

Century Inc.

Sales Order Terms and Conditions

1. **ENTIRE AGREEMENT:** The following terms and conditions, along with any terms and conditions, contained on the face of Century, Inc.'s ("Century") invoice(s) to Purchaser covering the goods specified on the reverse side of this document and other terms and conditions of any current Purchase Agreement between Century as Seller and Purchaser covering the same goods, represent the entire agreement between Century, Inc and Purchaser with respect to the goods, and may not be modified except by a new written agreement signed by both an authorized signatory of Century and Purchaser. In the event of a conflict between the terms and conditions of these documents, those terms and conditions contained on the face of the invoice shall take precedence over those contained in the Purchase Agreement and this document, and those terms and conditions contained in the Purchase Agreement shall take precedence over those set forth on the back of this invoice.
2. **ACCEPTANCE:** All orders and sales contracts are subject to acceptance or rejection by Century at Traverse City, Michigan or at other locations designated by Century and are not binding on Century unless and until accepted. Acceptance of an order by Century constitutes a complete and binding contract governed by the terms and conditions of sale appearing in this document. Acceptance is at all times subject to availability for delivery of the goods covered by each order and to Century prices for the goods which are in effect at the time of shipment, unless otherwise agreed in a separate Agreement signed by Purchaser and Century. Prices on the reverse side are those in the effect on the date the document was prepared. Century takes exception to additional requirements that are not specifically called out on the purchase's purchase order, but may be indirectly referred to, that are not deemed applicable for Century Inc. to adhere to.
3. **LIMITED PARTS WARRANTY:** (A) Century warrants that the part(s) being furnished to the Purchaser (the "Part") shall be free from defects in workmanship and materials under normal use and service and, if manufactured by Century, shall conform to Century's written specifications as to dimensions and materials in effect at the time of sale (the "Specifications"). Ordinary wear and tear shall not be considered a defect in workmanship or material. This warranty does not cover damage or defects caused by or resulting from (a) unauthorized repairs, alterations or modifications to the Part, (b) negligence, accident, abuse, misuse, improper, unsuitable or abnormal usage or maintenance of the Part, or (c) failure to conform strictly to the Specifications in connection with the operation, use, maintenance or repair of the Part.
(B) If Purchaser notifies Century in writing at the address set forth below of any failure of a Part to conform to the foregoing warranty within 12 months following delivery of the Part to Purchaser, then Century, upon being satisfied of the existence of such non-conformity, will correct the same within a reasonable period of time by either repairing or causing the repair of the Part or by delivering a replacement Part to Purchaser, as Century, at its sole option, shall elect. Century shall have the right to dispose of any Parts, subcomponents or materials that are replaced. Century reserves the right to require photographic evidence of any non-conformity or to inspect the Part, on reasonable notice to Purchaser. If Century is not timely provided with written notification that describes the defect in sufficient detail, Century shall not be liable hereunder. In addition, Century shall not be liable for damage that occurs as the direct or indirect result of continuing use of a Part by Purchaser after Purchaser is aware or should have been aware of the alleged defect.
No Part shall be returned without Century's prior written consent. Parts which Century consents to have returned shall be shipped by Purchaser under commercially reasonable terms acceptable to Century, to Century's plant at Traverse City, Michigan, U.S.A., or such other location as Century may designate.
Century shall extend to Purchaser the same warranty (the "Supplier Warranty") that Century received from the supplier of a Part sold to Purchaser by Century and not manufactured by Century, subject to Century's rights against such supplier. In no event shall Purchaser's remedies against Century with respect to such Parts manufactured by third parties exceed the relief which Century is able to obtain from its supplier under the applicable Supplier Warranty (where available from the supplier, the /supplier Warranty documentation will be forwarded to Purchaser upon delivery of the Part).
Century shall not accept and shall not be liable for or pay invoices for repairs by third parties to Parts sold by Century hereunder.
(C) **CENTURY'S LIABILITY UNDER THE FOREGOING WARRANTY SHALL INJURE ONLY TO THE BENEFIT OF PURCHASER AND MAY NOT BE TRANSFERRED TO ANY OTHER PERSON OR LEGAL ENTITY, EXCEPT FOR THE WARRANTY PROVIDED ABOVE. CENTURY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PART, AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED. CENTURY DISCLAIMS ANY AND ALL LIABILITY, WHETHER DIRECTLY OR BY WAY OF INDEMNITY, FOR SPECIAL INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, WHETHER BASED ON BREACH OF CONTRACT TORT, STRICT OR PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE REMEDIES DESCRIBED ABOVE ARE PURCHASER'S SOLE REMEDIES IN THE EVENT OF ANY ALLEGED BREACH OF THE WARRANTY PROVIDED ABOVE.**
(D) **LIMITATIONS ON CENTURY'S LIABILITY.** Century's liability on any claim of any kind, including negligence, with respect to the goods or services which are the subject of this contract, shall in no case exceed the price of the goods or services or part thereof which gives rise to the claim. **IN NO EVENT SHALL CENTURY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN THE NATURE OF PENALTIES.**
4. **PATENTS:** CENTURY EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT with respect to these goods. In no cases will Century be liable to defend or pay any award of damages assessed against Purchaser in any suit of cause or action alleging that the USE of the goods supplied under this agreement infringe any patent. Purchaser shall hold Century harmless against any claim, loss, or expense arising out of Century's compliance with any specifications furnished by Purchaser with respect to the goods.
5. **TITLE AND RISK OF LOSS:** Title and risk of loss or delay to all goods supplied under this agreement shall pass to Purchaser upon Century's delivery to carrier at shipping point.
6. **ORDERS FOR INDEFINITE DELIVERY:** Orders with indefinite dates are accepted on the understanding that Century shall have the right to fill the orders as it sees fit in the course of it's manufacturing schedules and to hold the goods for the Purchaser's account at the Purchaser's expense and risk pending receipt of definite shipping instructions and where required of government authorization.
7. **CHANGE OR CANCELLATION OF ORDERS:** Century will give due consideration to any request of Purchaser for modifications or cancellation of its order or release against an order, but the order or release may not be modified or cancelled without the written consent of Century.
8. **WAIVER:** Century's waiver of a breach by Purchaser of any provision of the agreement shall not constitute a waiver of any other breach by Purchaser or of a subsequent breach of the same provision by Purchaser for the same or any other cause. An inspection and restocking charge may be charged to Purchaser for returned goods.
9. **CONTINGENCIES; FORCE MAJEURE:** In the event of a war, fire, flood, strike, labor troubles breakage of equipment, accident, riot, act of governmental authority, Acts of God, or other contingencies beyond the reasonable control of Century interfering with the production, supply, transportation, or consumption of the goods covered by this agreement, or in the event of inability to obtain, on terms judged by Century to be practicable, any raw material (including energy source) used in connection with the goods, the quantities affected shall be eliminated from this agreement without liability but the other terms of this agreement shall remain unaffected. Century may during any period of shortage due to any of the specified causes, allocate its supply of raw materials among their various uses in any manner which in the opinion of Century is fair and reasonable.
10. **QUOTATIONS:** Unless otherwise specified, quotations are for information only and are not intended as an offer. Quotations are subject to change without notice in all respects, including prices, delivery dates, terms, quantities, or specifications.
11. **TERMS OF PAYMENT:** Terms of payment shall be stated on the face of the invoice or on the front of this document. No future dates will be given on invoices. Invoices are payable in United States Currency only.
12. **TAXES:** Any tax or other government charge now or in the future levied upon the production, sale, use of shipment of goods ordered or sold may, at Century's opinion, be added to the purchase price, unless it is satisfied in its sole discretion that by reason of documents delivered to it by Purchaser, that Purchaser is exempt from any such tax or governmental charge.
13. **FREIGHT TERMS:** Shipments will be made F.O.B. Plant of Origin freight collect. If Purchaser does not specify the carrier or routing. Century will at its discretion and for the account of Purchaser, select the carrier and routing.
14. **FAIR LABOR STANDARDS ACT:** Century hereby certifies that the goods supplied to Purchaser under this agreement were produced in compliance with the requirements of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under that Act.
15. **COMMENCEMENT OF SUIT:** An action for breach of this agreement must be commenced within 2 years after the cause of action has accrued and shall be commenced in a court in the State of Michigan.
16. **APPLICABLE LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
17. **U.N. CONVENTION:** Century and Purchaser expressly agree that the U.N. Convention on the International Sale of Goods shall not apply to, nor govern the construction of, the terms of this warranty. The construction and interpretation of, and all rights relating to, this warranty shall be governed by the internal laws of the State of Michigan, U.S.A., including without limitation its Uniform Commercial Code, but without reference to its principles of conflicts of laws. Purchaser agrees that any action to enforce this warranty shall be brought before the courts of the State of Michigan, and within 24 months of the date of purchase.
18. **NOTICE:** Notices shall be sent to Century, Inc., 2410 West Aero Park Court, Traverse City, Michigan 49686.