



EDAG Inc. General Terms & Conditions for Customers

- Prices and any other stipulations set forth in the proposal shall remain valid for (60) days from the date of submission unless terminated in writing sooner.
- EDAG proposes payment according to the quote attached.
- Payment terms are net thirty (30) days.
- All quote information is in US Dollars.
- Any changes, modifications, deletions, or additions of required products or services subsequent to the submission of the proposal will not be covered by the foregoing proposal.
- Any expenses related to work beyond the scope of the proposal will not be incurred by EDAG without first advising your company in writing.
- Travel is included up to a 20 mile radius from EDAG. Any travel beyond this limit will require pre-approval by customer and will be invoiced separately.
- Your company agrees to supply all product information, hardware or any other pertinent project information to EDAG at no cost.
- EDAG shall not be liable for loss or damage due to delays resulting from any cause beyond EDAG's reasonable control.
- Any delay in completion date will be communicated to your company in writing as soon as possible.
- These terms and conditions, EDAG's proposal, and your company's order as accepted by EDAG, constitute the complete agreement between parties. They supersede all prior oral or written statements of any kind made by the parties or their agents.
- No verbal understanding or prior course of dealing shall modify, add to, or detract from these terms and conditions unless agreed to in writing by EDAG.
- A purchase order may be canceled by your company at any time, provided that your company agrees to compensate EDAG for all losses, as of the date of cancellation, including all engineering and development costs, labor, material cost and loss of profit.
- The agreement between your company and EDAG shall be governed by the law of the State of Michigan and the state and/or federal courts for Oakland County shall have exclusive jurisdiction.
- The foregoing proposal along with any other of EDAG's reports, letters, and data supplied to your company concerning services performed by EDAG are for your company's exclusive use. They shall not be disclosed by your company, without EDAG's prior written permission, to any third party, except for a division or subsidiary or affiliate of your company.
- Use of the name EDAG, or its logo, insignia or seal is not permitted without EDAG's written approval.
- EDAG has the right to employ the sub-contractor of our choice to support the program.

Warranty

EDAG warrants that its Engineering Services conform to the agreed stipulation and the technical requirements. EDAG will provide the necessary skill, expertise and standards which are generally achieved in the automotive industry.

EDAG shall be liable for defects as to quality as follows: All Engineering Services where a defect becomes apparent within the twelve (12) month period starting with the time of acceptance, shall, at the discretion of EDAG, be repaired, replaced or provided again free of charge. Customer shall notify EDAG of defects in writing and without undue delay. If supplementary performance is unsuccessful, Customer shall have the right to undertake corrective action itself or by appointing an outside contractor. The express warranty given in this clause by EDAG is in lieu of all other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. This warranty is solely for the benefit of the Customer and does not extend for the benefit of Customer's own customers or other third parties.

Liability Limitation

With its order customer accepts the following limitations of EDAG's liability. The statute of limitations applicable to all claims arising under this Agreement shall be the period provided under applicable law. EDAG WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM DELAY IN DELIVERY OF THE PRODUCTS OR SERVICES OR FOR ANY FAILURE TO PERFORM, WHICH IS DUE TO FORCE MAJEURE OR RESULTING FROM CUSTOMER'S/THIRD PARTY'S ACTIONS, CUSTOMER'S/THIRD PARTY'S MODIFICATIONS OR CUSTOMER/THIRD PARTY PROVIDED MATERIALS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE LIABILITY OF EDAG AND/OR EDAG'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES AND SUBCONTRACTORS EXCEED \$500,000 – USD OR THE AMOUNT OF THE SPECIFIC PURCHASE ORDER FOR THE ENGINEERING SERVICES, WHICHEVER IS LESS.