



TERMS AND CONDITIONS of Online Sales

LIMITATION OF TERMS: Mahar will provide products and services expressly conditioned on Buyer's acceptance of Mahar's quote and these terms and conditions (collectively "Terms"). Mahar hereby objects to any additional or different terms proposed by Buyer in any acknowledgment or other document. Any such proposed terms shall be void and these Terms shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties.

PAYMENT: Payment for the products and services shall be payable in U.S. dollars. Prices are exclusive of all excise, sales, use and other applicable taxes imposed by any federal, state, municipal or other government in connection in any manner with the products or services, and all such taxes shall be added to the price and paid by Buyer. Buyer shall be responsible for obtaining and providing to Mahar any certificate of exemption or similar document required to exempt a sale from sales, use or similar tax liability.

SHIPMENTS AND DELIVERIES: All products will be shipped F.O.B. Mahar's plant. If Mahar is unable to make deliveries of products or provide services as a result of an event or occurrence beyond the reasonable control of Mahar and without Mahar's fault or negligence, then any delay or failure to deliver or provide services that results from such event or occurrence will be excused for so long as such event or occurrence continues; provided, however, that Mahar gives written notice of such delay to Buyer as soon as possible after the event or occurrence. Such events and occurrences may include, by way of example and not limitation, natural disasters, fires, floods, severe weather, explosions, riots, wars, sabotage, labor problems (including lockouts, strikes, and slowdowns), equipment breakdowns and power failures. Shipments and deliveries of the products and provision of the services shall be at all times subject to the approval of Mahar's Credit Department, and Mahar may at any time decline to make any shipment or delivery or provide any services except upon receipt of payment or upon terms and conditions satisfactory to such Department.

WARRANTY: MAHAR MAKES NO WARRANTY EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCTS. MAHAR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. The products are covered only by such warranties as are provided by the manufacturer. Any such warranties shall pass-through and be assigned to Buyer to the fullest extent possible. Mahar will perform the services in a professional manner with care, skill and diligence on a basis consistent with industry standards.

LIMITATION OF DAMAGES: Under no circumstances shall Buyer be entitled to recover from Mahar incidental or consequential damages, including but not limited to damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss.

IMPROPER PERFORMANCE AND DISPUTES: In addition to other remedies provided by law or in equity, Mahar reserves the right to reject any order or to cancel all or any part of an order in the event of non-payment or other default or failure to perform by Buyer. Acceptance of any part of an order shall not bind Mahar to accept any future orders.

INTELLECTUAL PROPERTY: Mahar does not transfer or license to Buyer any patent, trade secret, trademark, service mark, copyright or other intellectual property or proprietary right related to the products or services provided.

GOVERNING LAW AND FORUM: The Terms shall be interpreted and enforced in accordance with the laws of the State of Michigan, without reference to any choice of law provisions. Michigan shall be the forum state for all disputes herein. Provided, however, neither the Convention for the International Sale of Goods nor the Convention on the Limitation Period in the International Sale of Goods shall apply to this transaction.

INDEMNIFICATION: Except as otherwise provided herein, and except to the extent liability or loss arises out of the gross negligence or willful misconduct of Mahar, Buyer assumes entire responsibility and liability for any losses, expenses, damages, demands and claims of any kind, including, but not limited to, claims or demands to recover for personal injury or death, breach of warranty and property damages or economic loss, arising from or in connection with performance of the products or provision of the services. Buyer shall indemnify, defend and hold harmless Mahar, its agents, servants and employees from and against any and all such losses, expenses, damages, demands and claims, and agrees to defend any such suit or action brought against them, or any of them, based on such alleged injury or damage, and to pay all damages, costs and expenses, including attorney's fees, in connection therewith or resulting therefrom. Mahar shall have the option to assume its own defense, in which case Buyer shall reimburse Mahar for all costs, expenses and fees of such defense.

SEVERABILITY: If any provision of these Terms is invalid or unenforceable under any federal, state or local laws, rules, ordinances, regulations or any other rules of law, such provision shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such federal, state or local laws, rules, ordinances, regulations or any other rules of law, and the remaining provisions of these Terms and Conditions shall remain in full force and effect.

ENTIRE AGREEMENT: These Terms set forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersede and replace any previous statements, communications or understandings, whether written or oral. No modification to or amendment of these Terms will be effective unless set forth in writing signed by both Buyer and Mahar.

CONFIDENTIAL INFORMATION: Trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, and other technical and business data which are supplied or disclosed by Buyer or Mahar in connection with these Terms, in each case that are marked or otherwise identified as confidential or where their confidential nature is apparent at the time of disclosure ("Confidential Information"), will be deemed confidential and proprietary to, and remain the sole property of, the disclosing party. The receiving party may not disclose Confidential Information or use Confidential Information for any purpose other than as contemplated under these Terms without in each case the written consent of the disclosing party. Confidential Information will not include information that (1) is or becomes generally available to the public other than as a result of a violation of this section by the receiving party, (2) was obtained by the receiving party on a non-confidential basis from a third party who had the apparent right to disclose it, or (3) is legally required to be disclosed. Buyer and Mahar will each use the same degree of care (but not less than a reasonable degree of care) to safeguard Confidential Information that it uses to protect its own confidential information from unauthorized access or disclosure. Upon request by the disclosing party, the receiving party will promptly return or destroy the original and all copies of Confidential Information received.