



Standard Terms and Conditions of Sale

1. **Scope of the Work.** The scope of the Work shall include the Equipment, any licensed Software, the Services, if any, and the Warranty, each as defined in the Contract Documents.
2. **Change Orders.** The parties, without invalidating the Agreement, may modify the scope of the Work. The modifications shall be referred to as "Change Orders." The parties shall mutually agree in writing as to the cost or credit from a Change Order as well as any modifications in delivery time; which written agreement shall be an express condition precedent to the effectiveness of any Change Order. Rockstar Digital shall not perform any Change Order or change directive or any other such modification order without the prior written approval of both parties.
3. **Software.** All Software, including firmware, which is furnished to Purchaser, is licensed to the Purchaser per the terms and conditions of the Software License.
4. **Conditions Precedent.** The obligations of Rockstar Digital in this Agreement are subject to the express condition precedent that Purchaser shall perform its obligations under the Agreement. Rockstar Digital may, in its sole discretion, waive these conditions.
5. **Payment Terms.** Payment terms shall be pay with order or as otherwise stated on the quote or the Standard Sales Agreement. If the Payment Terms in this Section 5 and the quote or Standard Sales Agreement are inconsistent, then the Payment Terms stated in the quote or Standard Sales Agreement shall control. Rockstar Digital reserves the right to require payment in advance and to otherwise modify credit terms based upon the credit review. Rockstar Digital will include a monthly service charge of 1.5% per month on amounts outstanding after the due date. Rockstar Digital may accept partial payment in an amount less than the full amount of any invoice, but such acceptance shall not constitute a waiver of Rockstar Digital's right to collect the remaining balance, notwithstanding Rockstar Digital's endorsement of a check or other negotiable instrument. Purchaser shall be liable for any and all costs and expenses (including attorney's fees) incurred by Rockstar Digital in enforcing any provision of this Agreement.
6. **Cancellation.** In the case Purchaser cancels an order for convenience, Rockstar Digital, in its sole discretion, may charge a cancellation and restocking fee of up to 50% of the purchase price to recover costs.
7. **Delivery and Risk of Loss.** All purchases shall be delivered FOB Rockstar Digital's facility in Rochester, Michigan. Purchaser shall bear the risk of loss once the Equipment is delivered to the Purchaser at the Rockstar Digital's facility. Rockstar Digital shall coordinate the shipment of the Equipment and shall ship the Equipment in accordance with Purchaser's instructions. Rockstar Digital shall not be responsible for damage occurring to the Equipment during shipment. If for any reason Purchaser is not able to take delivery of the Equipment, Rockstar Digital may, at its sole discretion, store the equipment. All costs of the storage, including taxes and insurance, shall be immediately payable by Purchaser upon demand by Rockstar Digital.
8. **Installation.** Subject to the terms and conditions of the Agreement, the Purchaser shall perform its respective obligations, if any, as designated on in the Contract Documents. Purchaser shall fully cooperate with Rockstar Digital in connection with the installation of the Equipment. The Purchaser agrees and acknowledges that Rockstar Digital may subcontract any of the Work to third parties selected by Rockstar Digital; provided, however (i) nothing herein shall create any contractual relationship between the Purchaser and any subcontractor; and (ii) Rockstar Digital shall be fully responsible hereunder for the performance, actions and omissions of Rockstar Digital's employees, all subcontractors and all other persons or entities performing any of the Services on the project described herein, as if such performance, actions and omissions were those of Rockstar Digital.
9. **Acceptance; Substantial Completion.** Unless otherwise provided for, Acceptance shall be defined as follows. In the case of the sale of Equipment without installation by Rockstar Digital, Acceptance shall be accomplished upon delivery of the Equipment. In the case of the sale of Equipment with installation by Rockstar Digital, Acceptance shall be accomplished upon: (a) Substantial Completion (as defined below); and (b) the provision of all Services in accordance with the requirements of this Agreement, (except services which are on-going in nature, such as warranty services); (c) the completion and documentation of testing and other reviews demonstrating that the Equipment and the Services meet all the requirements of this Agreement; and (d) delivery to the Purchaser of such testing and review documentation.

"Substantial Completion" means the operational availability of the Equipment to the Purchaser in accordance with its specifications, without regard to punch-list items, or other non-substantial items which do not affect the operation of the Equipment.
10. **Title.** Title to the Equipment shall pass from Rockstar Digital to the Purchaser upon Substantial Completion. No transfer, renewal, extension or assignment of this Agreement or of any interest therein shall operate as a payment or transfer of title to the Purchaser or in any manner relieve the Purchaser of its obligations. No title shall pass to Purchaser with respect to Software which is furnished, solely on a license basis.
11. **Security Interest.** Rockstar Digital reserves, and Purchaser grants to Rockstar Digital, a first priority, purchase money security interest in the Equipment until such time as the Purchase Price has been received in full by Rockstar Digital. Purchaser shall execute and deliver such further documents as reasonably requested by Rockstar Digital to preserve and perfect such security interests, including but not limited to Uniform Commercial Code financing statements, if applicable.
12. **Lien Waiver.** Upon payment of all amounts owed under the Agreement and subject to any additions or subtractions by Change Order, Rockstar Digital shall irrevocably waive and release any and all rights to serve or record any lien, verified statement of claim, or claim against any payment or performance bond arising from Rockstar Digital's provision of the Work.
13. **Warranty.** The Standard Warranty and Limitation of Rockstar Digital's Liability (the "Warranty"), is the complete and final warranty with regard to the Equipment. The obligations of Rockstar Digital under the Warranty are limited to replacing, repairing or giving credit for, any of the Equipment which shall, within the warranty period, fail due to faulty design, workmanship, manufacture or installation. Purchaser acknowledges and agrees that the provisions of the Warranty constitute the sole and exclusive remedy available to it with regard to said defective Equipment.
14. **Warranty Disclaimer.** EXCEPT AS SET FORTH IN THE STANDARD WARRANTY AND LIMITATION OF ROCKSTAR DIGITAL'S LIABILITY, ROCKSTAR DIGITAL EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Critical and unforeseeable factors beyond the control of Rockstar Digital prevent it from eliminating all risks in connection with the use of the Equipment. Purchaser acknowledges and assumes all risks and liability resulting from the handling, storage and use of the Equipment. The Warranty shall become null and void if the Purchaser alters the Equipment or the Software in a manner inconsistent with the specifications of the Equipment or the Software. Further, the Warranty shall become null and void if the Purchaser, its employees, agents, representatives or subcontractors performs repairs to the Equipment, without the express written consent of Rockstar Digital.
15. **Confidentiality.** To the greatest extent permitted by law, Purchaser shall consider all information, including the terms and conditions of this Agreement, furnished by Rockstar Digital to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than fulfillment of this Agreement unless Purchaser obtains written permission from Rockstar Digital to do so. This confidentiality requirement shall apply but is not limited to drawings, specifications, or other documents prepared by Rockstar Digital for Purchaser this Agreement. Purchaser shall provide confidential information only to those of its agents, servants and employees who have been informed of the requirements of this paragraph and have agreed to be bound by them. The provisions of this paragraph shall survive termination of the Agreement.



Standard Terms and Conditions of Sale (continued...)

16. Use of Image. Purchaser agrees and consents to allow Rockstar Digital to make reference to the installed Equipment, the Purchaser or the premises, use their respective logos, trademarks or any other graphical representation of the Equipment, or use photographs of the installed Equipment or list the installed Equipment and facility in any material of any kind used or produced by or at the direction of Rockstar Digital of any kind, without the prior written consent of the Purchaser; provided, however, that Rockstar Digital may not, without prior written consent do any of the foregoing in a manner which implies endorsement by Purchaser.

17. Default. Rockstar Digital reserves the right to terminate this contract and accelerate all amounts due and payable if Purchaser fails to make payment to Rockstar Digital within ten days of the agreed payment dates or otherwise fails to comply with this Agreement, or any proceeding is filed by or against Purchaser in bankruptcy. Rockstar Digital reserves all its rights (both legal and equitable) under the contract, applicable statutes, or the common law. Selection of a remedy by Rockstar Digital shall in no way be construed as a waiver of other remedies available to Rockstar Digital. If Purchaser fails to perform any covenant or obligation under this Agreement or any other agreement that Purchaser has with Rockstar Digital, including without limitation the failure to pay when due any amounts owed to Rockstar Digital under this Agreement or any other agreement between the parties, Rockstar Digital shall be excused from the performance of any of its obligations under this Agreement and any other Agreement it has with the Purchaser until such time as said default is cured, if ever.

18. Indemnity. Rockstar Digital shall indemnify, defend and hold harmless the Purchaser and their respective subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any and all liability, losses, damages, costs or expenses (collectively, "Losses") arising out of or in any way related to: (i) any material breach of this Agreement by Rockstar Digital; (ii) any negligent act or omission by Rockstar Digital or its personnel, agents, subcontractors, or others engaged by Rockstar Digital or under Rockstar Digital's control related to the execution of this Agreement; (iii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right regarding the Equipment or the Software and its components; or, (iv) any fine or assessment with respect to any violation or alleged violation of any Applicable Laws regarding safety or health.

To the greatest extent permitted by law, the Purchaser shall indemnify, defend and hold harmless Rockstar Digital and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns from any and all Losses arising out of or in any way related to: (i) any material breach of this Agreement by the Purchaser; or (ii) any negligent act or omission by the Purchaser or its personnel, agents, subcontractors, or others engaged by the Purchaser or under their control (other than Rockstar Digital or its personnel, agents, subcontractors, or others engaged by Rockstar Digital or under Rockstar Digital's control), or (iii) any claim against Rockstar Digital by reason of or alleging any unauthorized or infringing use by Rockstar Digital of any copyright, trademark, or other intellectual property right provided by Purchaser and used by Rockstar Digital at the direction of the Purchaser.

19. Existing Structure. Except to the extent Rockstar Digital is specifically responsible for any structural element per the Agreement, Purchaser represents and warrants that the existing structure, including without limitation any existing steel, walls, columns, trusses, footings, hoists attachment points, wiring, power supplies, or any other foundation or existing structural elements (the "Existing Structure") shall be adequate to support the weight, size, wind load, and all other technical specifications of the Equipment and shall hold Rockstar Digital harmless from any failure of any Existing Structure.

20. Limitation of Liability. Rockstar Digital's liability shall be limited solely to the repair or replacement of the Equipment or giving credit for the Equipment under the warranty clause herein, if the applicable warranty period described in that clause has not expired. The damage limitation provided in this Agreement and the remedies stated herein shall be exclusive and shall be Purchaser's sole remedies. The parties agree that in no event whatsoever shall the liability of either party exceed the amount of the purchase price. It is agreed that in no event shall either party be liable for special, incidental, consequential or indirect damages, regardless of cause. Purchaser explicitly accepts the provisions of this paragraph in return for the prices granted for the Equipment. Purchaser understands and agrees that the prices granted herein would be higher in the absence of this limitation of liability. No action against Rockstar Digital shall be commenced more than one year after the accrual of the cause of action. Rockstar Digital shall have no liability with respect to claims relating to or arising from use of third-party products and services.

21. Choice of Law; Jurisdiction. These Standard Terms and Conditions of Sale will be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to its conflict of laws provisions or your actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with Rockstar Digital's Product or Service will be brought solely in Macomb County, Michigan, and you consent to the jurisdiction of such courts.

22. Force Majeure. Rockstar Digital shall be excused from any liability under this Agreement for any delay in performance or failure to perform which delay or failure to perform is caused by circumstances which are beyond the reasonable control of the Rockstar Digital, including without limitation acts of God, natural disaster, labor or material shortages, war, earthquakes, acts of terrorism, etc.

23. Assignment. Unless otherwise stated, this Agreement may not be assigned by either party without the written consent of the other party; provided, however, that Rockstar Digital may assign its rights to receive payment from Purchaser without consent from the Purchaser.

24. Acceptance of Terms. Rockstar Digital's acceptance of Purchaser's order is on the express condition that only the terms and conditions set forth herein shall apply to the sale. Any term, provision or condition in conflict with, in addition to or in modification of any of the terms and conditions herein shall not be binding upon Rockstar Digital unless an authorized representative of Rockstar Digital accepts such term, provision or condition in writing. Rockstar Digital's failure to object to any term or condition contained in any communication from Purchaser shall not be deemed a waiver of the terms and conditions herein.

25. Taxes. Unless otherwise stated, the Purchase Price is exclusive of federal, state and local taxes, including without limitation sales, use, excise, privilege, transactional, gross receipts, ad valorem or any other transactional tax or customs and duties ("Tax" or "Taxes") paid or payable by Rockstar Digital, however designated, levied or based on amounts payable to Rockstar Digital under or in connection with this Agreement. Purchaser shall immediately pay upon demand the full amount of any such applicable Tax and shall hold harmless and indemnify Rockstar Digital from the claims of any governmental authority asserting that any such Tax is due and payable. Purchaser must present an exemption certificate if it claims any exemption from Tax. Absent presentation of an exemption certificate, all applicable Taxes shall be added to the purchase price of the Equipment.

26. Miscellaneous. This Agreement shall be governed by the laws of the state of Michigan without regard to its conflict of law principles. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. The parties consent to the jurisdiction and venue of the courts of Michigan for any action, suit or proceeding. This Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement and may not be modified except by writing. This Agreement may not be amended or altered in any manner except in a writing signed by both parties. This Agreement may be executed in counterparts. Each party hereto shall pay its own expenses, including without limitation accounting and attorneys' fees, in connection with this Agreement. The Purchaser and Rockstar Digital are not partners or joint ventures. If any part of this Agreement is in any manner held to be invalid, illegal, void, or to be in conflict with any law, then the validity of the remaining portions or provisions of this Agreement shall not be affected, and such part, term, paragraph or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Agreement to the maximum extent permitted by law.