

## IFI Standard Terms and Conditions

- Agreement.** These Terms and Conditions ("Terms and Conditions"), together with any information incorporated herein by reference, contain the entire and exclusive agreement ("Agreement") between Industrial Furnace Interiors, Inc. ("IFI") and IFI's customer ("Customer"). Notwithstanding anything in the foregoing, if Customer has heretofore made IFI an offer with respect to any goods, services, ("Goods") to be provided hereunder, this Agreement shall not operate as an acceptance of the Customer's offer, but this Agreement is, and shall be deemed to be, a counteroffer. IFI expressly limits and makes expressly conditional any acceptance by Customer, regardless of its form or substance, of any offer to these Terms and Conditions. Reference to any form or communication of Customer, including but not limited to IFI noting Customer's Purchase Order number on the front side hereof, shall not be deemed to be an acceptance of any terms and conditions contained therein, and any different or additional terms or conditions in any proposal, acknowledgment form, or any other document of Customer are hereby objected to and superseded in their entirety by these Terms and Conditions. Terms on the front side hereof or under separate cover from IFI attached hereto supersede any conflicting provision on this side hereof. THIS AGREEMENT SUPERSEDES AND TERMINATES ALL PRIOR AGREEMENTS BETWEEN THE PARTIES HERETO REGARDING THE SUBJECT MATTER OF THIS AGREEMENT. ANY MODIFICATION OF THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS CONTAINED IN A WRITING EXPRESSLY IDENTIFYING IT AS A MODIFICATION HEREOF AND SIGNED BY THE PARTIES HERETO.
- Law.** This Agreement shall be governed by and interpreted in accordance with the substantive (and not conflicts) laws of the State of Michigan, U.S.A. Any cause of action arising hereunder or related in any way hereto shall be brought only in the federal or state courts of Macomb County, Michigan and Customer hereby submits to the exclusive jurisdiction of such courts. Any action arising out of or related to this Agreement against IFI must be commenced within one (1) year from the date that the right, claim, demand or cause of action shall first occur, or be barred forever.
- Terms.** (a) Standard terms are net 30 days following the date of any invoice hereunder, unless otherwise specified by IFI. Subject to the provisions of this Agreement, IFI shall deliver the Goods at the address(es) and on the timetable specified on the front side hereof or in separate cover attached. Lead times are subject to change based on raw material availability at time of order. Delivery times are approximate and are dependent on prompt receipt by IFI of all material and information necessary to proceed without interruption. Customer shall pay for the Goods at the prices described on the front side hereof or in separate cover attached, though pricing is subject to change due to raw material commodity price changes. All delinquent sums due hereunder shall accrue interest at 1-1/2%/month, or the maximum permitted by law, whichever is less. If Customer fails to make payments due on or before the last day of payment under the terms herein, IFI shall have the right to require Customer to make payment in advance for all future shipments of Goods which Customer has contracted to purchase and pay for under this contract. (b) ALL SALES OF GOODS ARE FINAL AND MUST BE EITHER ACCEPTED OR REJECTED WITHIN TEN (10) BUSINESS DAYS AFTER THE DATE OF RECEIPT THEREOF. CUSTOMER HEREBY ACKNOWLEDGES THAT SUCH TEN (10) DAY PERIOD IS A REASONABLE PERIOD WITHIN WHICH IT MAY ACCEPT THE GOODS. SHOULD ANY WARRANTY CLAIMS ARISE AFTER SUCH TEN DAY PERIOD CUSTOMER ONLY MAY RETURN THE GOODS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 HEREOF. UNDER NO OTHER CIRCUMSTANCES MAY THE GOODS BE RETURNED TO IFI OR OTHERWISE REJECTED BY CUSTOMER.
- Cancellation.** Any order for specially manufactured products, or altered or modified versions of standard products that is cancelled after such order is accepted by IFI shall be subject to a cancellation fee determined appropriate by IFI based on the work performed and expenses incurred as a result of such order.
- Shipping.** IFI shall deliver the Goods F.O.B. IFI's shipping dock ("Dock"). Title and risk of loss transfer at the Dock and Customer shall carry adequate insurance for any and all loss, damage or destruction. IFI shall have the right to ship any portion of the Goods on the dates specified. Customer grants to IFI a purchase money security interest in the Goods, all additions and accessories thereto, and all proceeds thereof to secure payment of the purchase price due. Customer shall permit IFI to file this Agreement or financing statement(s) pursuant to the applicable Uniform Commercial Code or other applicable laws to evidence and/or perfect IFI's security interest in the Goods. On request, Customer shall execute any and all documents and agreements in this regard and assist IFI in any filing thereof. In the event of termination hereof for any reason, Customer shall be obligated to pay IFI for all Goods already provided and shall continue to observe the limitations and restrictions set forth in this Agreement.
- Delays in Delivery.** IFI shall be excused for delay in delivery, may suspend performance and shall under no circumstances be responsible for failure to fill any order or orders, or any portion thereof, when due to: acts of God or the public enemy, fires, floods, riots, strikes, freight embargoes or transportation delays, inability to procure labor, fuel, material supplies, or power at current prices or on account of shortages thereof, any existing or future law or governmental act affecting the conduct of IFI's business, or any cause beyond the reasonable control of IFI.
- Drawings and Technical Documents.** All drawing and technical documents delivered by either of the parties to the other party remain the property of the delivering party, and the receiving party may not improperly use, reproduce, or otherwise disclose such materials to third parties. Tooling, setup, drawing, design information and partial preparation charges, when invoiced to Customer, cover only part of the cost thereof of IFI. Customer does not acquire any right, title or interest in any tooling, setup, drawings, design information, or invention resulting therefrom. All drawings, techniques, inventions or improvements (whether or not patentable) made or conceived in the course of fulfilling any order, including any intellectual property rights pertaining thereto, shall be the sole property of IFI.
- Warranty.** (a) Except as otherwise provided herein, IFI warrants to the original Customer that Goods that are IFI designs shall be free from defects in materials and workmanship arising solely from IFI's acts or negligence for a period of ninety (90) days from the date of shipment, subject to the terms, conditions, and limitations described in this Agreement. IFI does not guarantee and is not responsible for any defects in materials and workmanship for Goods that are built to print and/or reverse engineered from non-IFI Goods. At its option, IFI will either refund the cost of, or replace at no charge, any Goods which prove to be defective within such warranty period. This limited warranty shall apply only if: (i) the Goods are used by Customer as directed by all applicable documentation; (ii) Customer has paid IFI all sums due hereunder; (iii) Customer notifies IFI in writing of the claim within ten (10) business days of the date on which the defect arises or the date on which Customer should have discovered the defect, whichever is earlier; (iv) the claim is unrelated to normal wear and tear or to any Goods normally consumed in use or that have a normal life inherently shorter than the applicable warranty period; (v) the claim is unrelated to the negligence, accident or act of Customer or any third party; (vi) there has been no use of the Goods under conditions more severe than those for which the Goods were designed; (vii) the claim is unrelated to force majeure; and (viii) the claim is unrelated to causes other than defective materials or workmanship. In the event that IFI determines that any warranty claim reported by Customer falls within any of the foregoing exceptions, Customer shall reimburse IFI for any and all related costs. To receive refund or exchange, defective Goods immediately must be delivered to IFI, insurance and shipping charges prepaid. Goods must be packaged securely and insured for full value. Customer's sole remedies under this Section 8(a), all of which shall be within the discretion of IFI to provide, shall be either the refund for defective Goods, replacement of the defective Goods, and/or repair of the defective Goods. The refund, replacement, and/or repair shall not extend the warranty.  
(b) The foregoing shall be Customer's exclusive remedies. Except as warranted in this Section 8, the GOODS ARE SOLD HEREUNDER AS IS, AND NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WHETHER IN RELATION TO MERCHANTABILITY, HIDDEN DEFECTS, FITNESS FOR PARTICULAR PURPOSE, COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, NONINFRINGEMENT OR OTHERWISE IS GIVEN BY IFI TO CUSTOMER OR ANY OTHER PARTY. IFI SHALL NOT UNDER ANY CIRCUMSTANCE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INDIRECT, SPECIAL, ORDINARY, EXEMPLARY, CONSEQUENTIAL OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFIT OR USE OR COST OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE), ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREUNDER. UNDER NO CIRCUMSTANCES SHALL IFI'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO ANY WARRANTY CLAIMS HEREUNDER), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO IFI HEREUNDER (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN SUCH ACTION).
- Taxes and Costs.** All amounts payable hereunder are exclusive of all federal, state, local, municipal or other excise, sales, use, value-added, stamp, property or similar taxes now in force or enacted in the future, and all such taxes shall be paid by Customer, unless Customer provides a certificate of exemption or similar document exempting a payment from an applicable tax. If any government body or similar authority determines that IFI is liable for any such taxes, then Customer shall promptly reimburse IFI for any such liabilities paid by IFI.
- Miscellaneous.** (a) None of the provisions of this Agreement shall be deemed to have been waived by any act of or acquiescence on the part of IFI, its agents, subcontractors, or employees, but only by an instrument in writing signed by an authorized representative of IFI. No waiver by IFI of any provisions of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.  
(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If Customer acquires, through stock purchase or merger, another IFI Customer, as to price, this Agreement shall be the only Agreement then binding on IFI. Customer may not assign its rights or obligations under this Agreement in any way.  
(c) If any provision or portion hereof is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions or portions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.