

MOL-SON, LLC
CONDITIONS GOVERNING ALL QUOTATIONS AND ORDERS

CONSTRUCTION AND LEGAL EFFECT

1. The attached Quotation may be considered an offer open for prompt acceptance by an appropriate purchase order. No contract shall result until an appropriate acceptance is received at and acknowledged by the Mattawan (Michigan, U.S.A.) office Mol-Son, LLC (Mol-Son)
2. Any acceptance of the attached Quotation must be limited to these Mol-Son terms and conditions. Inconsistent terms in Buyer's purchase order shall not be binding on Mol-Son and, therefore, any exceptions or modifications desired by Buyer must be specifically called to Mol-Son's attention. No waiver or modification of any of these terms and conditions shall be considered effective unless in writing and signed by an authorized representative of Mol-Son.
3. This Quotation conclusively supersedes all prior written and oral negotiations concerning the goods and services which it describes, and there are no outside conditions or agreements. Further, this Quotation is subject to subsequent correction by Mol-Son in case of clerical or stenographic error.
4. The rights and duties of the parties to any contract resulting from this offer shall be governed by the laws of the State of Michigan, and any action for **breach** of contract must be commenced within one year after the cause of action has accrued. Venue for any action commenced pursuant to such contract shall be in Kalamazoo County, Michigan.

ORDERS

1. Mol-Son shall have the right to withdraw the offer made in this Quotation at any time prior to its acceptance by Buyer's appropriate purchase order. Further, unless otherwise agreed, this offer shall only remain in force for thirty (30) days.
2. Buyer's purchase order shall incorporate by reference, or have attached thereto, the approved plans, drawings and specifications.

DELIVERY

1. Deliveries are determined from the date Mol-Son receives Buyer's written purchase order or upon receipt of any material Buyer is required to furnish Mol-Son for construction of the tooling, whichever occurs later. While every effort will be made to deliver as indicated, the delivery and shipping dates expressed in this Quotation or otherwise, are merely approximations and are not binding on Mol-Son.
2. Force Majeure: Mol-Son assumes no obligation whatsoever for disruption or delay of delivery resulting directly or indirectly from the occurrence of any contingency beyond its reasonable control whether caused by the forces of nature, people, or governments.
3. Mol-Son shall have the right, during any period of shortage of supply of raw materials or finished products, to pro-rate its supply of such products among all its customers in an equitable manner.
4. Delivery to common carrier F.O.B. Mol-Son's plant in Mattawan, Michigan shall constitute delivery and passage of title to Buyer. Risk of loss shall pass to Buyer concurrently with the transfer of title.

PAYMENT

1. Full payment is due within thirty (30) days of delivery by Mol-Son. Buyer will pay a carrying charge of one and one-half (1.5%) per cent per month (18% per annum) on any balance remaining unpaid after thirty (30) days. In the event of default in payment when due, Buyer shall pay all of Mol-Son's costs of collection, including court costs and attorney fees.

TAXES

1. In addition to the contract price, Buyer shall pay or reimburse Mol-Son for any and all taxes, licenses, inspection fees, custom duties, and/or similar charges imposed upon any sale or delivery required by the governmental jurisdiction applicable to the Buyer and resulting from this contract.

TOOL DESIGN

1. This Quotation is based upon plans, specifications and drawings for tool design which have been provided by Buyer to Mol-Son. These plans, specifications and drawings have been approved by both Buyer and Mol-Son. The plans, specifications and drawings shall not be altered except upon the express written consent of both parties. Buyer shall be responsible for any additional charges assessed by Mol-Son as a result of such modification or alteration.
2. The approved plans, specifications and drawings (signed and dated by both parties) are incorporated into this Quotation by reference. In the event the plans, specifications and drawings do not already indicate a shrinkage figure to be used by Mol-Son for design purposes, Buyer's purchase order must indicate the shrinkage figure. In the event Buyer fails to do so, Mol-Son shall not be responsible for any damage caused by product shrinkage.

WARRANTY

1. Mol-Son warrants that tooling delivered pursuant to this Quotation shall conform to the approved plans, specifications and drawings referred to above. This warranty shall remain in effect for a period of thirty (30) days from and after delivery of the tooling to Buyer. This warranty shall not extend to any tooling which has been misused by a Buyer or which may have been altered or repaired without Mol-Son's prior written consent.
2. Mol-Son's sole liability under the warranties contained herein shall be the repair and replacement of parts, necessary adjustments or other repairs required to maintain the tooling in proper working order. Mol-Son will not be responsible for repair charges incurred by Buyer without Mol-Son's prior written consent.
3. THE ABOVE WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS, AND MOL-SON SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

INDEMNIFICATION

1. Buyer shall indemnify, defend and hold Mol-Son harmless from any and all liability, loss, damages or expenses, including attorney fees, resulting from any alleged defect in the design or specification of tooling or goods manufactured by Mol-Son according to Buyer's product design and specifications.
2. Further, upon Mol-Son's request, Buyer shall deliver to Mol-Son one or more Certificates of Insurance evidencing (i) coverage against any product liability claims relating to the operation or use of goods, (ii) protection of Mol-Son thereunder as an "Additional Insured", and (iii) providing that Mol-Son shall receive at least fifteen (15) days written notice prior to any change, expiration, or cancellation of such insurance.

CANCELLATION OR MODIFICATION

1. Cancellation of an accepted order, or any waiver of modification of its terms or conditions will not be binding on Mol-Son unless made in writing by Buyer and signed by representative. A cancellation charge may be made on all cancelled orders.