

LOGIQUIP, L.L.C. ("LogiQuip")

STANDARD TERMS AND CONDITIONS OF SALE

1. Expiration of Quotation. Any quotation will be held open for acceptance for 60 days from its date; however, quoted prices are subject to change at any time and LogiQuip reserves the right to correct clerical and typographical errors, including price and quantity numbers at any time up to 15 days after acceptance of an order.
2. Acceptance. Terms stated by Customer in any other communication, prior or subsequent hereto, shall NOT be binding on LogiQuip if different from or in addition to any of the provisions hereof or in any quotation, unless expressly agreed to in writing. Acceptance by Customer of this order, orally or in writing, or of any goods provided hereunder or payment therefor, shall constitute acceptance of these terms and conditions.
3. Payment. Payment is due in full 30 days from date of invoice. LogiQuip may submit invoices upon each partial shipment or the final shipment. Past due accounts are subject to interest of 1.5% per month on the unpaid balance. Customer shall reimburse LogiQuip for any costs incurred in collecting past due sums, including attorneys' fees. LogiQuip may, without liability to Customer, terminate performance for past due accounts. To secure Customer's obligation to pay the purchase price, Customer grants to LogiQuip a security interest in the goods and any proceeds thereof, with full rights as a secured party under the Uniform Commercial Code, and Customer authorizes LogiQuip to file any financing statements evidencing such security interest.
4. Shipment and Risk of Loss. Customer shall take delivery of the goods F.O.B. LogiQuip's facility, unless otherwise agreed in writing. Method and route of shipment are at LogiQuip's discretion, unless Customer supplies other instructions acceptable to LogiQuip. All expenses, risk of loss and damages incurred in transportation, loading and unloading shall be borne solely by Customer, unless otherwise agreed in writing by LogiQuip. All claims for loss, damage or delay against a carrier must be made by Customer. Customer shall accept partial delivery of any order, and any defect therein or failure to make any subsequent partial delivery shall be severable and not constitute a breach of the entire agreement.
5. Rejection of Non-Conforming Goods. Customer must notify LogiQuip of any rejection of goods as non-conforming within 10 days after delivery to Customer and confirm such rejection in writing. Such notice shall identify each alleged non-conformity and describe that portion of the shipment being rejected. If Customer fails to give such notice or uses the goods in any manner inconsistent with the rights of LogiQuip, the goods shall be deemed to conform to the terms hereof in all respects and Customer shall be bound to accept and pay for the goods in accordance with these terms.
6. Return Policy. All return requests must be authorized by original sales point, and include customer name, invoice number and date, catalog number and description of item, and reason for return. A return authorization number must be issued by LogiQuip, along with instructions for return shipment and mode of transportation. Returned goods may be subject to a restocking charge of 25% plus return freight based on state, condition of goods and reason for return. Returns must be shipped prepaid and returned within 60 days after receipt of original shipment. Returns will not be authorized for items purchased on a "special order" basis (unless original vendor will accept the return), items that are custom manufactured, and goods damaged or bent, or without original packaging shipping documents.
7. Cancellation or Modification. Any order accepted by LogiQuip may be canceled or modified by Customer only upon the written approval of LogiQuip. Customer shall reimburse LogiQuip for all expenses incurred by LogiQuip in connection with cancelled or modified orders.
8. Limited Warranty. Limited 5 Year Warranty: LogiQuip products are covered by a limited 5-year warranty from date of receipt against defect in materials or workmanship under normal use and service, excluding electronic components, cart covers, custom products, and LogiCell Tambour Doors. During this period, LogiQuip will, in its sole discretion, repair defects in materials or workmanship that existed when the product was received or replace the product. If the product is replaced, the new product will be warranted for the remaining term of the original product warranty period.

Limited 1 Year Warranty: Electronic components and subassemblies are covered by a (1) year warranty from date of receipt against defects in material and workmanship. Cart Covers are covered by a (1) year warranty from date of receipt against defects in material and workmanship. Custom Products are covered by a (1) year warranty from date of receipt against defects in material and workmanship. LogiCell Tambour Doors are covered by a (1) year warranty from date of receipt against defects in material and workmanship.

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO A WARRANTY OF FITNESS AND / OR MERCHANTABILITY, OR ANY OTHER WARRANTY IMPLIED BY CUSTOM, USAGE OR COURSE OF DEALING.

All warranties apply only to the original buyer and are not transferable.

What is NOT Covered:

- Acts of nature
- Improper installation
- Damage caused by abuse, misuse, or neglect
- Unauthorized modifications or alterations
- Repairs done by third party
- Damage caused by corrosive cleaners
- Freight damage
- Lack of proper maintenance
- Normal wear and tear
- Exposure to extreme heat or moisture
- Consumable parts (Filters, Batteries, Tubing Sets)
- Disposable cart covers

9. Limitation of Liability. LogiQuip's liability on any claim of any kind arising out of this contract, or the manufacture, sale or use of the goods furnished hereunder shall in no case exceed the price allocable to such goods which give rise to the claim, and shall not include any liability for consequential, incidental or special damages or loss of production or profits.

10. Reliance upon Customer's Information. If LogiQuip has relied on information and/or specifications supplied by Customer in preparing or performing this contract and if such information and/or specifications are inaccurate, LogiQuip shall not be liable for any claim resulting from the inaccuracies and Customer shall pay all costs incurred by LogiQuip or third parties resulting therefrom.

11. Indemnification. To the extent permitted by law, Customer agrees to defend, indemnify and hold harmless LogiQuip and its agents from and against any losses, liabilities, damages, costs, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including all judgments rendered against and all fines and penalties imposed upon LogiQuip, and any attorneys' fees and other costs of litigation (collectively, "Liabilities") arising out of injuries to persons, including disease or death, or damage to property caused by Customer, its employees, agents, other contractors, or in any way attributable to the acts or omissions of Customer under this contract, including any asserted defects in any Product produced for Customer by LogiQuip caused by any alteration thereof with or without LogiQuip's consent made by Customer, the improper handling, maintenance, storage or installation by Customer, or actual or claimed liabilities from infringement of patents or trademarks arising from compliance with any oral or written specifications or instructions provided by Customer or its agents, except that Customer's obligation to indemnify LOGIQUIP shall not apply to any Liabilities arising from LogiQuip's sole negligence, or that portion of any Liabilities that arise out of LOGIQUIP's contributing negligent acts or omissions.

12. Intellectual Property of LogiQuip. LogiQuip retains exclusive rights to any techniques, processes or materials that could constitute inventions or intellectual property that are discovered, produced or utilized by LogiQuip or its employees or contractors in connection with the sale of goods to Customer.

13. Force Majeure. LogiQuip shall not be responsible for any delay or failure to perform occasioned by causes beyond its control, including acts of Customer or at Customer's direction, weather, delays in transportation, computer failure, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, droughts, accidents, war, riots, insurrection, restrictions or interference by any government or governmental agency, acts of God or any similar cause.

14. Limitation Period. Any action or proceeding brought against LogiQuip relating to this Agreement, under any legal theory whatsoever, must be brought within 12 months of the date of LogiQuip's final invoice.

15. Amendment; Assignment. No amendment shall be binding on LogiQuip unless in writing and signed by its authorized representative. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Customer shall not assign it rights or delegate it duties under this Agreement without the prior written consent of LogiQuip.

16. Choice of Law and Forum. This Agreement shall be governed by the laws of the State of Michigan, notwithstanding any state's choice of law rules to the contrary. Any legal action must be conducted in a state or federal court sitting in Kalamazoo County, Michigan and the parties consent to jurisdiction and venue in any such court.

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