

**I. Scope of Application**

- A. DealerShop Inc., a Delaware corporation, (hereinafter called "DealerShop") shall offer, sell and deliver components, equipment, accessories, spare parts and services ("Products") subject to the General Terms and Conditions of Sale ("General Conditions") as contained herein unless otherwise expressly agreed to in writing. Customers ordering DealerShop Products (hereinafter called "Customer") expressly agree to all of the terms and conditions contained in these General Conditions. DealerShop objects to any terms proposed by Customer in accepting or ordering Products which are in addition to or different from those contained herein. Deviation from DealerShop's General Conditions for sale of DealerShop Products to Customer shall not be applicable even if the Customer refers to their general conditions.
- B. Any questions or inquires relating to any transaction contained in this statement must be made in writing within sixty (60) days from the billing date and mailed to the address contained on this statement. Failure to do so will result in your recognition of the accuracy of these General Conditions.

**II. Purchase of Products and Responsibilities Relating Thereto**

- A. Customer shall order Products exclusively pursuant to the General Conditions of DealerShop. All orders for Products must be submitted to DealerShop in writing containing a description of the Products being ordered, quantity of products, model number, delivery and billing location, invoice point and requested delivery dates. Any General Conditions contained in the Customer order and/or which are in addition to or inconsistent with the DealerShop's General Conditions are not applicable, unless expressly accepted in writing by an authorized representative of DealerShop.
- B. DealerShop reserves the right not to accept any order in whole or in part.
- C. Orders shall only be deemed binding for DealerShop if DealerShop has confirmed the order in writing or by providing Customer an invoice.
- D. DealerShop clerical errors are subject to change.
- E. Technical data printed in brochures or advertising material is only approximate. Data regarding economic usability contained on such printed matters are examples only and do not constitute a warranty of certain qualities unless clearly warranted in writing. Customer shall be solely responsible for testing the usability of the Products for its own purposes. Customer shall hold all DealerShop information obtained from DealerShop or obtained from testing as confidential and trade secret information unless shown to be previously available to the public.

**III. Prices and Terms of Payment**

- A. Prices are net as indicated in DealerShop's invoice. All prices are quoted in U.S. Dollars.
- B. Customer shall make all payments hereunder by wire transfer, check or credit card (additional credit card fees may apply) and in US dollars.
- C. DealerShop may, at its option, cancel any accepted order if Customer fails to meet any invoice when due or delay production and delivery to the Customer.
- D. In the event that Customer fails to meet payments when due, DealerShop shall be entitled to charge late fees of one and one-half percent (1-1/2%) interest per month, to the maximum allowed under the laws of Michigan and costs of collection including actual attorney's fees.
- E. Should any portion of any invoice be disputed, undisputed portions of the invoice and other invoices not in dispute shall nevertheless be paid when due without offset.
- F. In the event that Customer's financial circumstances deteriorate considerably, DealerShop shall be entitled to effect further deliveries only against cash in advance or against deposition of security deemed appropriate by DealerShop.
- G. Customer shall be entitled to offsets or retentions against payments only if Customer's claims have been confirmed in the form of a judgment by a court of law or is undisputed by DealerShop.

**IV. Delivery, Risk of Loss and Default of Delivery**

- A. Risk of loss shall pass to Customer upon shipment by DealerShop or any third party delivering the Products. Upon request of the Customer and at the Customer's expense, DealerShop shall insure the shipment against breakage and damage caused by transport, fire and water. This shall also apply to partial deliveries.
- B. Delivery dates indicated on quotations and on acknowledgements of orders are approximate and not guaranteed. DealerShop, without limitation, shall not be liable for delays in delivery or performance or failure to manufacture or deliver, due to causes beyond its reasonable control, such as delays in transportation, or inability to obtain necessary labor, materials and components. DEALERSHOP SHALL HAVE NO LIABILITY FOR LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES DUE TO DELIVERY DELAYS. In the event of such delay, the date of delivery or performance shall be extended. DealerShop shall be entitled to partial deliveries.
- C. DealerShop agrees to permit the return of all merchandise ordered with the exception of special orders, mixed, altered, discontinued or obsolete (goods past expiry date) products. However, no merchandise of any description may be returned without DealerShop's prior written authorization. DealerShop reserves the right to charge the Customer, at its sole discretion, a 15% minimum handling charge on any authorized return of merchandise.

**V. Warranty Disclaimers, Exclusive Remedy, and Limitation on Liability**

- A. DEALERSHOP MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. IN NO EVENT SHALL DEALERSHOP BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY SUCH PARTY. IN NO EVENT SHALL DEALERSHOP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO DEALERSHOP FOR THE PRODUCTS SOLD PROVIDED HEREUNDER.
- B. Damage and/or injury due to or resulting from shipment, and/or use not in accordance with specifications including, but not limited to, faulty installation, adjustments, repair, exposure to excessive pressure or temperature, exposure to moisture and/or corrosive chemicals, improper application, misuse or abuse, non-specified product or part modification or the negligence of others are not the responsibility of DealerShop.
- C. Notwithstanding anything to the contrary contained in Customer's purchase documents, DealerShop expressly rejects any warranty terms proposed by Customer whether contained in Customer's purchase documents, acknowledgement, confirmation or otherwise, and such warranty terms are not a part of any order for Products accepted by DealerShop.
- D. The exclusive remedy for breach of any of DealerShop's obligations is, at DealerShop's sole option, repair, replacement, or refund of the purchase price of DealerShop's products or parts directly causing the breach. This warranty does not cover labor or other costs incurred in repairing, removing, installing, servicing or handling of any parts or products. This is the limit of DealerShop's liability.
- E. No employee, agent, or representative is authorized to increase DealerShop's liability and no one is authorized to make verbal changes or warranties. Action on any claim against DealerShop must be commenced during the period of twelve (12) months after the cause of action has occurred.

- F. Customer shall indemnify DealerShop from any and all third party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise arising out of the use, storage, sale, processing or other disposition of the Products or materials used in connection with the Products manufactured by DealerShop. If Customer fails to indemnify, DealerShop reserves the right to cancel any existing orders with Customer.

**VI. Patents, Trademarks and Copyrights**

- A. All patents, trademarks, copyrights, tooling, mask works, trade secrets, confidential information and other industrial property rights existing with respect to the Products and all information and documents pertaining to development, production and sale of the Products (collectively "Proprietary Materials") shall remain the exclusive property of DealerShop. No Proprietary Materials created by DealerShop in connection with or pursuant to any order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act. To the extent Customer owns any rights in such Proprietary Materials, Customer hereby irrevocably assigns to DealerShop all rights, title and interest, including all intellectual property rights, in and to such Proprietary Materials. Customer declares and warrants that it shall not use any information received from DealerShop with respect to the Products in order to develop or manufacture goods, which compete with DealerShop Products. Customer declares and warrants that it shall not copy any Proprietary Materials or conduct any reverse assembly or reverse engineering on the Products for the purpose of developing or manufacturing any goods which compete with the Products. Customer shall hold DealerShop harmless from any costs and shall indemnify DealerShop for all losses or loss of profit due to infringement by Customer for patents or other protective rights of DealerShop.
- B. Customer shall give DealerShop immediate written notice of all third-party allegations of infringement with respect to the Products. If any such claims are made against the Customer for infringement of the intellectual property or other rights of third parties in the use of the Products, DealerShop shall decide, at its sole discretion, if and how any litigation arising there from is to be conducted. In this respect, Customer shall not settle or make any other concession without the prior written consent of DealerShop, which consent DealerShop may withhold in its sole discretion. DealerShop's liability vis-a-vis Customer for infringement of the intellectual property or other rights of third parties is in any case limited to the purchase price of the Product.
- C. DealerShop shall not be liable for the infringement of intellectual property or other rights in connection with the delivered Products, if they are not used in a way specified by DealerShop, or if the infringement is caused by utilization or linking of the Products with other products neither generated, nor specified in writing by DealerShop.

**VII. Cancellation**

- A. Customer may cancel, in whole or in part, ninety (90) days prior to the date scheduled for shipment of DealerShop products, but only with the written consent of DealerShop and upon terms providing for payment to DealerShop of a cancellation charge satisfactory to DealerShop which shall take into proper account the work already done, facilities and material acquired and/or commitments made by DealerShop.

**VIII. General**

- A. Except with the prior written consent by DealerShop, Customer shall not be entitled to assign any rights arising from its business relation with DealerShop or any claims it may have against DealerShop, including any warranty claims, to third parties other than as necessary for the legitimate business purposes of DealerShop.
- B. DealerShop may in connection with the business relations with the Customer disclose to Customer information by nature, or identified as, confidential or proprietary to DealerShop. Customer or its employees shall not disclose or provide such confidential or proprietary information to any third party or make use of it in any fashion. Except with the prior written consent by DealerShop, Customer and its affiliated companies are not entitled to use any element of DealerShop's names or trademarks.
- C. DealerShop may, from time to time and as it deems necessary, unilaterally modify and amend the General Conditions. Said modifications or amendments shall come into force and be binding upon DealerShop and the Customer fifteen (15) days after said modifications will have been brought to the attention of the Customer in writing.
- D. DealerShop shall not be in default because of its delay or failure to deliver or perform resulting, in whole or in part, in DealerShop's opinion, from: (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, or the adoption or enactment of any law, tariff, ordinance, regulation, ruling or order, or (ii) the lack of usual means of transportation, fires, floods, explosions, strikes or any other accidents, contingencies, or events, at DealerShop or its supplier's plant or elsewhere (whether or not beyond the DealerShop's control) which directly or indirectly interfere with, or render substantially more burdensome, DealerShop's production, delivery, or performance (collectively, a "Force Majeure"). Should a failure or delay in DealerShop's performance occur because of any of the foregoing, DealerShop shall have the option of either canceling the order, or delaying performance hereunder for any reasonable period of time, during which time this agreement shall remain in full force and effect. DealerShop shall notify Customer as to the reason for its delay in performance, and as to whether it has canceled the order or has delayed performance hereunder. DealerShop shall then have the further right to allocate its available goods between its own end uses and its customers in such a manner, as DealerShop may consider equitable. DealerShop shall not have any liability to Customer for any damages caused to Customer as a result of a Force Majeure as identified in this paragraph or otherwise by law. DealerShop's liability for failure or delay in performance for any cause whatsoever whether beyond DealerShop control or not, shall not include incidental or consequential damages.
- E. These General Conditions shall be governed by, construed, and enforced under the laws of the State of Michigan without regard to rules pertaining to conflicts of law. The federal, state, and local courts located in Oakland County, Michigan shall have exclusive jurisdiction over the parties and the claims arising under or related to these General Conditions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these General Conditions. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THESE GENERAL CONDITIONS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE GENERAL CONDITIONS OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- F. In the event that one or more provisions of these General Conditions should be invalid, the validity of the remaining provisions shall not be affected. All headlines contained in these General Conditions are for reference purposes only and are not part of these General Conditions.
- G. In the event of litigation relating to these General Conditions, the prevailing party will be entitled to receive from the other party its reasonable attorneys' fees and costs.
- H. DealerShop's waiver of any breach by Customer of any of the provisions of an order or these General Conditions shall not constitute a waiver of any other breach of the same or any other provision. DealerShop's rights and remedies under any provision of an order or these General Conditions shall be in addition to and not in substitution or limitation of any other rights or remedies available to DealerShop under applicable law.