

THE INFORMATION CONTAINED IN THIS DOCUMENT IS THE PROPERTY OF:
Chainworks Inc.

Definitions

The term "Seller" as used herein refers to Chainworks Inc.

The term "Buyer" as used herein refers to the customer it assigns, or agents who enter into this contract on its behalf.

Terms and Conditions

1. **Acceptance of this offer is expressly limited to the acceptance of all the terms and conditions stated herein.** If there is any inconsistency between this offer and any terms and conditions appearing on a written acceptance sent by Buyer, the terms and conditions of this offer shall govern and control the contract.
2. This order may be accepted by any written confirmation sent from Buyer by e-mail, fax, mail, or other modes of correspondence. The sending of a purchase order or other written confirmation, or payment for any shipment made pursuant to this offer, shall constitute acceptance of all of the terms herein. The earliest of the methods of acceptance named herein shall be the date on which this contract is formed.
3. Unless otherwise stated in the original quote, this is a requirements contract that requires Buyer to Purchase all of its requirements for the good(s) and services identified in the quote for the entire duration of Buyer's production platform. Buyer shall purchase the parts identified for as long as Buyer utilizes them or any subsequent parts of similar design that substitutes for the same application. In no event shall the duration of this contract be less than one (1) year.
4. The price quoted herein is subject to change based on economic factors beyond the control of Seller. If cumulative fluctuations in costs greater than five percent (5%) in the areas of materials, manufacturing, shipping, or currency exchanges occur during the term of this contract, Seller may adjust the price in a fair and reasonable manner to accommodate said changes. Prices are further subject to change following final technical review of specifications and end use applications. In addition, any changes in design, quantity, materials, shipping, or other changes requested by Buyer after acceptance of this order may result in an increase or decrease in price.
5. All tooling charges are to be paid in advance upon PPAP approval prior to any preproduction of goods sold.
6. Payment terms are for net forty-five (45) days.
7. Buyer must accept this Offer within thirty (30) days of the date found on the front of the Offer. Any acceptance submitted after that date may be ratified only by a written confirmation signed by an authorized representative of the Seller.
8. The contract resulting from the acceptance of this Offer is to be construed and governed by the laws of the State of Michigan. Any dispute arising out of this contract or Seller's and Buyer's relationship shall be resolved in the state or federal courts of Kalamazoo County, State of Michigan.
9. This contract shall not be subject to arbitration.
10. Buyer shall be responsible for all losses resulting from Buyer's non-acceptance of goods delivered under this contract along with any consequential or incidental damages arising therefrom.
11. All sales are final. Seller makes no warranty of merchantability or fitness as to the items sold. Any items sold by Seller are sold "as is" and no warranty is provided. Buyer is to conduct an independent inspection of all goods and goods are considered accepted seven (7) days after delivery to Buyer.
12. Seller shall not be responsible for any damages resulting as a consequence of late delivery or loss of any of the goods ordered by Buyer. Buyer is expected to insure against these losses on its own. Seller shall use all reasonable efforts to comply with Buyer's request as to transportation methods and dates of shipment.

13. Seller reserves the right to use alternate methods of shipment or to change the shipping date in the event the dates and methods agreed upon become impracticable.
14. Seller shall notify Buyer within a reasonable time in the event of any change in shipment of goods.
15. Seller shall not be responsible for any additional charges occasioned by the changes and methods or date of shipment or for any consequential or incidental damages arising as a result of those changes.
16. Seller shall not be responsible for any delays in the performance of its suppliers resulting in whole or part from unforeseen circumstances including, but not limited to, weather delays, fires, labor disputes, substantial material shortages, wars, riots, transportation shortages, lockouts, or embargoes. The Buyer acknowledges that the described events are beyond the control of Seller and waives any claims for non-performance or breach that result from same.
17. Claims made by Buyer relating to the condition of any goods sold shall be noticed in writing to Seller within seven (7) days of the acceptance of those goods by the Buyer. Failure to give written notice constitutes a waiver by Buyer of those claims.
18. Any action brought for breach or breaches of this contract shall be filed in a court of competent jurisdiction within one (1) year of the date when the first breach occurred.
19. Seller shall not be responsible to indemnify or defend Buyer for any liability, damages or claims arising out of the sale, delivery, or use of products sold. Seller hereby assigns any right of indemnification it has by way of contract with its suppliers to the Buyer.
20. The remedies set forth herein shall be cumulative and in addition to any other remedies at law or in equity.
21. The prevailing party in an action to enforce this contract shall be entitled to its actual costs and fees. This includes legal fees accruing prior to and during litigation, expert witness fees, and any research or administrative costs associated with an action arising out of a breach of this contract.
22. These terms and conditions are severable so that if any are found to be unenforceable at law or in equity the others shall remain in effect.
23. A waiver of rights or modifications of these terms shall not occur unless in writing and signed by an authorized agent of the Seller. Waiver of one or more of the terms herein shall not bar enforcement of any term subsequent to that waiver.
24. The terms and conditions set forth in this Offer constitute the entire agreement of the contract between Seller and the Buyer. There is no verbal understanding or agreement different than the terms stated herein.

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