

**G&T INDUSTRIES, INC.'S TERMS AND CONDITIONS
FOR SALE OF ITS PRODUCTS AND SERVICES**

1. **Acceptance.** Each purchaser of Products and/or services ("Purchaser") from G&T Industries, Inc., and any of its subsidiaries and affiliates ("G&T"), accepts each of the below terms and conditions as governing the sale and purchase of products **and/or** services ("Product or Products") from G&T. **These terms and conditions may be altered, modified or added to only by a writing signed by G&T's President.** No course of dealing or usage of trade shall apply unless expressly stated in the separate signed agreement by the parties.

2. **Price and Terms.** All prices for the Products shall be as set forth in G&T's "Pricing Guide" published periodically by G&T and shall be based on "F.O.B Shipping Point." All prices are subject to change at any time and from time to time by G&T upon at least thirty (30) days prior notice to the Purchaser. The prices do not include any taxes, duties, or freight, or any handling, storage, or other charges incidental to the sale and purchase, shipment, delivery, storage, or use of the Products. G&T may negotiate in its sole discretion special service agreements and pricing with Purchaser relative to the Products. G&T's acceptance of any order for Products shall at all times be subject to G&T's approval of Purchaser's credit. G&T may at any time decline to accept any order or to ship any Products if G&T is not satisfied with Purchaser's credit-worthiness.

3. **Payment.** Purchaser shall pay all invoices in full to G&T, within 30 days of the invoice date, without set-off for any obligations which may be owed by G&T to Purchaser or for reduction on account of any tax, exchange differential, bank transfer charge, or other deduction. Any invoice not paid within the 30 days of the invoice shall be charged a service fee equal to the greater of 18 percent per annum or the highest rate allowed by law on the past due invoice amount. Invoices may be paid with Mastercard, Visa or American Express, however, a convenience fee of 3.5% of the invoice total will be assessed.

4. **Order Cancellation/Postponement.** G&T will accept cancellation or postponement of any purchase order without additional charges to Purchaser; provided G&T actually receives and acknowledges in writing receipt of the notice of cancellation or postponement at least 3 weeks prior to the schedule shipping date for all standard Product and 4 weeks prior notice for all custom or specially ordered Product. If such timely notice is not given or acknowledged in writing by G&T, G&T reserves the right to charge and Purchaser shall pay for all costs and expenses, including for the Product, incurred by G&T due to the cancellation or postponement of the order.

5. **Shipment Dates.** Shipment or delivery dates are estimates based on G&T's current workload and are not guarantees. Further, G&T is not responsible for excusable or reasonable delays in filling any order. "Excusable delays" include, without limitation, delays resulting from: accidents; acts of God; strikes; riots; civil commotion; fires; floods; freight; embargoes or transportation delays; shortage of labor; delays due to a supplier or the inability to obtain Products at present prices or because of shortages; any existing or future laws, acts, regulations, orders, requests or decrees of any government affecting the conduct of G&T's business with which G&T, in its judgment and discretion, deems it advisable to comply; or any other cause beyond G&T's control. "Reasonable delays" include, without limitation, delays to which the Purchaser, when notified, does not object in writing within ten (10) days. In the event of G&T's inability, for any reason, to supply the Products, G&T may allocate its available supply of such Products or raw materials among any or all Purchasers for like Product on such basis as G&T deems practical without liability for any resulting failure or performance.

6. **Warranties and Remedy.** Except as limited herein, G&T warrants that the Product will be free of manufacturing defect, which renders the Product unusable, or so defective due to G&T negligent delivery of services, for a period of 30 days of delivery to Purchaser. Notice of claim must be given promptly in writing within 10 days after the defect was or should have been discovered. G&T's entire liability for breach of this warranty and Purchaser's sole and exclusive remedy shall be limited, at G&T's option, to the replacement of the Products involved by delivery of replacement Products to Purchaser or refund of the purchase price. G&T shall have no obligation if the Products become defective as a result of improper shipment not controlled by G&T, storage, contamination, adulteration, improper use or misapplication upon shipment to Purchaser which has resulted for reasons other than G&T's acts or omissions. G&T MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EACH EXPRESSLY DISCLAIMED. No representations, understandings or agreements have been made by G&T or relied upon by Purchaser as to the Products, other than as stated herein. No agent, employee or representative of G&T, other than its President, has any authority to bind G&T to any other affirmation, representation, promise or warranty concerning the Products. If any model or sample was shown to Purchaser, such model or sample was used merely to illustrate the general type and quality of Products and not as a promise or affirmation that the Products would necessarily conform to the model or sample. This warranty may not be expanded or modified in any way, except in writing by G&T's President.

7. **Indemnification.** Purchaser shall indemnify and hold harmless G&T and its successors, employees, and agents, against and from any and all claims, losses or expenses (including actual attorneys' fees) arising or alleged to arise, in whole or in part, from the use of the Products, including, but not limited to, patent, trademark or copyright infringement and any products' liability actions based in whole or in part, on allegations of defective design or general use, and due to Purchaser's breach of any of the terms or conditions stated herein..

8. **Returns and Claims.** All Products shall be inspected and approved or rejected by Purchaser, and all claims relating to the Products made in writing to G&T, within a reasonable time of delivery of the Products to Purchaser, not to exceed ten (10) days. The Products are not returnable without G&T's written approval. Any Products returned without G&T's authorization are subject to a 25% restocking charge.

9. **Limitation of Liability.** IN NO EVENT SHALL G&T BE LIABLE FOR ANTICIPATED PROFITS OR FOR DAMAGES ON ACCOUNT OF NEGLIGENCE OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. G&T'S LIABILITY ON ANY CLAIM OF ANY KIND, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SALE OF PRODUCTS, OR FROM THE PERFORMANCE OR BREACH THEREOF, SHALL IN NO CASE EXCEED, AT G&T'S OPTION, THE PURCHASE PRICE ALLOCABLE TO THE PRODUCTS OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM OR THE REPLACEMENT OF SUCH PRODUCTS. IN NO CASE WILL G&T BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION, DAMAGE TO OTHER PROPERTY, LOSS OF PROFITS, LOSS OF GOODWILL, OR OTHER ECONOMIC LOSS, WHETHER SUCH INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE IS CLAIMED ON ACCOUNT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT, OR ANY OTHER LEGAL THEORY. GOODS SOLD FOR RESALE ARE ALL SUBJECT TO THESE TERMS AND ALL OFFERS ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE OF THESE TERMS.

10. **Force Majeure.** G&T and Purchasers are each excused from any act, omission or obligation to perform hereunder when such failure or default is caused by an act of God, fire, strikes, war, riot, insurrection, boycott, acts of public authorities, delays or defaults caused by public carriers, inability to obtain raw materials or other causes, whether similar or dissimilar, beyond its reasonable control.

11. **Miscellaneous.** G&T may freely delegate its duties, including completion in whole or in part of its duties by subcontract, and assign its rights or obligations hereunder. This transaction shall be governed by, and interpreted under the laws of (and any legal disputes resolved in) the State of Michigan (with venue to be in Kent County). Purchaser must commence any action for a breach related to this transaction within one year after the cause of action accrues. G&T's rights and remedies hereunder are not exclusive, but are in addition to all other rights and remedies provided by law or in equity. G&T's failure to demand strict adherence to these terms and conditions or to exercise any right or remedy shall not waive its right to later asset such. The headings contained of these Terms and Conditions are included for convenience only and do not form a part of this Agreement and shall not in any way affect the interpretation hereof.

12. **Urethane Foam Flammability.** Regardless of any flammability rating, formation code or designation, urethane foam will burn if exposed to an open flame or other sufficient heat source. Do not expose urethane foam to open flames or any other direct or indirect high temperature ignition sources such as burning operations, welding, burning cigarettes, space heaters or naked lights. Once ignited, urethane foam will burn rapidly, releasing great heat and consuming oxygen at a high rate. In an enclosed space the resulting deficiency of oxygen will present a danger of suffocation to the occupants. Hazardous gases released by the burning foam can be incapacitating or fatal to human beings if inhaled in sufficient quantities. Once ignited, urethane foam is difficult to extinguish. Foam fires that appear to be extinguished may smolder and reignite. Always have fire officials determine whether a fire has been extinguished. G&T does not make any guarantees; either express or implied, concerning the non-flammability characteristics of its urethane foam products under actual fire conditions, and hereby specifically disclaims any liability incurred as a result of fire. This warning and other suitable warnings should be passed on by you to all users, potential users, and ultimate consumers of urethane foam whether they are individuals, manufacturers, processors, corporations, institutions, and/or government agencies.