

RAYMOND DESTEIGER, INC.  
TERMS & CONDITIONS

1. **General.** All purchases made by the purchaser of goods from Raymond Desteiger, Inc. (hereinafter "Buyer") are made solely on Raymond DeSteiger, Inc.'s ("Ray") terms and conditions (this "Agreement") stated herein and may not be deleted or modified in any respect without express written consent of Ray's authorized officers, referring specifically to these terms and conditions. Any purchase order from Buyer is accepted only on the condition that the Buyer expressly assents to the terms and conditions contained herein. Buyer's acceptance of goods and failure to give prompt written notice of specific objection to the terms and conditions herein shall constitute assent to this Agreement. Any document or communication in addition to or in conflict with this Agreement shall be subordinate and subject to the terms and conditions herein. Any term or condition of sale contained in any document prepared by or received from Buyer by Ray relating to the goods sold under this Agreement which is inconsistent with any term or condition of this Agreement is hereby rejected by Ray, and shall have no effect.
2. **Quotations and Price Lists.** All orders are subject to prices and terms of sale in effect on the date of shipment and such prices and terms are subject to change without prior notice to Purchaser. Unless otherwise stated, all price quotations expire 30 days from the date of quotation and prices do not include freight or, where applicable, any federal, state or local taxes of any nature, all of which shall be paid by the Buyer.
3. **Payment Terms.** Unless otherwise stated on the face Ray's invoice, invoices are due and payable on the 25<sup>th</sup> day of the month following the month of purchase. A time-price differential (finance charge) of 1.5% per month (18% per annum) will be charged on all invoices not paid by the 15th of the second month following the month of purchase. Invoices paid by the 10th of the month, with cash or check, following date of purchase are entitled to the manufacturer's standard discount, if any. Invoices paid after the 10th or invoices paid by credit card are not entitled to a discount.
4. **Credit.** All orders are accepted subject to approval of Buyer's credit. Notwithstanding any prior extension of credit by Ray to Buyer, if at any time, Ray determines, in its sole judgment, that Buyer's financial condition does not justify Ray's extension of credit in connection with any sale, Ray may, at its option, require Buyer to make full payment in cash prior to order entry, manufacture, shipment or delivery, or to provide other security for payment acceptable to Ray.
5. **Price Increases and Availability.** Goods not of Ray's own manufacture are sold subject to Ray's continuing ability to procure goods from Ray's regular source of supply and at Ray's present cost, including freight or any other cost. In the event of an increase in Ray's cost of any goods prior to final delivery hereunder, the price of such goods then remaining undelivered shall be correspondingly increased.
6. **Shipping Terms.** Shipping dates furnished by Ray are approximate and shall not be deemed to be fixed or guaranteed. . If goods are shipped directly from a manufacturer or vendor other than Ray to Buyer's shipping address, the risk of loss of such goods shall not be on Ray. Otherwise, the risk of loss shall pass from Ray to Buyer (i) as soon as the goods are ready for delivery and without regard to any notice thereof; (ii) upon Buyer's possession of said goods, (iii) upon delivery by Ray to Buyer at its place of business or at the place designated for pickup or delivery in any order placed by Buyer; or (iv) upon delivery to a common carrier, if shipped by common carrier, whichever is sooner. When goods are shipped by common carrier all claims for damages or losses in transit must be made by Buyer directly to such common carrier. Buyer shall be obligated to pay the full amount of Ray's invoice(s) in accordance with the payment terms stated therein, or hereunder, notwithstanding damage in transit by or disputes with common carriers.
7. **Shortages/Billing Corrections.** All claims for shortages or improper delivery must be made in writing within (3) days of delivery. All claims, adjustments, or corrections of billing, must be made in writing within fifteen (15) days of receipt of invoice. Failure to timely notify Ray in writing constitutes waiver and acceptance of delivery and/or invoice by Buyer.
8. **Returns/Chargebacks.** Only returns approved in writing by Ray will be accepted. All goods returned by Buyer must be accompanied by the Buyer's copy of original sales ticket. No returns are allowed on special order goods. No goods will be accepted for return unless they are in unused condition and in original packaging. Ray will not be liable for any chargebacks, for any reason, absent its prior written consent. Ray has an absolute right to refuse any and all returned goods. All returned goods are subject to, and Buyer is responsible for payment of, Ray's costs incurred with respect to such returned goods including freight, shipping and handling and restocking costs.
9. **Limitation of Warranties and Liability.** RAY MAKES NO WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO FITNESS FOR ANY PARTICULAR USE OR PURPOSE. RAY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE INCLUDING CONSEQUENTIAL OR INCIDENTAL DAMAGES, DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF GOODS SOLD BY RAY OR FOR ANY DELAYS IN DELIVERY OF GOODS. IN LIEU OF ANY WARRANTIES BY RAY, RAY WILL ASSIGN TO BUYER ANY WARRANTIES TO WHICH RAY MAY BE ENTITLED AGAINST THE MANUFACTURER OR DISTRIBUTOR OF THE GOODS. IN THE EVENT OF ANY LIABILITY NOT OTHERWISE DISCLAIMED, BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST RAY SHALL BE, AT RAY'S OPTION, (A) REPAIR OR REPLACEMENT OF DEFECTIVE GOODS, OR (B) REFUND OF THE PURCHASE PRICE FOR PROPERLY RETURNED GOODS. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE. RAY SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM ANY DELAY OR FAILURE TO DELIVER OR PERFORM DUE TO STRIKES, LOCKOUTS OR OTHER LABOR DIFFICULTIES, FAILURE OR DELAY OF SOURCES OF SUPPLY, TRANSPORTATION DIFFICULTIES, ACCIDENTS, FIRES, ACTS OF GOD, OR ANY OTHER CAUSE OF LIKE OR UNLIKE NATURE BEYOND RAY'S REASONABLE CONTROL. WITH RESPECT TO GOODS MODIFIED BY RAY AT BUYER'S REQUEST, RAY SHALL HAVE NO LIABILITY WHATSOEVER IN THE EVENT THAT SUCH GOODS' MANUFACTURERS' WARRANTIES ARE VOIDED AS A RESULT OF SUCH MODIFICATION.
10. **Limitation of Statute of Limitations for Claims Against Ray.** Buyer agrees that any claim or lawsuit relating to Ray's manufacture, sale or delivery of goods to Buyer must be filed no more than six (6) months after the date the goods are received by Buyer. Buyer waives any statute of limitations to the contrary.
11. **Taxes.** Buyer shall pay to Ray the amount of any and all taxes, excises, or other charges which Ray may be required to pay or to collect for any government, national, state or local, upon, or measured by the production, sale, transportation, delivery or use of the goods sold hereunder.
12. **Buyer's Default.** If Buyer should default in the performance of any obligation hereunder, then in addition to any other damages, Ray shall be entitled to, and Buyer agrees to pay, any costs incurred by Ray in enforcing the terms of this Agreement whether by litigation or arbitration, whether commenced or not, including costs, of collection, attorney fees, court costs, and any arbitration fee. \_.
13. **Application of Payments.** Buyer hereby authorizes Ray to apply any payments made by or on behalf of Buyer to Ray to any account or accounts then outstanding between Buyer and Ray.
14. **Michigan Construction Lien Act Notification.** Residential Builders, Residential Maintenance and Alteration Contractors, Electricians and Plumbers are required to be licensed under the laws of the State of Michigan. Ray is not required to be licensed.
15. **Entire Agreement and Modification.** This Agreement is intended by the parties hereto as a final expression of their agreement with respect to the subject matter hereof, and is intended as a complete and exclusive statement of the terms and conditions of that agreement (any prior agreement being superseded by this Agreement and such prior agreements are hereafter null and void). This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any of the terms, provisions or conditions hereof (including this paragraph) shall be valid unless in writing, supported by consideration, and signed by the party against whom the same is sought to be enforced.
16. **Severability.** The invalidity of any provision of this Agreement shall not invalidate or render unenforceable any other provision of this Agreement.
17. **Governing Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of Michigan. Any dispute, claim or litigation arising from or related in any way to this Agreement or the sale of goods to Buyer shall be brought only in a court of competent jurisdiction in the State of Michigan.