

LOGIQUIP, L.L.C. ("LogiQuip")
STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

1. Acknowledgment. Seller shall acknowledge this Purchase Order via return mail, email or facsimile transmission with complete delivery information. Acknowledgment or commencement of performance by Seller shall constitute acceptance of all terms and conditions stated herein. Conditions stated by Seller in its quotation, acknowledgment or otherwise shall not affect LogiQuip's offer as represented by this Purchase Order, and shall not be binding on LogiQuip if in conflict with or in addition to any of the provisions of this Purchase Order unless expressly agreed to in writing by LogiQuip.
2. Quality. All goods must conform to specifications stated herein in all respects, or if no specifications are stated, the goods must be of the best quality. Goods are subject to inspection and approval within a reasonable time after receipt, and any rejected goods may be returned at Seller's expense, including transportation and other charges and expenses paid by LogiQuip in connection therewith. Any disclaimer of warranty, fitness for a particular purpose, merchantability, freedom from defects or other disclaimer of the terms and conditions of this Purchase Order by Seller is hereby objected to and shall not be binding on LogiQuip.
3. Shipment. Notice of Shipment shall be sent to designated addresses the same day goods are shipped, giving Purchase Order number, description of goods, transportation used and identification. All goods are sold F.O.B. LogiQuip's facility, unless otherwise specified on the face hereof. All expenses and risk of loss for any damages incurred in the transportation of the goods to the place of destination or storage of the goods at the place of destination including any risk of loss of loading or unloading shall be borne solely by Seller.
4. Packing. All packages shall be clearly marked with Purchase Order number, also showing gross, tare and net weights. Seller shall package the purchased goods such that they arrive free from damage and in such condition as to permit reasonable handling and 6 months' storage under normal environmental conditions without detrimental effects to such goods. No charges will be paid by LogiQuip for packing or storage unless herein stated.
5. Deliveries. If Seller fails to deliver goods of the quality or within the time specified, LogiQuip at its option may cancel this Purchase Order and refuse to accept such goods or any undelivered portions; and in addition to other legal or equitable remedies, LogiQuip may purchase the goods elsewhere and charge Seller for any loss incurred.
6. Changes. LogiQuip reserves the right to change quantities, specifications and delivery dates, or to terminate this Purchase Order in its entirety. Price differences resulting from such changes shall be equitably adjusted in writing. Seller shall not ship excess quantities without written permission.
7. Price. If Seller's quoted prices for the goods covered hereby are reduced (whether as a price reduction, rebate, allowances, or additional discounts offered to anyone) prior to shipment, Seller agrees that the price to LogiQuip for such goods will be reduced accordingly, and that LogiQuip will be billed at such reduced rates. Seller certifies that the prices herein are not higher than prices being charged to other purchasers of similar goods at this particular time and do not discriminate against LogiQuip. Seller shall pay any taxes on the goods unless otherwise agreed.
8. Terms of Payment. Terms of payment are as specified herein unless otherwise agreed in writing by LogiQuip. Any discount will be calculated from the date an acceptable invoice is received.
9. Warranty. Seller warrants all goods supplied hereunder (i) to be free from defect of materials or workmanship, (ii) to conform strictly to the specifications or sample furnished, and (iii) to not infringe any U.S. patent, trademark or copyright. Seller warrants any services provided hereunder to be provided consistent with the highest professional or industry standards and using the best efforts and all of the skill, knowledge and experience of Seller. This warranty shall survive any inspection, delivery or acceptance of the materials or services, or payment therefor, by LogiQuip.
10. Indemnification by Seller. Seller shall defend, indemnify and hold harmless LogiQuip and its agents from any claims, damages or expenses, including reasonable attorneys' fees, arising or alleged to arise from (i) the infringement of any valid U.S. patent or copyright due to the production or use of any of the goods, (ii) any asserted deficiencies or defects in the goods, (iii) Seller's failure to adequately mark the goods or containers therefor with any warnings or other notices required by any federal, state or local law, or administrative rule or regulation, (iv) the breach of any terms or conditions stated herein, or (v) any act or omission of Seller; irrespective of whether such claim, damage or expense is caused, or alleged to be caused, in whole or in part by the joint, several, comparative, but not sole, negligence, breach of contract or warranty, or any other breach of duty by LogiQuip, or whether such claim, damage, or expense is asserted under a strict or other product liability theory or any other legal theory. Seller shall be liable to LogiQuip for all consequential or incidental or incidental damages incurred by LogiQuip.
11. Applicable Laws. Seller warrants full compliance with all applicable laws, rules and regulations of any competent governmental authority covering the production, sale, delivery and installation of the goods supplied hereunder including, but not limited to, the provisions of the Fair Labor Standards Act of 1938, as amended, and the Occupational Safety and Health Act of 1970, as amended.
12. Severability. In the event that any provision of this Purchase Order shall be found to be invalid or unenforceable, the remaining portions shall remain in full force and effect as if the invalid or unenforceable portion were not a part hereof. Should the severance of any portion hereof affect a material right or obligation of a party, the party so affected may terminate this Purchase Order.
13. Assignments. Seller shall not assign this Purchase Order or any interest herein without LogiQuip's written consent.
14. Waiver. Failure of either party to enforce at any time any of the provisions of this Purchase Order, irrespective of any previous action or proceeding taken by it, shall in no way be considered (i) to waive such provisions, (ii) to affect the validity of this Purchase Order, or (iii) to preclude or prejudice the party from exercising the same or any other rights it may have hereunder.
15. Contract. This Purchase Order constitutes a final expression of the agreement between Seller and LogiQuip with respect to the subject matter hereof, and is a complete and exclusive statement of the terms of such agreement, superseding any and all other oral or written arrangements, representations, or communications by or between Seller and LogiQuip relating to the subject matter hereof.
16. Choice of Law and Forum. This Purchase Order shall be governed by the laws of the State of Michigan, notwithstanding any state's choice of law rules to the contrary. Seller consents and agrees that any action brought to enforce this contract, or for any breach hereof, or for any defect or deficiency of the goods to be delivered, shall be brought solely in a state or federal court sitting in the State of Michigan, and Seller consents and submits to the jurisdiction of such court.

