

## TERMS AND CONDITIONS OF SALE

### GENERAL

All orders placed with Flotronics, Inc. via [www.thepneumaticstore.com](http://www.thepneumaticstore.com) by Purchaser shall be subject to these terms and conditions of sale. Additional or different terms in Purchaser's purchase order or any other verbal or written attempt by Purchaser to vary, modify or add to these terms and conditions of sale, whether by prior, contemporaneous or future communication, are expressly rejected. The placement of an order by Purchaser constitutes acknowledgement and acceptance of these terms and conditions of sale, including, but not limited to, the foregoing two sentences.

### CHANGES

Prior to the date of delivery of any product or products hereunder, the Purchaser shall have the right to make changes in its order provided that (1) Flotronics, Inc. receives written notice of the desired changes and accepts the same, in its sole discretion, and (2) the Purchaser accepts any and all additional charges and/or price increase therefore, as determined by Flotronics, Inc. in its sole discretion. Changes which interfere with or alter Flotronics, Inc.'s production schedules will not be acceptable unless the time for performance is extended for such period as deemed necessary by Flotronics, Inc. Failure of Flotronics, Inc. to accept a Purchaser's request to change its purchase order shall not be cause for Purchaser's cancellation of its order except upon payment of a cancellation charge to be determined by Flotronics, Inc. in its sole discretion.

### DISCLAIMER OF WARRANTY

(a) FLOTRONICS, INC. EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT FLOTRONICS, INC. HAS BEEN ADVISED OF ANY INTENDED PURPOSE BY PURCHASER OR ANY OTHER PARTY, AND ANY PRIOR WRITTEN OR ORAL REPRESENTATIONS REGARDING ANY PRODUCT.

(b) PRODUCTS, OR COMPONENTS THEREOF, SUPPLIED BY ANY OTHER PARTY TO FLOTRONICS, INC. ARE COVERED ONLY BY THE INDIVIDUAL WARRANTY OF SUCH OTHER PARTY, FOR WHICH FLOTRONICS, INC. EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY.

### LIMITATION OF LIABILITY

IN NO EVENT SHALL FLOTRONICS, INC. BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY (EXPRESS OR IMPLIED) (WHICH FLOTRONICS, INC. HAS EXPRESSLY DISCLAIMED PURSUANT HERETO), CONTRACT, NEGLIGENCE OR STRICT LIABILITY AND ARISING IN ANY WAY IN CONNECTION WITH THE DESIGN, MANUFACTURING, ASSEMBLY, SALE, USE OR REPAIR OF THE PRODUCT, EVEN IF FLOTRONICS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FLOTRONICS, INC.'S LIABILITY ARISING OUT OF THE DESIGN, MANUFACTURING, ASSEMBLY, DELIVERY, NON-DELIVERY, SALE, USE OR REPAIR OF THE PRODUCTS SHALL NOT EXCEED THE AGGREGATE AMOUNT OF PURCHASES HEREUNDER.

### FORCE MAJEURE

Flotronics, Inc. shall not be liable for damages for delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing, any priority system established by any agency of the United States Government, fires, floods, storms, and other acts of God, accidents, strikes, insurrections, war, shortage of materials, lack of transportation and failure of performance of its subcontractors and/or suppliers. Failure of Flotronics, Inc. to perform for these reasons aforesaid shall not be grounds for Purchaser's cancellation of its order but the delivery date shall be extended accordingly.

### MISCELLANEOUS

(a) Purchaser may not be assign or otherwise transfer any purchase order or rights hereunder without the prior written consent of Flotronics, Inc., and any such assignment or transfer without such prior written consent shall be null and void and of no force or effect whatsoever.

(b) Flotronics, Inc.'s failure to insist, in one or more instances, upon the performance of any term or terms hereunder shall not be construed as a waiver or relinquishment of its right to such performance or the future performance of such term or terms and Purchaser's obligation with respect thereto shall continue in full force and effect.

(c) Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid, to the other party thereto at its respective address first above written. Any such notice, if so mailed, shall be deemed to have been received on the third business day following such mailing. Either party hereto may change its address for notice purposes by written notice to the other party.

(d) The paragraph headings herein are used for convenience only. They form no part hereof and are in no way intended to alter or affect the meaning of the terms and conditions contained herein.

(e) These terms and conditions may be modified or amended at any time by mutual agreement of the parties hereto, pursuant to a written document executed by both parties that recites this provision and the provision(s) of these terms and conditions which is/are to be modified or amended.

(f) The invalidity, in whole or in part, of any provision hereof shall not affect the validity or enforceability of any other of its provisions.

(g) The sale of products by Flotronics, Inc. to Purchaser and the terms and conditions contained herein shall be governed by and construed in accordance with the laws of the State of Michigan without regard for its conflict of law rules.

(h) Any claim or action relating to these terms and conditions and/or the sale of products by Flotronics, Inc. to Purchaser shall be brought exclusively in the state or federal courts in Michigan, and each party consents to the jurisdiction of such courts in connection with any such dispute.

### TAXES

All applicable federal, state or local sales, use, or excise taxes are the responsibility of the Purchaser and shall be in addition to the price or prices stated on the order. Flotronics, Inc. shall have the right to invoice separately any such tax as may be imposed at a later time. Applicable tax exemption certificates must accompany any order to which the same applies.

### PAYMENT TERMS

(a) Payment via Credit Card is the preferred method of payment. VISA, MASTERCARD AND AMERICAN EXPRESS ARE THE ONLY CARDS FLOTRONICS ACCEPTS.

(b) PAYMENT TERMS (WHERE ACCOUNTS/TERMS HAVE BEEN ESTABLISHED PRIOR TO THE ORDER): Net 30 days. A service charge at the maximum rate allowed by law will be charged on balances which are over 30 days.

(c) F.O.B. – Shipping Point unless otherwise stated.

(d) ENFORCEMENT OF RIGHTS AND COLLECTION COSTS: Flotronics, Inc. shall be entitled to recover any and all costs incurred by it to enforce its rights hereunder, including, but not limited to, any and all costs of collection and actual attorney's fees.

### SHIPMENT OF PRODUCT

UPS is Flotronics' exclusive shipping carrier/method. All products will be shipped via UPS GROUND by default unless otherwise noted. Shipping charges will be prepaid and added to the invoice unless a UPS collect account is specified.

### SECURITY INTEREST

Purchaser hereby grants a security interest in the product, or any proceeds there from, to Flotronics, Inc. until full payment for the products has been made to Flotronics, Inc. By execution of the applicable purchase order for the products, Purchaser authenticates the foregoing security interest granted to Flotronics, Inc.