Motion Index Drives, Inc.
Terms and Conditions of Sale

1. General: All orders for products manufactured and/or supplied by Motion Index Drives, Inc. (hereinafter "Motion") shall be subject to these terms and conditions of sale. No modifications or additions to these terms and conditions shall be valid unless agreed to in writing by Motion.
   THE USER IS AWARE OF THE PURPOSE FOR WHICH THE DRIVE UNIT WAS INTENDED. ANY USE OTHER THAN FOR THIS PURPOSE OR IN EXCESS OF GIVEN SPECIFICATIONS, SUCH AS OPERATING AT A HIGHER SPEED, OVERLOADING OR OTHER FITTING POSITIONS, WILL BE CONSIDERED MISUSE OF THE UNIT. THE MANUFACTURER DOES NOT ACCEPT ANY LIABILITY FOR DEFECTS ARISING FROM SUCH MISUSE.
   a) Moving parts can endanger life and limb of personnel during installation and operation. The user must take steps to ensure that appropriate safety measures are carried out. If the unit is fitted with electrical equipment, the safety instructions of the manufacturer must be complied with
   b) It is essential that proper guarding be provided by the machine builder to protect the operator during table index.
      1. Check if guarding is properly installed.
      2. Table should not operate if guard is removed.
   c) All rotating items such as tool-plate and fixtures should be painted "Safety Orange".
   d) After any machine repair or machine set-up, operate rotary index table first with jog-speed motor (if applicable). This will ensure table indexes properly before machine is operated on high-speed index.
2. Quotations: Price quotations by Motion are subject to change without notice. All products sold are subject to the price in effect at the time of shipment.
3. Taxes: Price quotations do not include sales, use, excise or other taxes payable to any governmental authority with respect to the sale of Motion's products. Thus, purchaser shall be responsible for same; including those Motion may be required to pay.
4. Payments: Unless otherwise agreed to by the parties, all payments on products are to be made within thirty (30) days from date of invoice. Motion reserves the right to charge interest on any balance outstanding at 1.5% per month.
5. Acceptance, Changes and Cancellation: No order or offer shall be binding until accepted in writing by Motion. Motion shall not accept any order or offer changes unless such are agreed to by Motion in writing. Purchaser shall pay, if necessary, any additional amounts to the original purchase price for same as determined, by Motion, in its sole discretion. Any order or offer, when placed with and accepted by Motion, shall not be subject to cancellation unless agreed to in writing by Motion. Cancellations are subject to reasonable charges based upon expenses already incurred and commitments made by Motion.
6. Delivery: Any indicated dates of delivery are approximate only. Motion shall not be liable for delays in manufacturing or delivery or failure to manufacture or deliver due to any event in the nature of force majeure or any cause beyond Motion's control. Motion will not be bound by any penalty clause contained in any specification or order submitted by the purchaser unless such clause is agreed to in writing by Motion. Delivery of products shall be made FOB Motion, unless otherwise agreed to in writing by Motion.
7. Regulatory Laws or Standards: Motion makes no representation that its products conform to state or local laws, ordinances, regulations, codes or standards.
8. Limited Warranty: Motion warrants all its products against defects in material and workmanship for a period of ten (10) years from the date the product is placed in service to a maximum of one hundred twenty six (126) months from date of shipment. Parts subject to replacement due to operational wear and tear are not covered by this Limited Warranty. Notwithstanding the foregoing, any equipment or components of the products not of Motion's own manufacture is sold under only such warranty as the maker thereof gives Motion and Motion is able to enforce, but such items are not warranted by Motion in any way. Use of products above related capacity, misuse, field alterations of products, damage due to lack of maintenance or improper storage, neglect or accident are also excluded from this Limited Warranty.
   This Limited Warranty is effective provided:
   a) The purchaser notifies Motion in writing of the alleged defect immediately after it becomes known to the purchaser; and
   b) No alterations, repairs, or services have been performed by the purchaser or third parties on the products without written approval of Motion.
   Motion's obligation under this Limited Warranty is limited to the repair or replacement of any part or parts found to be defective in material or workmanship. Motion shall, in no event, be liable to the user/purchaser under this Limited Warranty, or otherwise, for claims, expenditures or losses arising from operational delays or work stoppages or damages to property or people caused by defective products or for consequential or indirect damage of any nature whatsoever.
   THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
9. Assignment: No contract to purchase goods from Motion may be assigned by the purchaser without prior agreement in writing by Motion.
10. Security Interest: Unless and until the products are fully paid for, Motion reserves a security interest in them to secure the unpaid balance of the price and all other obligations of the purchaser to Motion however arising. The purchaser hereby grants Motion a power of attorney to execute and file on behalf of purchaser all necessary financing statements and other similar documents required to protect the security interest granted herein.
11. Limitation of Damages: In the event of breach of this agreement by Motion, the rights of the purchaser are limited to the amount therefore paid to Motion for the goods. THE PURCHASER SHALL HAVE NO RIGHT TO CONSEQUENTAL OR INDIRECT DAMAGES WHETHER FOR INJURIES TO PERSON, PROPERTY, OR OTHERWISE.
12. Default: If the purchaser defaults in performing any of its obligations to Motion under this agreement or any other agreements, Motion may, at its option and without incurring any liability thereby, elect to terminate this agreement, or terminate any or all other agreements with the purchaser, or terminate this agreement together with any or all such other agreements. Furthermore, Motion shall have a right to all of its legal remedies, including the collection of all damages sustained, including, but not limited to, loss of profits, actual attorney fees, interest, etc.
13. Insolvency: If the purchaser becomes insolvent or ceases doing business or is the subject of any proceedings under any bankruptcy, insolvency, reorganization or agreement, statute or law, such act shall, at the option of Motion, be deemed a default under this agreement and Motion may elect to cease performing and cancel this agreement with respect to any products not delivered or received prior to the election. All of the foregoing shall be without prejudice to recovery by Motion of damages for work performed and for loss of profits and material and products delivered.
14. Miscellaneous: The provisions of this agreement shall be governed and construed in accordance with the laws of the State of Michigan. These terms and conditions set forth the entire understanding and agreement of the parties hereto in respect to the subject matter hereof and all prior undertakings between the parties hereto, together with all representations and obligations of such parties in respect to such subject matter, shall be superseded by and merged into this agreement. No provisions hereof shall be waived, changed, terminated, modified, discharged or rescinded orally or otherwise except by writing signed by the party to be charged by any such waiver, change, termination, modification, discharge, or rescission. No waiver of any breach of any provision of this agreement shall constitute an amendment or modification of this agreement, or any provision thereof. If any provision of this agreement shall be held to be unenforceable or inapplicable in any way or respect, such holding shall not affect the enforceability of any other provision of this agreement under any circumstances. The provisions of this agreement shall bind and inure to the benefits of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.