



NORTHERN MACHINING & REPAIR, INC.

**1701 N 26th Street
Escanaba, MI 49829-2558**

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TERMS & CONDITIONS OF SALE

Agreement of Sale. Any of the terms and provisions of Buyer's order which are inconsistent with the terms and provisions hereof, shall not be binding on the Seller and shall not be considered applicable to the sale or shipment of the materials mentioned and referred to herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this acknowledgment by Buyer, acceptance of the Terms and Conditions hereof by Buyer shall be indicated and in the absence of such notification the sale and shipment by the Seller of the materials covered hereby shall be conclusively deemed to be subject to the Terms and Conditions hereof.

This writing is intended by the Seller and Buyer as a final and exclusive expression of this agreement and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement and term expressed in this agreement. No waiver or modification of any of the foregoing or following Terms and Conditions of sale shall be valid unless it is made in writing and signed by both parties. The failure of the Seller to enforce any right possessed under the foregoing or following Terms and Conditions of sale shall not constitute a waiver thereof or establish a custom.

Prices. Prices are those in effect at time of shipment. In the event of a published increase or reduction in prices by NMR, the new price will become effective immediately on the unshipped portion of the order unless otherwise stated at the time of the change. In no case, however, will a reduction in price be retroactive to shipments made prior to the date of the price change. Your order will be entered for production promptly upon acceptance by NMR and will not thereafter be subject to Cancellation nor to Deferment of Deliveries without our written consent, except upon terms which take into proper account the work already done and commitments made by NMR.

Changes. Seller shall have the right, without prior approval of Buyer, to make changes in the product and to substitute equivalent equipment, accessories or material in the product where such changes or substitutions are deemed necessary by Seller to prevent delays in manufacture or delivery or to improve the performance, productibility, stability, control, utility, maintenance, or appearance of the product provided that such changes or substitutions shall not adversely affect the price, time of delivery, or performance of the equipment nor significantly affect its design, weight, or balance. The cost of such changes shall be borne by the Seller.

Either party shall have the right to propose changes in the product to the other party prior to delivery provided that no such change shall be binding on either party until incorporated into a change order to this effect, executed by an authorized representative.

Cost related to any additional work to provide any drawing, information, samples, conversation, correspondence, or conference calls in the process of investigating or considering proposed changes shall be borne by the customer and charged on a time and materials basis, unless otherwise prearranged and agreed to in writing by both parties.

Delivery and Freight. Delivery shall be made via our truck when at all possible. In case that the buyer is either out of our delivery territory or the Buyer requires the material prior to our delivery date, material will be shipped via the best common carrier, f.o.b. Escanaba, Michigan. Risk of loss shall be on the Seller until time of delivery except when delivery is not made via our truck and in that event the buyer shall be at risk from and after delivery to the carrier and Buyer assumes all responsibility for shortage, loss, delay, or damage in transit upon issuance to Seller by carrier of a clean bill of lading.

Terms of Payment. Terms of payment are cash in full within 30 days of invoice date unless otherwise agreed to. All orders are subject to the approval of the Seller's Credit Department and the Seller may require full or partial payment in advance. Prorate payments shall become due as shipments are made. If Buyer fails to comply with these terms of payment, or with any other terms of the sale, Seller reserves the right to cancel the unfilled portion of any order but Buyer shall remain liable for all unpaid accounts and for any other damages due Seller as a result of Buyer's breach of these terms and conditions. Balances past due shall bear interest at 1 ½% per month (18% per year). If the account becomes delinquent and is placed in the hands of a collection agent, Buyer will pay reasonable collection charges; and if placed in the hands of an attorney for collection or suit, Buyer will pay reasonable attorney's fees.

Titles. The title to and right of possession of the products (or any part or portion thereof) furnished by the Seller shall remain the Sellers and the products shall remain personal property until paid for in full, and the Buyer shall do all acts necessary to perfect and maintain such right and title in the Seller name.

Taxes. The Buyer shall reimburse the Seller for any sales, use, occupation, excise, or similar tax arising out of the sale upon receipt of the Seller's invoice for the amount of the tax. No tax charged in error may be deducted from an invoice without furnishing the seller with a tax exemption certificate acceptable to the appropriate taxing authorities.

Warranty. Seller makes no warranty of merchantability or fitness for any particular purpose in respect to the product and there is no warranty express or implied except that the product shall be of the kind and quality described in the specifications. If the product shall fail to fulfill this warranty within one (1) year of the date as specified, the Buyer shall notify the Seller immediately and the Seller will correct the defect by repair or replacement of the defective part, fob. the Seller's factory, when the product has been properly used for the purpose for which it was sold.

This remedy of replacement or repair is in lieu of all other remedies, and no claim other than a demand for repair or replacement shall be made by the Buyer. Seller shall not be liable for any claims or labor or consequential damages, and the Buyer shall indemnify and protect the Seller against all loss or damage other than the cost of replacement or repair as aforesaid resulting from, or arising out of, or in connection with the testing, use, operation, replacement or repair of any product or part. Continued use or possession of the product after the expiration of the warranty periods as specified above shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of the Buyer, who agrees thereafter to make no further claim on the seller.

Return of Goods. No product or part shall be returned to the Seller without written authorization and shipping instructions first having been obtained from the seller.

Indemnity. Buyer shall be responsible for the installation, maintenance, operation and use of the Goods and for any injury, damage, destruction, loss, damages or expenses, caused by the Goods and Seller shall have no liability in relation thereto. Buyer shall defend, indemnify, and hold harmless Seller from and against any loss, damages, expenses, claims, repairs, suits, causes of action or judgments whether direct or indirect arising from or in connection with the installation, maintenance, operation and use of the Goods. Where Buyer has supplied the design for all or any part of the Goods, Buyer also agrees to defend, indemnify and hold harmless Seller from and against any loss, damages, expenses, claims, repairs, suits, causes of action or judgments where direct or indirect arising from or in connection with any claim that the Goods or any part thereof infringe any patent, industrial design or any other intellectual property right.

Performance. The seller will not be responsible for any delay or failure in performance caused by circumstances beyond reasonable control of the Seller and affecting the Seller or others, including but no limited to the following: acts of God, the government, or the public enemy, riots, embargoes, strikes or other concerted acts of workmen, casualties or accidents, delays in transportation, shortage or cars, fuel, power, labor or materials.

Cancellation. No order may be cancelled by the buyer except upon written notice to the Seller and upon payment to the Seller of all costs incurred by the Seller and arising out of or in connection with the order, determined on a basis consistently observed by the Seller and in accordance with sound accounting principles. In addition to all such costs, the Buyer shall pay to the Seller as fixed, agreed and liquidated damages a sum equal to ten percent of such costs because the Seller's actual damages in such case will be impossible to determine.

Penalty Clauses. Contracts or quotations showing penalty clause for failure to meet shipment are not acceptable unless specifically approved in writing by an officer of the company.

Successors and Assigns. These Terms and Conditions shall inure to the benefit and be binding upon the successors and permitted assigns of the parties but shall not be assigned in whole or in part by either party without the prior written consent of the other.

Governing Law. All Terms and Conditions shall be governed by and construed according to the laws of the State of Michigan.
August 2023