



**ARGENT INTERNATIONAL, INC.
TERMS AND CONDITIONS OF SALE**

Sales under these terms and conditions (these "Terms") are by Argent International, Inc. ("Argent") to the person named as the buyer or purchaser in the documentation to which these Terms are attached or with which they are associated ("Buyer") are conditional upon Buyer's assent to these Terms. If these Terms are first tendered to Buyer before Buyer tenders a purchase order or similar document to Argent, these Terms are in lieu of any terms later submitted by Buyer and Argent rejects all additional or different terms and conditions of Buyer, whether confirmatory or otherwise. If Argent tenders these terms after the tender by Buyer of other terms, whether as part of a purchase order or otherwise, then Argent's acceptance of any offer by Buyer associated with Buyer's terms is expressly conditioned upon Buyer's acceptance of these Terms exclusively, including any additional or different terms contained in these Terms. Buyer's performance, or acceptance of, or payment for, any products from Argent, will constitute Buyer's acceptance of these Terms. These Terms, together with the associated description of the products and quantity and price terms that are the subject of the purchase and sale transaction under these Terms constitute an "Order." Buyer represents and warrants that any products it purchases from Argent are for business or commercial use and not for domestic, personal, family, or household use.

1. **Description of Products.** Argent agrees to sell, and Buyer agrees to purchase, the products described as part of the Order.
2. **Prices; Minimum Quantities.** The prices of the products and/or services supplied by Argent are as stated in the Order. Prices may be adjusted to the prices in effect at the time of delivery, whether as a result of fluctuations in commodity prices or otherwise. All pricing is FOB (as defined in Uniform Commercial Code Section 2-319) for domestic shipments or EXW (Incoterms 2000) for international shipments, in either case Argent's facility in Plymouth, Michigan or such other location as Argent specifies in an Order. Buyer acknowledges that the prices for certain products offered by Argent are based on Buyer purchasing a stated minimum order quantity and/or minimum shipment quantity of those products. Where Buyer orders a product that is subject to a minimum order quantity and the quantity ordered does not meet that minimum order quantity, Argent reserves the right to adjust the price or ship the minimum order quantity at its discretion. In any case, Argent may ship quantities that vary $\pm 5\%$ from the quantities specified in an Order and Buyer will accept, and pay for at the applicable unit price, such quantities. If Buyer defaults, or otherwise fails to take delivery of the quantity of products called for in an Order, then, in addition to all other rights and remedies of Argent, Buyer will pay to Argent the price of any materials that are unique (or are made unique) to the products that are the subject of the Order or that are otherwise not readily re-deployable for another Argent customer, provided only that the quantity of such materials held by Argent is commercially reasonable in light of the quantity of product that is then the subject of an Order. Upon full payment for such materials, Argent will make them available to Buyer FOB Argent's facilities for domestic shipments or EXW (Incoterms 2000) Argent's facilities for international shipments. If Buyer does not give Argent notice of shipping instructions or otherwise fails to claim the materials, Argent may, on and after the 31st day after payment, dispose of such materials as Argent sees fit.
3. **Taxes and Fees.** All prices are exclusive of sales, use, excise, customs, export, import, commodity and/or any other taxes. Buyer will pay all such taxes and any license fees or other charges incidental to the sale of products. Buyer will, at Argent's request, provide to Argent reasonable proof of payment by Buyer of such taxes, fees, and assessments. If Argent is required to prepay any taxes on behalf of Buyer, Buyer will reimburse Argent for all such taxes paid. If provision of the products and/or services requires any documentary letter of credit or similar document, instrument, or process, Buyer shall pay all fees and costs associated therewith.
4. **Payment Terms.** Unless provided otherwise in writing in Argent's quotation, payment shall be net 30 days from date of shipment. Unless otherwise expressly agreed in writing by Argent, Buyer will pay any invoice issued by Argent in U.S. Dollars without discount, setoff, or reduction. Argent may, at its sole discretion, require payment by bank transfer, cash, certified check, C.O.D., or irrevocable letter of credit. All trading accounts are subject to prior approval of Argent's credit department, in accordance with Argent's credit policies and practices in effect from time to time. The amount of credit or terms of payment may be changed by Argent at any time for any reason. If Buyer fails to make payment when due or defaults in any other way, Argent may, at its option, without limiting any of its other rights or remedies available under these Terms or applicable law, and until Buyer's account is current: (1) withdraw credit and suspend or cancel performance under any or all Orders; and/or (2) reschedule shipment. Each shipment will be separately invoiced and paid for without regard to other shipments. If Buyer Tooling that is also a product sold under an Order requires Buyer's PPAP approval, Buyer shall pay the invoice for the Buyer Tooling within 30 days after successful completion of PPAP without regard to any approval by Buyer's customer.
5. **Shipments and Packaging.** All shipments will be made in accordance with the delivery terms designated on the front of the relevant Order or, if no delivery terms are expressed, FOB (as defined in Uniform Commercial Code Section 2-319) for domestic shipments or EXW (Incoterms 2000) for international shipments, in either case Argent's facility in Plymouth, Michigan or such other location as Argent specifies in an Order. Argent shall have the right to select the freight carrier, and Buyer accepts carrier selection by Argent unless Buyer timely specifies an alternative carrier in writing. Delivery of products to the carrier constitutes delivery to Buyer, title to products will pass to Buyer, and Buyer will have all risk of loss or damage at that time. Any claims against Argent for shortages or non-conformance that could, with due diligence, be discovered by inspection upon receipt, must be made within 10 days after receipt. Prices include packaging in accordance with Argent's standard practice. Argent will not sort products and will not be liable to Buyer for sorting charges of any kind unless prior notification has been given to Argent resulting in a mutually agreed upon sorting arrangement. Argent may make deliveries in installments with appropriate partial invoicing issued for each such installment. Any shipping date or delivery date stated represents Argent's estimate of when the products will be shipped or delivered. Argent is not liable for losses or added costs due to delivery delays. Without limiting the foregoing, Argent may, but will not be required to, shorten lead times and deliver products more quickly than originally estimated, in accordance with Buyer requests, but reserves the right to increase pricing accordingly, or impose break-in charges, for directly or indirectly affected products or shipments thereof. Each shipment of products to be delivered is to be considered a separate sale and Buyer will pay the agreed price for each shipment without regard to any failure to deliver any subsequent shipment of such products. Argent's breach or default in the delivery of any particular shipment will not give Buyer the right to refuse to receive any other shipment. Any back-ordered products will be considered a separate shipment. Time is not of the essence with respect to shipments and Buyer is not entitled to reject an otherwise conforming tender made within a reasonable time. Any failure by Buyer to pay for any shipment within the time stated for payment is an anticipatory material breach with regard to other shipments. Once Argent commences production of products and/or provision of services and/or determines a shipping or delivery date with regard to the same, Argent will be entitled to provide, ship, and/or deliver such products and/or services and receive payment therefor and Buyer may not revise the timing for receipt of such products and/or services.
6. **Security Interest.** Buyer grants to Argent a security interest in the products supplied under these Terms and any proceeds thereof and accessions thereto as security for Buyer's obligations (payment and otherwise) to Argent. Argent may file any financing statement and/or take any other action permitted by applicable law to perfect and enforce such security interest.
7. **Termination; Default.**
 - (a) **Termination for Default.** Either party may terminate an Order by written notice, without prejudice to its other rights or remedies if: (1) the other party files a petition in bankruptcy or assignment generally for the benefit of creditors, becomes insolvent, becomes, or admits that it is, unable to pay its debts generally as they become due, or has a third-party manager or receiver appointed over any of its assets; (2) the other party defaults under these Terms and does not remedy the default within 30 days (10 days in the case of payment defaults) following written notice requiring the default to be remedied.
 - (b) **Termination for Convenience.** Argent may, at Argent's sole discretion, cancel Orders upon receipt of written request from Buyer requesting cancellation, except that Orders or Order line items for products designated "non-cancelable or non-returnable", "NCNR" or other designation to that effect, or for custom products cannot be cancelled under any circumstances. Buyer will accept delivery and pay 100% of the purchase price of such Order line item(s). Any returned shipments must be approved by Argent in writing, with a valid RMA (as defined below) number issued to the Buyer, and sent FOB (as defined in Uniform Commercial Code Section 2-319) for domestic shipments or EXW (Incoterms 2000) for international shipments, in either case Argent's facility in Plymouth, Michigan or such other place as Argent reasonably designates.
 - (c) **Adequate Assurance of Performance.** In any circumstance where Argent has the right to demand adequate assurance of Buyer's performance (such as under Section 2-609 of the Uniform Commercial Code, where applicable), Buyer will provide such assurance within 10 days after demand by Argent.
 - (d) **Other Termination by Argent.** If, at any time Argent determines that the financial strength of Buyer is unsatisfactory, Argent may require payment for any shipment in advance or satisfactory security. If Buyer fails to make payments in accordance with these Terms or any Order or fails to comply with any provision of these Terms or any Order, Argent may terminate any Order as to unshipped portions of the products, terminate any applicable raw materials orders placed with its suppliers, and Buyer will remain liable for shipped products. If Argent elects to continue to make shipments after the Buyer has failed to make payment for the shipment in advance or fails to

- provide satisfactory security, any action by Argent shall not constitute a waiver of any default by the Buyer or in any way affect Argent's legal or equitable remedies for any such default. All products will be packaged for shipment by Argent in accordance with its standard practices as in effect from time to time. If Buyer requests any special packaging, such packaging and related dunnage shall be at Buyer's sole cost and expense. Argent will provide Buyer a quote for such packaging and dunnage following Buyer's request for special packaging requirements.
8. **Product Changes.** Argent may, at any time and without notice to the Buyer, change the product(s) in any way that does not adversely affect the form, fit or function of the product(s) in any material respect. If Buyer at any time directs changes or causes Argent to make changes to the product(s), drawings, or specifications of the products(s), or otherwise changes the scope of the work covered by an Order, including, but not limited to, work with respect to such matters as inspection, testing, or quality control, Argent may terminate the Order with respect to the items affected by such change(s) or equitably change the time for performance and/or the price of product(s) to take into account the changes.
 9. **Technical Assistance.** Argent will not be liable in any respect to provide technical advice, facilities or service in connection with any Order or the products supplied.
 10. **Assignment.** Any attempted assignment by Buyer of any Order or of any right under these Terms without the written consent of Argent will be void. Any valid assignment made hereunder shall be binding upon and inure to the benefit of successors and assigns of the Buyer and Argent.
 11. **Warranty.** Argent warrants solely to Buyer that each product supplied under these Terms will, for 90 days after shipment by Argent to Buyer or such shorter time as the nature of the product reasonably implies (the "Warranty Period"), conform to Argent's written specifications and be free from defects in material and workmanship during normal use and/or operation. Argent's sole and exclusive obligation, and Buyer's sole remedy for failure of any product to conform to the above warranty is, at the option of Argent, repair or replacement of the non-conforming product or a refund of the monies paid by Buyer for the non-conforming product. Buyer must notify Argent in writing of any nonconformity during the Warranty Period. Transportation charges for any product returned by Buyer to Argent in connection with a valid warranty claim will be at Argent's expense and for any product returned from Argent to Buyer will be at Buyer's expense. The warranty will not apply if the product: (1) fails, malfunctions or is damaged as a result of improper handling, improper storage conditions (including, but not limited to, where applicable, temperature and humidity), installation, maintenance, removal, modification or repair; (2) is accidentally damaged, subjected to abuse or improper use; (3) is altered or damaged so that Argent is unable to verify the defect with its normal test equipment; (4) Buyer's application of the product is to an incompatible substrate or is bent, contorted, or manipulated to any degree, any or all of which subjects the product to an environment that exceeds the product's specified range of operation or use, or (5) is not returned in the same or equivalent container in which it was shipped OR with the appropriate lot numbers, manufacturing dates, and shipper numbers. In no event shall Argent have any liability or responsibility for any defects caused by defective or inadequate tooling if such tooling was supplied by Buyer, or for design defects.
 12. **Product Returns.** Buyer may not return any product unless Argent approves in writing the return. Upon Argent's request, Buyer will provide to Argent samples of products alleged by Buyer to be eligible for return. All return documentation must contain Argent's Returned Materials Authorization ("RMA") number. Argent may refuse returned shipments not approved by Argent or not properly identified. The request for return approval must include serial number, part number, lot number, and date code (each as applicable), and full identification of products to be returned. Proper handling procedures must be used in the packing and shipping of all returns. Products must be returned in the same or equivalent container in which they were shipped with the RMA number clearly visible on the package. Buyer retains title and assumes all risk of loss relating to products returned for repair or replacement until Argent completes repair or identifies products as replacements.
 13. **Buyer Tooling.** "Buyer Tooling" means tools, jigs, dies, gauges, fixtures, molds, and patterns that Buyer provides to Argent for the purpose of manufacturing products or performing services for Buyer. Buyer may provide Buyer Tooling either by providing the tooling itself or by purchasing it as a product under an Order, paying for the same, and leaving it in Argent's custody as Buyer Tooling. Argent will identify and treat Buyer Tooling with care at least equal to that with which Argent keeps its own tooling of like importance, but in all cases with at least reasonable care. Where Buyer requires that Argent use Buyer Tooling in the production of products for Buyer, Buyer will supply to Argent Buyer Tooling as necessary to complete the production of the products ordered. If Buyer Tooling wears out under normal use, Buyer shall supply to Argent, or purchase from Argent, new or repaired Buyer Tooling. Argent will return to Buyer all Buyer Tooling within a commercially reasonable time after request FOB (UCC 2-319) for domestic shipments or EXW (Incoterms 2000) for international shipments Argent's dock at the place where Argent last used or stored the Buyer Tooling (provided, however, that, in the case of Buyer Tooling that constitutes products under an Order for which Buyer has not paid in full, Buyer must first pay the full purchase price of such Buyer Tooling). Argent may also require that Buyer take back Buyer Tooling that Argent no longer requires for production. If Buyer, by the 21st day after notice from Argent that Argent no longer requires the Buyer Tooling, has not either removed the Buyer Tooling from Argent's premises or given Argent instructions with regard to the disposition of the Buyer Tooling (and undertaken to pay for the same), Argent may dispose of the Buyer Tooling as Argent sees fit.
 14. **Disclaimers and Limitation of Liability.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11, THE PRODUCTS DELIVERED UNDER THESE TERMS ARE SUPPLIED "AS IS/WHERE IS" AND WITH ALL FAULTS ASSUMED. ARGENT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING WARRANTIES AS TO THEIR QUALITY, PERFORMANCE, VISUAL IMPERFECTIONS, COLOR OR TEXTURE ABNORMALITIES, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING IN THESE TERMS OR IN ANY ORDER TO THE CONTRARY, ARGENT WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF REVENUE OR PROFITS) ARISING FROM OR CAUSED, DIRECTLY OR INDIRECTLY, BY THE USE OR SALE OF PRODUCT BY BUYER OR ANY CUSTOMER OR SUCCESSOR HOLDER OF ANY PRODUCT; BY THE PERFORMANCE OR FAILURE OF ARGENT TO PERFORM UNDER THESE TERMS; BY ANY OTHER ACT OR OMISSION OF ARGENT; OR BY ANY OTHER CAUSE. IN NO EVENT WILL ARGENT'S TOTAL LIABILITY TO BUYER FOR ANY CLAIM EXCEED THE SUM PAID TO ARGENT BY BUYER FOR THE PRODUCTS SUPPLIED UNDER THE ORDER IN CONNECTION WITH WHICH THE CLAIM ARISES. NO ACTION MAY BE BROUGHT BY BUYER FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER SALE OF THE PRODUCTS TO WHICH SUCH CAUSE OF ACTION RELATES.
 15. **Indemnification.** Buyer shall defend, indemnify, and hold harmless Argent and its employees, officers, directors, agents, affiliates, subsidiaries, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, suits, actions, demands, damages, losses, liabilities, penalties, fines, costs and expenses (including, without limitation, legal fees) whatsoever that are incurred by or made against any of the Indemnified Parties and that arise out of or result from (i) the acts, omissions, negligence or willful misconduct of Buyer; (ii) any breach of these Terms by Buyer; or (iii) any claim by Buyer, any of its customers or any successor holder of any of the products, or any other person or entity, related to the products sold by Argent, or the purchase, installation, or use of such products, or any undertakings, acts or omissions relating to such products, to the extent such claim is not based upon a product defect proven to have been caused solely by Argent's negligence.
 16. **Fail-Safe or Critical Operations.** Argent's products are not designed, intended, authorized, or warranted to be suitable for use or resale as control equipment in, or for other applications related to, hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, direct life support, weapons systems, or other application in which the failure of a product could lead directly to death, personal injury, or severe physical or environmental damage. Buyer agrees not to use or permit to be used the purchased products for such fail-safe or critical applications, and further agrees to indemnify Argent and its agents against all actions, suits, proceedings, costs, expenses, damages, and liabilities, including legal fees, arising out of the breach of Buyer's obligations in this Section 16.
 17. **Confidentiality.** Buyer will, whether or not any Order may have terminated, keep in confidence and prevent the disclosure to any person, all information and data disclosed to it by Argent that is marked confidential or by its nature ought to be considered confidential, including quotes, business plans, technological techniques, manufacturing techniques or processes, prints, inventions, and research and development, and shall use such information and data exclusively for the purpose for which Argent disclosed it to Buyer. Notwithstanding the foregoing, Buyer will not be liable for disclosure of any confidential information if the same: (i) was generally known to the public at the time it was disclosed or becomes so known prior to its disclosure by Buyer, in either case without breach of these Terms by Buyer or any agent of Buyer; (ii) is disclosed with the prior written approval of Argent; or (iii) becomes known to Buyer from a source other than Argent without breach of these Terms by Buyer or breach by the source of any obligation of confidentiality.
 18. **Argent's Intellectual Property.** Except as expressly and particularly set forth in a separate written agreement signed by both parties, Buyer will obtain no right whatsoever in any copyright, patent, trademark, trade secret, mask work, or other intellectual property right of Argent, whether in consequence of these Terms, any Order, any transaction or dealing between Argent and Buyer, or otherwise. Argent reserves all such rights to itself.
 19. **Export Controls.** Unless an appropriate license, exemption or similar authorization has been duly obtained, Buyer shall not, nor shall Buyer authorize or permit its employees, agents, successors or assigns to, export or re-export any products to any country identified as a prohibited destination by any applicable laws or regulations. Furthermore, Buyer hereby agrees to undertake and perform all "denied party screening" or similar obligations imposed by or arising under applicable laws or regulations. Buyer agrees and acknowledges that, to the extent applicable, these commodities, technology and/or software will be/were exported from the United States or other country of origin solely in accordance with the United States Export Administration Regulations or other export regulations applicable in the jurisdiction of origin. Any diversion contrary to U.S. or other applicable law is prohibited. Buyer agrees to indemnify and hold harmless Argent from and against any and all claims, losses, expenses, suits, damages, costs,

- penalties and/or fines, including, but not limited to, attorneys' fees, known or unknown, arising from Buyer's acts or omissions under these Terms or any Order, including Buyer's breach of the terms set forth herein governing export or re-export activities.
20. **Governing Law; Jurisdiction; Venue; Severability.** These Terms and all Orders will be governed by and construed in accordance with the laws of the State of Michigan and the federal laws of the United States without regard for their conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or any Order. Any action or claim arising out of or related to these Terms or any Order may be brought only in the state courts of Michigan sitting in Oakland or Wayne Counties or in the United States District Court for the Eastern District of Michigan – Southern Division and Argent and Buyer each irrevocably consent to the jurisdiction of, and venue in, such courts. If any provision of these Terms is held to be illegal or unenforceable, the remaining provisions will continue in full force and effect.
 21. **Use of Products.** Buyer shall use, and require its employees, contractors, and agents to use, all available safety precautions, in addition to any specifically set forth in any manuals, material safety data sheets, technical data sheets, instruction sheets, if any, furnished by Argent (or available from raw material suppliers) relating to Argent's products. If Buyer does not receive material safety data sheets for any product from Argent, Buyer will request them from Argent. If Buyer fails to strictly observe each and every one of the obligations set forth in this [Section 21](#) or if Buyer's use of any of Argent's products is in violation of any standard or rule of the American National Standards Institute or Occupational Health and Safety Act, or other workplace law, regulation, or standard, Buyer will indemnify, defend, and hold harmless the Indemnified Parties from and against any and all claims, demands, damages, actions, and causes of action, as well as any and all liability, loss, or expense of any kind, including reasonable attorney's fees arising from, connected with or in any way pertaining to any such failure by Buyer.
 22. **Notification.** Buyer shall notify Argent promptly, and in any event within 30 days, after any accident or failure involving Argent's products that results in personal injury or damage to property and shall cooperate fully with Argent in investigating and determining causes of such accident or failure. In addition to the indemnity provided for in [Section 21](#), as a separate condition of these Terms, Buyer will indemnify, defend and hold harmless Argent in the same manner as in [Section 21](#) arising from any accident or failure when Buyer has failed to make timely notification as required by this [Section 22](#).
 23. **Attorney Fees.** Buyer will pay Argent's reasonable attorneys' fees and other costs and expenses for any legal or equitable action undertaken by Argent to enforce these Terms or the provisions of any Order.
 24. **Errors.** Any and all typographical errors or other clerical errors made by Argent in these Terms, in Argent's quotations or communications, or any Order are subject to correction by Argent.
 25. **Force Majeure.** Argent will not be liable for failure to deliver, or for delay in delivery of, the products to the extent arising out of or related to causes beyond its reasonable control, including, without limitation, acts of God or of the public enemy, acts of any governmental authority, fires, floods, other casualties, severe weather, utility failures or interruptions, epidemics, quarantine restrictions, strikes, labor disputes or shortages of labor (whether involving employees of Argent or employees of others and regardless of responsibility or fault on part of any employer), embargoes, wars, riots, civil commotion, shortage of rail cars or semi-trailers and trailers, delays in transit or inability to secure necessary parts or materials (whether at all or at commercially reasonable prices). In no event will Argent be liable for any loss or damage, including in particular, direct, incidental, indirect, special, punitive or consequential damages (including loss of profits) due to any failure to deliver or delay in delivery. If Argent is wholly or partially unable to perform because of any cause beyond its reasonable control, Argent may allocate production and deliveries among Argent's customers or may terminate the Order without any further liability to Buyer.
 26. **Remedies Cumulative.** All rights and remedies of Argent under these Terms and any Order are cumulative. No pursuit or receipt by Argent of any particular remedy will constitute an exclusive election of remedies and Argent will have the benefit of all remedies available at law or in equity.
 27. **Third Parties.** There are no third-party beneficiaries of any obligation of Argent, whether under these Terms or otherwise.
 28. **Third-Party Terms.** Under no circumstances will Argent be obliged or liable to Buyer or to any third party with respect to any representation, warranty, covenant, duty, or liability to any third party, whether as part of a "directed sourcing" arrangement or otherwise. Without limiting the foregoing, Argent expressly disclaims and rejects any obligation of any kind to comply with any terms or conditions of Buyer's direct or indirect customer(s), regardless of any obligation to such persons taken on by, and/or imposed upon, Buyer and regardless of whether Argent is aware of any such requirement upon Buyer. Argent will be liable to any third party, if at all, solely according to such separately negotiated, written, and signed agreement, if any, as Argent actually negotiates and executes with such third party.
 29. **Entire Agreement.** These Terms, together with any additional terms contained in an Order, embody the entire agreement between the parties with regard to the subject matter hereof and thereof and supersede all other prior agreements between the parties with regard to such subject matter. Neither these Terms nor any Order may be modified, except in writing and signed by the party against whom enforcement is sought.

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