



BINDING TERMS AND CONDITIONS OF SALE

The following are the terms and conditions ("Terms and Conditions") for the sale of products ("Products") by Easy Performance Products ("EP") to EP's customers ("Customers"). All orders submitted to EP by the Customer shall constitute the Customer's agreement with these binding terms and conditions of the sale.

1. ACCEPTANCE AND CANCELLATION OF ORDERS

All orders shall be submitted in writing, via mail, facsimile or e-mail to sales@easypformance.com. Any product order requests provided by phone will be considered a pre-order and must be followed up with a formal written purchase order. All orders submitted are considered a committed sales order by the Customer to EP. Any written acknowledgement of receipt of an order shall not, in and of itself, constitute such acceptance. Orders shall be subjected to Customer account status scrutiny prior to being accepted by EP.

Because EP engages in custom manufacturing and manufactures on a just-in-time basis to submitted purchase orders, EP can not cancel orders once submitted by the Customer. Any request for an order cancellation, in part or in whole, must be submitted in writing by the Customer and may be cancelled upon written consent of EP. Any agreed cancellation of an order shall not constitute precedence for any cancellation of any other order(s). In the event of cancellation or other withdrawal of an order for any reason, and without limiting any other remedy which EP may have as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges shall include all expenses incurred and commitments made by EP, and shall be paid by Customer to EP. Customer requests to reschedule are subject to acceptance by EP in its sole discretion. Orders may not be canceled or rescheduled after the order has been submitted by EP to the shipment carrier. EP reserves the right to allocate sales and limit quantities of selected Products among its customers in its sole discretion. Product specifications and availability are subject to change without prior notice.

2. WARRANTY AND PRODUCT RETURNS

All EP products sold are warranted free from defects in materials and workmanship for a period of one year from the original date of purchase, unless otherwise noted. No warranty claim will be valid without authentic, dated proof of purchase. EP requires all end use customer warranty claims to be submitted directly to EP and not through any point of distribution or purchase. All end use customer warranty claims must include the Warranty Claim Form filled out completely and a copy of the sales receipt. EP will examine any product returned with proper Warranty Claim Form to determine if the failure resulted from a defect or from abuse, improper installation, misapplication or alteration. EP will then, at its sole discretion return, repair or replace the product. In no event shall EP be liable for incidental or consequential damages.

Returns for refund are generally not accepted. Rather, EP will offer technical support to resolve any technical issues that a customer may have with the installation and/or operation of a product. If EP agrees to accept a product returns from Customer, the product return must be received within 30 days from original date of purchase. No refunds of any amount shall be offered beyond 30 days from original date of purchase. If EP agrees to accept a return, return freight charges must be prepaid by customer. EP will not accept COD shipments. Refunds for returned product are subject to a 30% of sales cost for restocking, provided the product is unused, undamaged and unmolested in any way. If the product is damaged in any way, as determined by EP, the return can be rejected by EP and return shipped to Customer or EP will discount the refund amount equal to the reconditioning cost of the return.

3. PRICES

Orders are billed at the prices (in US dollars) in effect at the time of shipment. Prices will be as specified by EP and will be applicable for the period specified in EP's quote or Product Price List(s). If no period is specified, quoted prices will be applicable for thirty (30) days. Current Price List(s) reflects the latest pricing information available at the time of publication. Prices shown in the list(s) are subject to change without notice. Prices are subject to increase in the event of an increase in EP's costs or other circumstances beyond EP's reasonable control. If Customer does not purchase the quantity upon which quantity prices are based, Customer will pay the non-discounted price for the quantity actually purchased.



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If a Customer submits a purchase order using the most recent pricing made available and EP must change the price, the purchase order shall be rejected, EP shall inform the Customer of the price change in writing and the Customer must resubmit the purchase order reflecting the updated pricing. Prices are exclusive of taxes, impositions and other charges, including sales, use, excise, value-added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, bank fees, consular fees, document fees, and import duties.

4. TERMS OF PAYMENT

Customer agrees to pay the entire net amount of each invoice from EP pursuant to the terms of each such invoice, without offset or deduction. Orders are subject to credit approval by EP, which may in its sole discretion at any time change the terms of Customer's credit, require payment in cash, bank wire transfer or by official bank check, and/or require payment of any or all amounts due or to become due for Customer's order before shipment of any or all of the Products. If EP reasonably believes that the Customer's ability to make payments may be impaired or if Customer fails to pay any invoice when due, EP may suspend delivery of any order or any remaining balance thereof, until such payment is made or cancel any order or any remaining balance thereof. Customer will remain liable to pay for any Products already shipped and all Non-Standard Products ordered by Customer. Customer agrees to submit such financial information as EP may reasonably require for determination of credit terms and/or continuation of credit terms.

All payments must be in US Dollars. Checks made payable to Easy Performance Products are accepted subject to collection and the date of collection will be deemed the date of payment. Any check received from Customer may be applied by EP against any obligation owing by Customer to EP under this or any other contract, regardless of any statement appearing on or referring to such check, without discharging Customer's liability for any additional amounts owing by Customer to EP. The acceptance by EP of such check will not constitute a waiver of EP's right to pursue the collection of any remaining balance. Invoices not paid when due will bear interest to date of payment at the annual rate of sixteen (16%) percent or such lower rate as may be the maximum permitted by law. If Customer fails to make payment when due, EP may pursue any legal or equitable remedies, in which event EP will be entitled to reimbursement of costs for collection and reasonable attorneys' fees. There is a \$35.00 US service charge on all returned checks. Any net term invoices paid by credit card will be subject to a 5.00% credit card processing fee. EP also accepts payments via PayPal financial service to EP's account at support@easypformance.com. If payments are made using PayPal, the Customer is responsible for including a 5.0% processing fee for that payment method. Any waiver of any processing fee on any order will not constitute precedence for waiver of any processing fee on any other order.

5. SALES TAX

When required by law, EP shall collect Federal, State and/or Local sale, use, excise, and other taxes that apply to a Customer's shipment. These taxes are in addition to the purchase price of the Products subject to an order. Customer will remit the correct tax unless customer is tax exempt and EP has a valid signed tax exemption certificate on file.

6. DELIVERY AND TITLE

All shipments by EP are F.O.B. point of shipment from EP's facility and the amount of all transportation charges will be paid to EP by the Customer in addition to the purchase price of the Products. Subject to EP's right of stoppage in transit, delivery of the Products to the carrier will constitute delivery to Customer and title and risk of loss will pass to Customer. EP will make reasonable efforts to initiate shipment and schedule delivery as close as possible to Customer's requested delivery date(s). Customer acknowledges that delivery dates provided by EP are estimates only and that EP will not be liable for failure to deliver on such dates. Selection of the carrier and delivery route will be made by EP unless specifically designated by Customer. EP reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s). Delivery of any installment of Products within thirty (30) days after the date requested will constitute a timely delivery. Delivery of a quantity that varies from the quantity specified shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered.



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7. LIMITATION OF LIABILITIES

IN NO EVENT SHALL EP BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE including, but not limited to, damages resulting from loss of profit or revenue, recall costs, claims for service interruptions or failure to supply downtime, testing, installation or removal costs, costs of substitute products, property damage, personal injury, death or legal expenses. Customer's recovery from EP for any claim shall not exceed the purchase price paid by Customer for the goods, irrespective of the nature of the claim, whether in warrant, contract or otherwise. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD EP HARMLESS FROM ANY CLAIMS BROUGHT BY ANY PARTY REGARDING PRODUCTS SUPPLIED BY EP AND INCORPORATED INTO THE CUSTOMER'S PRODUCT.

8. STATEMENTS AND ADVICE

If statements or advice, technical or otherwise, are offered or given to Customer and/or end use customers, such statements or advice will be deemed to be given as an accommodation to Customer and without charge. EP shall have no responsibility or liability for the content or use of such statements or advice. EP Technical support is provided by telephone to Customers, ONLY via e-mail at support@easyperformance.com to end use customers and, therefore, extremely limited in scope which prevents EP from the direct participation in the design or application of any customer products. EP support is restricted to product suitability studies or engineering reviews of products that EP has conducted and published for those produces.

9. INTELLECTUAL PROPERTY

If an order includes software or other intellectual property, such software or other intellectual property is provided by EP to Customer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

10. FORCE MAJEURE

EP will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. EP's time for delivery or performance will be extended by the period of such delay or EP may, at its option, cancel any order or remaining part thereof, without liability by giving notice to Customer.

11. EXPORT CONTROL

EP is committed to compliance with all U.S. Export Regulations and Laws. EP will not sell or ship to countries embargoed by the U.S. Treasury Office of Foreign Asset Control (OFAC). EP will not sell or ship to individuals or organizations identified by the U.S. Treasury as Specially Designated Nationals and Blocked Persons. EP will not sell or ship products prohibited under Export Administration Regulations to individuals or organizations identified by the U.S. Department of Commerce, Bureau of Industry and Security (BIS). EP will not seek export licenses pursuant to Export Administration Regulations. EP participates in BIS Export Enforcement and OFAC transaction reporting. Furthermore, EP prohibits the re-export, brokering or transshipment of its products to any individual, organization or country prohibited by the OFAC or BIS. The sale, resale or other disposition of Products, and any related technology or documentation, are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Customer agrees to comply with all such laws, regulations and orders. Customer further acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Customer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.



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12. GENERAL

The Terms and Conditions may not be modified or cancelled without EP's written agreement. Accordingly, goods furnished and services rendered by EP are sold only on the terms and conditions stated herein. The sale of Products hereunder will be governed by the Terms and Conditions, notwithstanding contrary or additional terms and conditions in any order purchase order, planning schedule, acknowledgment, confirmation or any other form or document issued by either party affecting the purchase and/or sale of Products. Notwithstanding any terms and conditions on Customer's order, the information and conditions on the Credit Application are controlling over Customer and EP. Any conflicting statements or terms listed on the Customer purchase orders, invoices, confirmations or other Customer generated documents ("Customer Documents"), whether heretofore or hereafter submitted, are negated by submission of the Credit Application and the issuance of credit by EP, and all different or additional terms and conditions contained in any Customer Documents are hereby objected to by EP. EP's performance of any contract is expressly made conditional on Customer's agreement to EP's Terms and Conditions of Sale, unless otherwise specifically agreed upon in writing by EP. In the absence of such agreement, commencement of performance and/or delivery shall be for Customer's convenience only and shall not be deemed or construed to be acceptance of Customer's terms and conditions or any of them. If a contract is not earlier formed by mutual agreement in writing, acceptance by Customer of any goods or services shall be deemed acceptance by Customer of the terms and conditions stated herein. No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of EP. The obligations, rights, terms and conditions hereof will be binding on the parties hereto and their respective successors and assigns. The waiver or breach of any term, condition or covenant hereof, or default under any provision hereof, will not be deemed to constitute a waiver of any other term, condition, or covenant contained herein, or of any subsequent breach or default of any kind or nature. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction, or affecting the validity or enforceability of such provision in any other jurisdiction. The Terms and Conditions will be governed by and construed in accordance with the laws of the state of Michigan and the applicable laws of the United States.

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