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 materials listed furnished by Seller and that Buyer and/or its contractors, agents, contractors, or subcontractors use such material, equipment, or services at Buyer's own risk. If Buyer's use of material, equipment, or services causes the failure or abandonment of the equipment, Seller shall use reasonable efforts to repair the same; however, 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 replaced parts available to Buyer free of charge.

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 provisions:

A) Receipt from Buyer of immediate written notice, stating in detail the defect or damage.
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, partially or wholly, in a manner exposing to conditions beyond the environmental power or operating constraints specified by Seller.

To the extent that the equipment is manufactured or is otherwise furnished by foreign manufacturers, the Seller's warranty shall extend only 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.


Seller warrants that all equipment if manufactured and furnished 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 the purposes of this paragraph, all claims for non-conforming services shall be made by Buyer promptly and in writing to Seller. Seller is installing equipment and any site conditions or installation requirements at the time of erection differ from those stated, or changes occur subsequent to issuance of the Purchase Order, the parties shall renegotiate the Contract price.

3. Installation

If installation work is a part of this Contract, the equipment and/or machinery shall be assembled, erected and installed in accordance with the specifications contained herein and applicable standard procedures as specified in the proposal and in effect on the date of this Proposal.

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.
General Terms and Conditions of Sale

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 any 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 subject to federal or state environmental, health and safety regulations, a separate contract will be negotiated.

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, force, 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.

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 sole responsibility for 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 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 for Seller 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 products, 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 Buyer, including, without limitation, 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 defense, 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, offering one arising out of any breach of warranty, express or implied, guarantee, products liability; negligence; tort; or any other theory of liability. Buyer shall have the right to replace the part declared invalid or unenforceable with a provision which serves as much as possible valid the same commercial purpose as the part determined to be invalid or unenforceable.

28. 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.

29. 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 achieve resolution, 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.

30. 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 the signing of this Proposal shall be construed, governed and enforced in accordance with the laws of the State of Michigan, exclusion 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.