Any order by a person ("Buyer") for goods and/or services (an "Order"), if accepted, is accepted subject to these Norgren Automation Solutions Standard Terms and Conditions of Sale ("T&Cs"), which are incorporated into any acceptance, acknowledgement, invoice and other document issued by Norgren Automation Solutions. ("Seller") in response to such Order (each a "Response"), and any reference thereto shall include these T&Cs. No waiver, alteration, or modification of these T&Cs shall be valid unless expressly agreed to in writing by Seller. The T&Cs constitute the entire agreement between the parties and any different, additional or conflicting terms or conditions set forth in Buyer’s purchase order or any other document issued by Buyer are expressly objected to by Seller and the terms hereof, including those contained in the applicable Response, shall exclusively govern the purchase and sale of the goods and/or services covered by the Response unless there is another manually signed agreement between the parties, which shall control to the extent there is a conflict of the terms of such agreement and these T&Cs.

1. Payment Terms. Unless otherwise agreed in writing, the payment terms are net 30 days from the date of invoice. Buyer agrees that any overdue amounts shall be subject to a late payment charge on the overdue balance of 1.5% per month or such lesser amount as is the maximum rate of interest allowed by law. Buyer shall pay any and all reasonable costs, including attorneys’ fees, incurred by Seller while collecting any delinquent balance. Debit memos are not accepted.

2. Price. Unless otherwise agreed in writing, for the price of the goods and/or services is the Seller list or quoted price, which is subject to change without notice. Prices are subject to change in the event of any alterations, adaptations, or services and any re-certification, pricing or reimbursement changes in effect on the date of shipment or performance, respectively. To the extent that services are an integral part of a sale of goods, Seller shall invoice Buyer in advance of its performance of such services when Seller invoices Buyer for the goods. Seller will disclose promptly for engineering services purposes, by the Buyer, upon completion of the project. Under no circumstances will Seller be financially liable for value (or shipping costs) of Buyer parts supplied for engineering purposes.

3. Delivery Terms. All goods are sold Ex-Works at Seller’s facility ("Shipping Point") In terms of 2010. Seller’s obligation to deliver the goods shall be fulfilled when it has delivered the same in good condition to a carrier at the Shipping Point. Buyer shall insure each shipment of goods with a reputable insurer for 110% of the full invoice value of such shipment and shall name Seller as an additional insured. Dates for delivery are estimates, not guarantees, and are determined from the date of Seller’s receipt of a written purchase order. Delivery dates are based on prompt approval and/or receipt from Buyer of any information required, including engineering drawings or similar documents required to be provided with a project and, to the extent Buyer delays in providing Seller with approvals of such documents, Seller shall not be responsible for late delivery. Overtime and other expenses incurred to hasten delivery at Buyer's request shall be added to the quoted prices and paid by Buyer. Shipment of goods ready for delivery can be deferred beyond the date for delivery only with Seller’s written consent.

4. Title/Security. Title to the goods shall be retained by Seller, as a vendor’s lien, until such goods and any related services are paid for in full by Buyer. Buyer hereby grants Seller and Seller hereby reserves a purchase money security interest in and to the goods sold to Buyer together with all proceeds thereof to secure Seller’s performance and payment. Buyer agrees upon Seller’s request to do all acts and execute all documents reasonably necessary to assist Seller’s perfection and maintenance of any such security title and right of possession, including, but not limited to, executing and filing documents with the appropriate governmental authorities.

5. Orders. Buyer shall submit a purchase order ("Purchase Order") for the goods and/or services which shall, at a minimum, include: (a) part number of the goods ordered; (b) quantity; (c) price of the goods and/or rate for services; (d) requested delivery date; (e) shipping instructions and shipping address, including a statement that the goods will be shipped “EXW Shipping Point” and if the Purchase Order states otherwise, the shipping terms shall be Ex-Works Shipping Point; and (f) a description of all services. All Purchase Orders are subject to acceptance by Seller. Buyer shall be responsible for all additional costs resulting from errors made in connection with telephone or hand written Purchase Orders accepted by Seller and any errors related to such a Purchase Order must be disputed within 72 hours from Seller’s receipt of the Purchase Order. Confirming Purchase Orders are not accepted by Seller. If such a confirming Purchase Order is sent to Seller, it shall be treated as an original order and unqualified. Seller will not be responsible for expenses or inconveniences incurred thereby. If Buyer’s order is in the form of a blanket Purchase Order, Buyer agrees that each release shall be treated as a separate sales transaction hereunder, that all releases shall be non-cancelable and, unless agreed in writing by Seller, all releases under such blanket Purchase Order shall be accepted by Buyer within 12 months of Seller’s Order acknowledgement. If the aggregate purchase price of goods pursuant to a Purchase Order is under $250, or such other amount that is agreed to from time to time by the parties, then the cost of such goods shall be rounded up to that minimum order value.

6. Order Cancellation/Amendment/Changes in Scope of Work. Orders cannot be canceled or amended except with Seller’s written consent. Cancellation charges of 25% will be applied to any cancelled order. Seller may, in its sole discretion and without liability, alter the specifications for any goods or services that are non-customer supplied specifications. If Buyer requests a change in the scope of work of any services, Seller may accept such change request in the scope of work for such services, such acceptance being in writing, which can then include Seller, in its sole discretion, adding pricing changes or authorization of extra work based on the extra work or change is authorized and granting any required adjustment of price and delivery schedule. No extra work shall be performed or change made unless a written Purchase Order is revised or new Purchase Order is provided to Seller.

7. Acceptance. Buyer shall conduct any incoming inspection tests on the goods within 10 days of delivery. In the event of any shortage, damage or discrepancy in or to a shipment of goods or pricing discrepancies. Buyer shall promptly give notice, but in no event later than within 30 days of delivery, thereof to Seller and shall be responsible for all such shortages, damage, or discrepancies and Seller will not be liable for any such damages or discrepancies for which Buyer is responsible. No such shortages, damage, or discrepancies existed at the time of delivery of the goods to the carrier, Seller shall promptly deliver additional or substitute goods to Buyer; provided, however, that Seller may, in its sole discretion, require Buyer to return all damaged goods prior to delivery of substitute goods. If Buyer shall fail to timely give Seller such written notice, the goods shall be deemed to conform to the warranty and Buyer shall be deemed to have accepted the goods and shall pay for the goods in accordance herewith.

8. Termination. Seller shall have the right to cancel for default hereunder all or any part of Buyer’s order or any services Seller is providing to Buyer hereunder. This right of cancellation is in addition to and not in lieu of any other remedies which Seller may have in law or equity.

9. Returns. No goods shall be returned to Seller without Seller’s prior written authorization to Buyer to make such returns and must be returned within 30 days of such authorization at Buyer’s cost. If Buyer returns goods in the manner required under the previous sentence, if the returned goods are (a) in new, unused, opened and undamaged condition; and (b) not more than 12 months after the original invoice date; the returned goods will, subject to the applicable handling charge, be accepted by Seller for return. Used or discontinued goods or parts or goods specially manufactured will not be accepted for credit unless specifically agreed to by Seller in its sole discretion. Seller’s sole remedy for returns of goods shall be a credit for the purchase price less any handling charges. Returned goods are subject to a 25% handling charge. Returns found to be free of material and workmanship defects will be held for 20 days and if Buyer does not provide Seller repair or return instructions, the Seller will scrap the goods.

10. Buyer’s Specifications/Seller’s Measurements. Buyer shall be solely responsible for ensuring that all specifications, drawings, information, advice, recommendations or requests provided to Seller by Buyer or any of its agents are accurate and suitable. Seller’s examination or consideration of any such specifications, drawings, information, advice, recommendations or requests shall not result in any liability on the part of Seller. The automation line throughput, weights, measures, or power ratings that Seller provides to Buyer are provided as estimates, which are directional and not definitive and the actual rates may vary significantly from any estimated measurements. Buyer is responsible for verifying the automation line throughput, weights, measures, and power ratings from Seller are not Seller’s warranties related to the goods or services hereunder; and Seller shall have no liability for such automation line throughput, weights, measures, and power ratings.

11. Warranties. Seller warrants the goods sold hereunder to be free from defects in material and workmanship for a period of: (a) two years from the date of shipment for AdapTech™ products and (b) one year from the date of shipment for all other products, in either case when such goods are used according to the Seller’s recommended usage and in an ordinary manner. Seller’s liability for breach of this warranty is limited to the repair or replacement in kind or credit, at Seller’s option, of any items proved defective, in Seller’s reasonable discretion, provided the allegedly defective goods are returned to Seller prepaid. All costs and expense related to shipping of any replacement parts or goods shall be paid by Seller if there is a breach of this warranty, but Buyer shall pay for all installation costs. Buyer must provide prompt written notice to Seller of any breach of this warranty to obtain its benefits. THE WARRANTY EXPRESSED ABOVE IS IN LIEU AND EXCLUSIVE OF ALL OTHER WARRANTIES. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED,
EXCEPT AS STATED HEREIN. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY DISCLAIMED. NO WARRANTY IS EXPRESSED OR IMPLIED FOR ADAPTIX FINGERTIPS OR STUDS OR FOR ANY WEARABLE ITEMS OR PARTS OF ANY OTHER PRODUCT. SELLER'S LIABILITY FOR BREACH OF WARRANTY IS AS HEREIN STATED AND IS THE EXCLUSIVE REMEDY FOR ANY BREACH HEREOF. IN NO EVENT SHALL SELLER BE LIABLE OR RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS, EVEN IF POSSIBLE VIOLATIONS ARE NOT LIMITS. INCIDENTAL OR CONSEQUENTIAL DAMAGES HAS BEEN MADE KNOWN TO SELLER. THE WARRANTY SET FORTH ABOVE IS FOR THE BENEFIT OF BUYER. ALL WARRANTIES ARE NON-TRANSFERABLE. NO WARRANTIES ARE MADE TO END USERS OR END USERS OF OTHER PARTIES. CUSTOMER ACKNOWLEDGES THAT SELLER HAS A CODE OF RESPONSIBLE BUSINESS (THE "CODE OF CONDUCT") WHICH INCORPORATES THE REQUIREMENTS OF THE FEDERAL TRADE COMMISSION, THE ENVIRONMENTAL PROTECTION AGENCY, AND OTHER GOVERNMENTAL AGENCIES. CUSTOMER ACKNOWLEDGES THAT SELLER HAS A CODE OF RESPONSIBLE BUSINESS (THE "CODE OF CONDUCT") WHICH INCORPORATES THE REQUIREMENTS OF THE FEDERAL TRADE COMMISSION, THE ENVIRONMENTAL PROTECTION AGENCY, AND OTHER GOVERNMENTAL AGENCIES. CUSTOMER ACKNOWLEDGES THAT SELLER HAS A CODE OF RESPONSIBLE BUSINESS (THE "CODE OF CONDUCT") WHICH INCORPORATES THE REQUIREMENTS OF THE FEDERAL TRADE COMMISSION, THE ENVIRONMENTAL PROTECTION AGENCY, AND OTHER GOVERNMENTAL AGENCIES.
prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

Norgren Automation Solutions, LLC
1325 Woodland Drive,
Saline, MI, 48176
Phone 1-800-272-4511

Buyer Agrees to be bound by these T&Cs, including the purchase money security interest granted in Section 4.

Buyer’s Signature: ________________________
Title of Signatory: ________________________