

LinMot USA Inc. / NTI AG Terms and Conditions

1. **Terms and Conditions of Sale**

LinMot USA Inc. / NTI AG (hereafter named LinMot) acceptance of any purchase order is limited to the terms and conditions stated herein unless specifically agreed to in writing and signed by LinMot. Any terms or conditions proposed by Buyer that are in addition to or contrary to these terms and conditions will have no force and effect unless specifically agreed to in writing and signed by LinMot.

2. **Purchase Orders**

All purchase orders are subject to acceptance and credit approval by LinMot. Shipment will not be made until LinMot receives the purchase order in writing via email or facsimile containing accurate and complete information concerning billing and shipping information and part numbers and quantities.

3. **Minimum Orders**

Any purchase order for less than \$100 of product is subject to an additional \$25 charge.

4. **Taxes**

Prices of LinMot's products and services are exclusive of all taxes, including without limitations city, state, federal, municipal, or provincial taxes on manufacturer, sales, occupation, value added and similar impositions. Such tax or taxes are not included in LinMot's price and will not be included in LinMot's invoice, and payment of these charges will be, and will remain, the exclusive responsibility of the Buyer.

5. **Confirmation of Orders**

LinMot will generally issue to Buyer an order confirmation within three days of LinMot's receipt of an order. If confirmation, invoice, or the ordered parts have not been received within three working days, Buyer has the responsibility to notify LinMot. In the event of a conflict between the Buyer's purchase order and LinMot's order confirmation, the terms and conditions of the order confirmation will control.

6. **Payment**

Payments are due to LinMot net 30 days after receipt by Buyer of LinMot's invoice. A 2% per month service charge will apply to all amounts not paid within 30 days. Additional shipments will not be made when past due amounts are owed.

7. **Delivery**

All shipments are FOB LinMot's USA warehouse or facility, unless Buyer and LinMot have otherwise arranged in writing. Regardless of shipping point, risk of loss passes to Buyer upon LinMot's delivery to a carrier. Delivery dates shown on proposals and order confirmations are approximate only and LinMot will have no liability for any delays in delivery.

8. **Method of Shipment**

Shipments from the LinMot USA warehouse are made by Federal Express 2nd Day with all shipping charges billed to the Buyer, unless the parties made alternative arrangements in writing prior to shipment.

9. **Inspection**

Buyer will inspect each shipment and notify LinMot within 10 days of receipt of shipment of any cause for rejecting the shipment or the shipment will be deemed accepted by the Buyer.

10. **Return of Products and Repairs**

Product is generally not returnable. To return any products, Buyer must first obtain a Return Material Authorization (RMA) from LinMot, which will be issued in LinMot's discretion. In no event will credit, evaluation or repair be given or made for products returned without a proper RMA and in no event will product be accepted for return more than 90 days from the date of delivery. Buyer will pay the transportation charges on all returned products. A \$250 fee is required for all products returned for evaluation or repair.

11. WARRANTIES

LINMOT WARRANTS THAT THE PRODUCTS SOLD HEREUNDER WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF SHIPMENT TO BUYER. THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO THE PRODUCTS PROVIDED BY LINMOT. LINMOT MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR FITNESS ARISING BY OPERATION OF LAW OR TRADE USAGE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THERE ARE NO WARRANTIES WHATSOEVER ON PRODUCTS BUILT OR ACQUIRED WHOLLY OR PARTIALLY TO BUYER'S SPECIFICATIONS.

12. LIMITATION OF REMEDY

LINMOT'S LIABILITY ARISING FROM OR IN ANY WAY CONNECTED TO THE PRODUCTS SOLD OR TO THESE TERMS AND CONDITIONS WILL BE LIMITED EXCLUSIVELY TO THE REPAIR OR REPLACEMENT OF THE PRODUCTS SOLD OR REFUND OF THE PURCHASE PRICE PAID BY THE BUYER, AT LINMOT'S SOLE OPTION. IN NO EVENT WILL LINMOT BE LIABLE TO ANY BUYER OR END USER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESSED OR IMPLIED WARRANTY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY.

13. Force Majeure

LinMot does not assume the risk of and will not be liable for delay or failure to perform any of LinMot's obligations by reason of circumstances beyond the reasonable control of LinMot (hereinafter "Events of Force Majeure"). Events of Force Majeure will include without limitation, accidents, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, flood delays or failures in delivery of carriers or suppliers, shortages of material and any other cause beyond LinMot's control.

14. Choice of Law, Jurisdiction, and Arbitration Requirement

All claims and disputes relating to or arising from these Terms and Conditions or the sale of LinMot Products to customers or end users (whether in contract, tort or otherwise and including statutory and consumer protection claims) will be governed by Illinois law without regard to conflicts of law. Any such claims or disputes between any buyer or end user and LinMot or its agents, employees, principals, successors, assigns, or affiliates (collectively for purposes of this paragraph, "LinMot") SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN CHICAGO, ILLINOIS. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. All parties will be responsible for their own attorney fees and costs of arbitration.