work with mutually acceptable terms and conditions. C) Seller reserves the right to make changes, subject to Buyer's approval, in design or material, which in Seller's judgment would improve the equipment and/or its operation. D) If Seller is installing equipment and any site conditions or installation requirements at the time of erection differ materially from those evident at the time of Seller's pre-bid site visit, Buyer's representations, and conditions ordinary to similar projects, then any additional costs caused by the differing site conditions or installation requirements shall be subject to equitable adjustment to the Contract price and schedule. E) If Seller's activities or operations at the site are interrupted by any party other than Seller, an equitable adjustment shall be made to the Contract price and schedule.

7. **Shipping, Delays, Suspension, Payment Acceleration.** All shipping dates are approximate, based on prompt receipt by Seller of all necessary information and are subject to change by reason of conditions beyond Seller's reasonable control as stated in Article 24. If a delay in shipment or installation is caused by Buyer or by any other cause beyond Seller's reasonable control, the portion of the Contract price already performed by Seller shall become due and payable within 30 days of shipment, or if not shipped, 30 days from the date the equipment is ready for shipment. If Buyer requires Seller to delay engineering, fabrication, shipment, installation, or start-up of the equipment and/or machinery under this Contract, Seller shall be entitled to full reimbursement for all costs incurred as a result of such delay. If Buyer suspends work on this Contract, Buyer shall reimburse Seller for all costs incurred by Seller as a result of such suspension. If the suspension exceeds 90 days, Seller shall also have the right to cancel the unfinished portion of the Contract without liability to Buyer of any kind and Seller will be paid according to Article 16.

8. **Other Contractors.** Seller has no duty or authority to direct, supervise or oversee any contractors of Buyer or to provide the means, methods or sequence of their work or to stop their work. Seller's services and/or presence at a site shall not relieve others of their responsibility to Buyer or to others. Seller shall not be liable for the failure of Buyer's contractors or others to fulfill their responsibilities, and Buyer agrees to indemnify, hold harmless and defend Seller against all claims arising out of such failures.

9. **Safety Devices.** Seller will supply such safety devices or fire protection equipment as is specified in the Proposal. If Buyer desires or requires through local, state, or insurance underwriter's specifications or regulations, other additional safety devices or equipment, Seller may elect to furnish same at Buyer's cost.

10. **OSHA – Federal, State & Local.** Seller will comply with the Federal OSHA requirements in effect as of the date of the Proposal relative to the Work. Seller's sole responsibility is limited to modification or replacement of the equipment cited as violating such standards. OSHA requirements with respect to noise are specifically excluded. Where state, local or Buyer's health and safety requirements differ from the Federal OSHA requirements, modifications or changes in design to meet such requirements will be incorporated at Buyer's

request. Additional costs arising from such requests and from erection procedures required by state, local or Buyer's health and safety regulations which deviate from Federal OSHA requirements are for Buyer's account.

11. **Material/Workmanship Warranty (Applicable to Equipment, Systems, and Spare Parts Orders).** Seller warrants that all equipment it manufactures and furnishes and work provided will be free from defects in materials and workmanship for a period of twelve (12) months from the date Buyer is able to begin deriving commercial benefit from the work or eighteen (18) months from the date the first item is shipped, whichever occurs earlier. For equipment whose operation involves burners, commercial benefit is defined as the date of first burner ignition of the equipment. Seller's sole obligation is to repair or replace, at Seller's option, any part or component which, after Seller's inspection, proves to be defective, provided that Seller shall not be obligated for any removal, shipping or reinstallation costs. Seller will make repaired or replacement components available to Buyer in Seller's standard packaging, Ex-works Seller's shipping point. The warranty does not apply to consumable, replaceable parts or components normally subject to wear and replacement. Seller's obligations in this Article are subject to the following conditions: A) Receipt from Buyer of immediate written notice describing the defect in detail. B) Buyer shall not have attempted to correct the defect without Seller's approval. C) Buyer shall have installed (if applicable), operated and maintained the equipment strictly in accordance with Seller's operating and maintenance instructions, including, but not limited to, Seller's design basis or other design criteria stated in Seller's Proposal. D) The defect has been caused solely by faulty materials or workmanship for which Seller is responsible, and is not due to such things as erosion, corrosion, or deterioration resulting from the manner in which the equipment is operated, accident (including damage during shipment), neglect, misuse or abuse, or exposure to conditions beyond the environmental power or operating constraints specified by Seller.

To the extent that the materials and equipment furnished consist of products manufactured by other parties, such manufacturer's warranty is hereby assigned to Buyer, and Seller's responsibility with respect to any such products shall not extend beyond the manufacturer's warranty. It is understood that Seller's warranty with respect to such products is limited to repair or replacement at Seller's option and does not include labor, repair or replacement costs, or travel unless otherwise provided.

12. **Services Warranty (Applicable to Consulting, Design, Engineering, Inspection and Planning Orders).** A) Seller warrants that the services shall be performed in a competent and non-negligent manner. Within a period of twelve (12) months from completion of such services, Seller shall, at its cost, correctly re-perform any non-conforming services or, if such services cannot be re-performed, refund the amount paid for such non-conforming services. B) Seller warrants that any engineering and/or design work that it performs hereunder shall be performed in accordance with generally accepted trade or industry practice. Seller's liability for such warranty shall be fully satisfied by revision and resubmission of all calculations and drawings incorrectly completed as a consequence of breach of this warranty. C) Buyer expressly acknowledges and agrees that the foregoing warranties in this Article 12 are offered by Seller expressly contingent upon Buyer's strict compliance with Article 18, and further that any failure of Buyer to comply with the terms thereof shall be deemed as a breach of Buyer's obligations hereunder.

13. **Patent Warranty.** Seller shall defend, at its expense, any suit or proceeding brought against Buyer based on any claim that the equipment covered herein, except for equipment or material manufactured or designed to Buyer's specifications, infringes any U.S. patent issued as of the date of this Proposal, and pay any court imposed damages and costs finally awarded against Buyer, but not to exceed the amount previously paid to Seller by Buyer hereunder provided: A) Seller is promptly notified by Buyer in writing of such claim; and B) Seller is given full authority, information, and assistance by Buyer which Seller deems necessary for the conduct of such defense. In order to avoid such claims and/or minimize potential liability, Seller shall have the right and option at any time to: A) procure for the Buyer the right to use the equipment; or B) modify the equipment so that it no longer infringes; or C) replace the equipment with non-infringing equipment.

14. **Performance Guarantee.** Seller's sole guarantees are those contained in its Proposal to Buyer. These guarantees are contingent upon the correctness and accuracy of the information provided by Buyer and are based upon the operating conditions specified in Seller's Proposal and operation and maintenance by properly trained personnel. These guarantees will be deemed satisfied by successful completion of performance tests in accordance with applicable standard procedures as specified in the proposal and in effect on the date of this proposal. Performance tests shall be conducted by the Buyer, (unless otherwise specified in Seller's Proposal), and witnessed by Seller, at its option, within 90 days of initial operation of the equipment. If the tests are not conducted within 90 days of the initial operation or within 6 months of shipment, whichever is earlier, and through no fault of Seller, the equipment shall be deemed accepted by the Buyer and in compliance with all contractual requirements. Seller makes no warranty whatsoever as to the inclusion of the equipment supplied by Seller into Buyer's manufacturing process, Seller's warranty being limited solely to the performance of its equipment in accordance with the applicable provisions in Seller's proposal. If the equipment fails to meet the Contract performance guarantees, Seller will supply at its sole option, repaired or replacement parts pursuant to the delivery terms of the Proposal subject to the limitations stated in Article 27.

15. **IMPLIED WARRANTIES/GUARANTEES DISCLAIMER. THE WARRANTIES AND GUARANTEES FURNISHED BY SELLER, AS EXPRESSLY INCLUDED HEREIN, CONSTITUTE THE SELLER'S SOLE OBLIGATION HEREUNDER AND ARE IN LIEU OF ANY OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

16. **Cancellations.** If Buyer cancels for any reason at any time after Seller has received a purchase order (or other authorization) for any equipment, parts, or services or any combination thereof, Buyer shall pay to Seller within 30 days of such cancellation, all contract costs and other expenses incurred by Seller prior to receipt of the request for cancellation (including, but not limited to, engineering expenses, and overhead, costs of expended materials, direct labor with factory burden, and all commitments to Seller's suppliers, subcontractors and others), plus cancellation charges of 20% of the Contract price to cover general and administrative expenses plus 10% of the Contract price to cover profit lost by reason of cancellation. If Buyer materially breaches any obligation, then Seller may cancel the unfinished portion of the Contract without liability of any kind to Buyer. In any such case the terms of this Article 16 shall apply.

17. **Bonds.** If Seller agrees in writing to furnish any bond or bonds on account of the execution or fulfillment of this Contract, then the cost will be added to the quoted price. The penal sum of any bond or bonds furnished by the Seller in connection with this Contract shall be automatically reduced to 5% of the initial Contract value upon the date Buyer is able to begin deriving benefit from the work or 3 months after the date Seller notifies Buyer of its readiness to ship equipment, whichever occurs earlier. Buyer agrees to execute any acknowledgement or furnish documents required to effect this reduction.

18. **Credit and Payment.** A) Unless otherwise agreed, payment shall be as outlined in the Proposal and payments shall be made in current funds of the U.S. at par within 30 days of presentation of an invoice.



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Payments not received by the due date shall be subject to a monthly interest charge at the rate of 2% per month or the maximum amount allowed by law, whichever is less, due and payable until the payment is received. B) Buyer shall also pay all collection costs of Seller on any delinquent amounts including, but not limited to, court costs and attorney fees. Seller will assess Buyer's financial condition and Seller shall have the absolute right to (i) limit the amount of credit that Seller may extend to Buyer for the purpose of goods hereunder, and delay manufacture or shipment of Buyer's orders based upon those limitations; (ii) require full or partial payment in advance; (iii) ship goods to Buyer C.O.D., require payment by irrevocable confirmed letter of credit, or require payment to be secured by letters of credit; (iv) require written guarantees of payment satisfactory to Seller; or (v) cancel or refuse to accept or fill any order from Buyer then outstanding or thereafter placed, all on terms satisfactory to Seller, in its sole and absolute discretion.

**18.1 Default in Payment.** A) If any payment due Seller is more than 30 days past due, Seller shall have the right at its sole option to accelerate the payment of all outstanding amounts, including, but not limited to, amounts previously retained pursuant to the Contract, by notifying Buyer in writing that all outstanding amounts are immediately due and presenting Buyer with an invoice. Seller shall also have the right in such event to discontinue all work on the project without incurring any liability to Buyer for such action; B) If the total aggregate amount of delinquent payments exceeds 10% of the total Contract price, Buyer shall provide, at Seller's request, additional collateral, including, but not limited to, irrevocable letters of credit, sufficient to secure payment of all Contract amounts; C) The foregoing remedies of Seller are in addition to all other remedies Seller may have at law or in equity, including, but not limited to, the right to obtain liens on Buyer's assets through legal or equitable proceedings.

**18.2 Security Agreements.** A) Buyer hereby grants to Seller a security interest in the equipment or materials sold hereunder to secure the purchase price of same. Buyer shall execute any financing or other statements or filings which in Seller's sole judgment are necessary or appropriate to evidence or perfect such security interest, which shall thereafter be filed by Buyer with the appropriate recording officer. This Contract shall constitute the security agreement between the parties and is intended to and shall afford the Seller all rights of a secured party under Article 9 of the Uniform Commercial Code; B) Until Buyer has paid the full amount due and owing for any equipment or materials purchased hereunder, Buyer shall be prohibited from transferring such equipment or materials to any creditor of Buyer other than Seller, unless Seller provides its prior written consent to such transfer, such consent not to be unreasonably withheld; C) If Buyer becomes insolvent, files for Bankruptcy, or goes into receivership or liquidation, Buyer agrees to use its best efforts and to provide all assistance requested by Seller in order to secure Seller's position as a preferred creditor with respect to all amounts due to Seller.

**18.3 Payment of Retained Amounts.** A) If this Contract permits Buyer to withhold final payment, and acceptance is not based upon performance tests, such payments shall be due and payable within 30 days after the equipment is ready for operation; B) If such deferred payment is contingent upon tests and such tests are delayed through no fault of Seller for more than 30 days after the equipment is first ready for operation, final payment shall be due and payable upon expiration of the 30 day period; C) If a retention value is required and agreed, it shall accrue interest at the rate of 1% per month on the outstanding balance until exchanged for a letter of credit or paid to Seller. Seller retains the right to provide Buyer with a letter of credit in lieu of retention at any time during the performance of the contract.

**18.4 International Project Payment Requirements.** If this Contract involves shipment of Seller's goods outside the U.S.A. the following payment terms apply, unless otherwise provided in Seller's Proposal: 1) **Down Payment - EFT:** The initial down payment will be made by EFT within 10 days after Seller issues an invoice and formal order acknowledgement letter to Buyer. 2) **Other Payments - Commercial Letter of Credit:** Balance of Contract price will be paid by Irrevocable Letter of Credit (L/C) issued within in USD by a Prime Bank within 30 days after Seller's issuance of its formal acknowledgement letter and covering the following payments:

- a. **Shipping Payment:** L/C will allow a payment at sight against Seller's shipping documents (invoice, packing list and bill of lading/airway bill) presented to Seller's bank. Unless otherwise specified in Seller's proposal, the combined value of this payment and the initial down payment will equal 95% of the Contract price.
- b. **Final Retention Payment:** (if applicable) will be due upon the earlier of, either 1) acceptance certificate, or 2) 180 days after date of bill of lading corresponding to last major shipment.

**L/C General Requirements:** A) The L/C will be issued on terms acceptable to Seller (generally described in this Article 18.4), and advised and confirmed by Seller's Bank. B) L/C will allow not less than 21 days after issuance of 3<sup>rd</sup> party transport documents for presentation of Seller's documents. C) L/C will expire in USA no earlier than 30 days after Seller's last shipment under the contract. D) L/C will allow partial and transshipments by ocean or air. E) L/C will be freely negotiable in USA with reimbursement instructions and authorizing reimbursement via SWIFT/TELEX. F) All banking charges for Buyer's account.

**19. Escalation.** Buyer will adjust the Contract price and pay Seller for: A) costs Seller has or may incur that were not anticipated by Seller as of the date of the initial Proposal or, B) the Contract exceeds the time frame contemplated by the parties.

**20. Taxes and Duties.** Unless otherwise provided, any tax or import duty imposed by any federal, state, local or municipal Authority arising out of the sale, manufacture or installation of the equipment or performance covered by this Contract, is not included in the price as quoted in the Proposal, and Buyer is responsible for any such amount(s).

**21. Proprietary & Confidential Materials.** All information supplied by Seller as to design, manufacture, erection, operation and maintenance of the equipment, including all drawings, patterns, specifications and information in Seller's Proposal or Contract, shall be the proprietary and confidential property of Seller and shall be returned to Seller at its request. Buyer shall have no rights in Seller's proprietary and confidential property and shall not disclose such to others or allow others to use such property, except as required for the Buyer to obtain service, maintenance, and installation for the equipment purchased from the Seller. Specifically, Buyer agrees that no drawings, specifications or information included in Seller's Proposal or Contract shall be used by Buyer for competitive bidding or similar purposes without Seller's consent and Buyer shall not reproduce or build assemblies or process systems per Seller's design drawings without explicit approval of Seller; B) Buyer shall hold in confidence and shall not disclose, divulge or publish to any person, or use or copy any trade secret, process, record, plan, projection, information pertaining to customers or prospective customers, financial information, marketing strategies, or any other confidential or proprietary information of Seller (including the terms and conditions of this Contract or any other agreement between Buyer or Seller) acquired or in connection herewith, or disclosed or transmitted by Seller or any of its agents, employees, or affiliates, except as authorized in writing by Seller, and Buyer shall keep, and shall require its officers, directors, employees, and agents to keep such information confidential; C) This clause shall survive the termination of this Contract and be in effect as long as Buyer has possession of any of Seller's proprietary or confidential information.

**22. Hazardous Materials.** If the Buyer's facilities contain hazardous materials, including asbestos bearing materials and any such materials are encountered, Seller shall have no obligation to remove or remediate them in the absence of a separate agreement which includes separate consideration to Seller for such work. If Seller or any of its subcontractors is required to perform work within or immediately adjacent to any facilities that are determined to contain hazardous material and/or asbestos, and the said work must be interrupted to allow for the remediation or removal of such materials by others, Seller shall be entitled to any and all costs and other expenses associated with such interruption in work. Buyer shall fully defend, hold harmless and indemnify Seller and its agents from and against any claim arising out of exposure to such hazardous and/or asbestos bearing materials.

**23. Health and Safety.** Seller shall not be responsible for health or safety programs or precautions related to Buyer's activities or operations, Buyer's other contractors, the work of any other person or entity, or Buyer's site conditions. Seller shall not be responsible for inspecting, observing, reporting or correcting health and safety conditions or deficiencies of Buyer or others at Buyer's site, and Buyer agrees to indemnify, hold harmless and defend Seller against any claims arising out of such conditions or deficiencies. So as not to discourage Seller from voluntarily addressing health or safety issues while at Buyer's site, in the event Seller does not address such issues by making observations, reports, suggestions or otherwise, it is understood and agreed that Seller shall nevertheless have no liability or responsibility arising on account thereof.

**24. Delays and Damages – Force Majeure.** A) In the event of delays in the performance of the obligations hereunder or damages due to conditions beyond Seller's reasonable control, including, but not limited to acts of God, acts of Buyer, or Buyer's customer or other contractors employed by Buyer, acts of civil or military authority, governmental restrictions, prohibitions and regulations, priorities, fire, storms, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, car shortages, or Buyer's inability to obtain necessary labor, materials, or manufacturing facilities, the Contract dates shall be extended by an equitable period of time and Seller shall be entitled to an equitable adjustment in the Contract price. B) Acceptance of the equipment by Buyer shall constitute a waiver of all claims for damages. C) Seller's shipping dates are approximate. Seller's performance is predicated on certain performance of Buyer and Seller is not responsible for loss or damage arising from delays caused by Buyer's inability to act, failure to perform, or failure to provide complete and/or accurate information. D) This Section shall in no event be construed to relieve Buyer from the obligation to pay for goods shipped by Seller.

**25. Disclaimer of Consequential Damages.** Seller, its subsidiaries, affiliates, agents, or employees shall not be liable to Buyer for incidental, indirect, special, liquidated or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of equipment, costs of replacement or substitute goods or product, costs of capital, additional expenses incurred in the use of equipment or facilities, or claims of third parties. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted against Seller, including one arising out of any breach of warranty, express or implied; guarantee; products liability; negligence; tort; or any other theory of liability.

**26. Indemnification by Buyer.** Buyer shall indemnify Seller for, and hold Seller harmless from, all costs and expenses incurred by Seller, including, without limitation, costs of investigation, attorney's fees, and amounts paid in settlement or satisfaction of claims, proceedings or judgments in connection with all claims and proceedings against Seller based upon claimed defects in design in any equipment or material manufactured for Buyer by Seller to Buyer's specifications or design.

**27. Limitation of Liability.** Seller's liability for any and all claims, excluding property damage and personal injury claims, allegedly resulting from breach of contract, tort, or any other theory of liability shall not exceed either A) the amount of the initial purchase price paid to Seller by Buyer in contracts up to one million USD in value, or B) 25% of the total contract price in contracts greater than one million. Seller's liability for property damage and personal injury is limited to the amount indicated on Seller's insurance certificate issued by Seller for this contract.

**28. Buyer's Negligence and Insurance.** Seller shall not be responsible for losses or damages arising out of the negligence of the Buyer, its employees, agents or architects or those of third parties for whom Seller is not responsible, or losses for which the Buyer has agreed to provide insurance. If both Seller and Buyer are negligent and the negligence of both is the proximate cause of the accident, then each party will be responsible for its portion of the liability or damages (excluding consequential or indirect damages which are disclaimed by Seller) resulting therefrom equal to such party's comparative share of the total negligence.

**29. Severability.** Should any part of this Contract be declared invalid or unenforceable, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect, and Seller shall have the right to replace the part declared invalid or unenforceable with a provision which serves as much as validly possible the same commercial purpose as the part determined to be invalid or unenforceable.

**30. Assignment/Subcontracts.** This Contract shall be binding upon and inure to the benefit of the parties, their successors, and assigns provided that Buyer may not assign the Contract without prior written consent of Seller. Seller may subcontract any portion of the work.

**31. Disputes.** If a dispute arises hereunder, the parties will confer and attempt to amicably resolve the dispute. If after good faith negotiation, the parties cannot reach agreement, then the matter will be finally resolved in any court having jurisdiction and venue located within the County of Oakland, State of Michigan or the U.S. District Court for the Eastern District of Michigan.

**32. Entire Agreement, Contract Interpretation, Governing Law.** All communications, written and verbal, between the parties with reference to the subject of this Contract prior to the date of acceptance are merged herein, and this Proposal, when duly accepted and approved, shall constitute the sole and entire agreement and Contract between the parties. No change in or modifications of said Contract shall be binding upon the parties or either of them, unless the changes or modifications shall be duly accepted in writing by both parties. Unless Seller expressly agrees to the contrary in writing, these General Terms and Conditions of Sale (including statements made in the Proposal) shall govern any conflict with any in Buyer's documents. Any contract resulting from this Proposal shall be construed, governed and enforced in accordance with the laws of the State of Michigan, exclusive of the choice of law rules thereof. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Contract.