



## **General Terms and Conditions - Services**

### **Introduction**

The terms and conditions associated with a scope of work are unique and complex. Therefore, testing/services performed under a specific quote shall be governed by the following terms and conditions:

1. **Definition:**

As used herein, the following definitions shall apply:

- a. "Company" means LINK.
- b. "Customer" means the Company, corporation, agency, entity, or individual to whom the quotation is addressed.
- c. "Parties" means both the LINK and the customer.

1. **Quotation:** The quotation, as provided by LINK, shall consist of a formal quote, and a copy of these General Terms and Conditions.
2. **Contract Agreement:** The customer, when placing an order with LINK, agrees that the "Quote," including these "Terms and Conditions," and the customer's "purchase order" shall constitute the entire contract and agreement between the Parties. However, no like statement on the customer's purchase order that states the Customer's Terms and Conditions apply, will negate the LINK Terms and Conditions unless the Customer's Terms and Conditions are accepted and signed by an Officer of LINK before the commencement of any testing / service.
3. **Customer's Purchase Order\Prepayment:** Customer accepts LINK's terms and conditions in place of the Customer's Terms and Conditions on any orders\payment placed with LINK, and in the event of any disparity, LINK's Terms and Conditions shall govern.
4. **Acceptance:** Any purchase order delivered by Customer to LINK shall not constitute a binding contract until it is accepted and acknowledged by LINK. No testing/service will commence until after such acknowledgment and acceptance have been returned to the customer.
5. **Disclosure of Law:** Any contract made by the Parties shall be governed by the laws of the state of Michigan and shall be construed without regard to which single party prepared these General Terms and Conditions. In the event of any dispute, if it becomes necessary, the parties agree to arbitration under the rules and procedures established by the American Arbitration Agreement.
6. **Credit & Payment:** The acceptance of any purchase order by LINK shall be contingent upon its approval of the customer's credit. Terms of Payment under any contract shall be negotiated at or before LINK's acceptance, taking into consideration LINK's credit investigation of the customer. If the customer's credit is unsatisfactory to LINK or there are other factors of consideration, the later reserves the right to require payment or partial payment before the commencement of testing/service. All payments shall be in United States dollars as stated on the quote. If the services performed requires more than one (1) month for completion, the customer will make monthly billings of the actual work completed each month. If the customer fails to make payment per the agreed terms of payment, LINK shall have the right to cease work and make all invoices immediately due, and, at its option, LINK may establish new terms of payment. The Billing terms are: Net 30 days, unless otherwise stated. If it becomes necessary to initiate any legal action against the customer to collect any unpaid balances, including late fees, the customer agrees that all costs associated with such action including, but not limited to, collection fees, attorney fees, court costs, etc. This shall become the responsibility of the losing party to said legal action and will immediately become due and payable to the prevailing party.
7. **Scheduling & Interruptions:** LINK agrees to provide the customer with a timely schedule for the start of any Statement of Work. If for any reason the 'SOW' is delayed, interrupted, or canceled at customer's direction or by the failure of items under 'SOW,' the completed portion of LINK's work will be billed to the customer and shall become due and payable per the agreed terms of payment. Any delay, interruption, or alteration resulting in additional time and/or materials expended to complete the 'SOW' that results in additional costs to LINK will be passed onto the customer, and it is agreed that these additional costs are the responsibility of the customer.
8. **Insurance:** The parties agree that loss or damage to property that may happen in the ordinary course of business shall be limited to the lesser of its cost of repair or its fair market value. In the case of prototype/preproduction components & fixtures, the replacement cost shall be that of a comparable commercially available part.
9. **Liability:** In no event shall LINK, its officers, and employees be liable for incidental, consequential, or special damages of any kind whatsoever. Further, LINK's liability for damages in any events shall not exceed the payment, if any, received by LINK for the services furnished or to be furnished, as the case may be, which is the subject of any subsequent claim or dispute.
10. **Quotation Terms:** The quotation shall remain in effect for thirty (30) days from its effective date. Exceptions will be outlined in the quote and General Terms and Conditions.
11. **Pricing:** The prices contained in the quotation apply directly to the 'SOW' at hand per the agreed specifications and shall not be binding upon LINK as the basis for subsequent pricing, repeat testing/service, additions, and/or omissions to the program or parts thereof. The prices quoted for materials purchased by LINK from independent sources for the performance of the work in the quotation are subject to modification per the price paid by the customer at the time of delivery.
12. **Delays:** The parties hereto shall be excused for failure to perform any part of this agreement to the extent that performance by such party is prevented directly or indirectly by an occurrence commonly known as force majeure, including, without limitation, delays arising out of acts of God, acts or orders of a government, agency or instrumentality thereof (whether fact or law), acts of a public enemy, riots, embargoes, strikes or other concerted acts of workmen (whether of either party or other persons), casualties or accidents, delivery of materials, transportation or shortage of cars, trucks, fuel, power, labor or materials, or any other causes, circumstances or contingencies within or without the United States of America, which are beyond such party's control. Notwithstanding any events operating to excuse the performance by either party, this agreement shall continue in full force for the remainder of its term.

13. **Transportation:** The customer shall be responsible for the actual cost of transportation of the customer's property to and from the LINK's facility and ALL insurance costs covering any losses during transit. It is the customer's responsibility to notify LINK of any insurance coverage needed, otherwise the property will be return-shipped with only the insurance coverage typically provided by the common carrier.
14. **Data Verification:** If the customer requests verification of any part of the report, the customer shall notify LINK within 30 days of LINK's submission of the report to the customer. Any failure to request verification during such a period constitutes an acceptance of the report. Should any additional work be required for verification purposes, LINK shall be entitled to the reasonable value of the additional work involved, provided the original findings are verified. Payments for any testing/service and applicable verification report shall not be contingent upon the acceptance and/or approval of any third party.
15. **Specifications:** If LINK is requested to submit a quote without having first received and reviewed the applicable specifications, any prices submitted shall be subject to revision when such specifications are made available to LINK.
16. **Tax Responsibility:** Any tax imposed by federal, state, or other governmental authority on the sale of any property or the performance referred to in the quotation shall be paid by the customer which amount is in addition to the quotation price.
17. **Warranty:** LINK warrants only the testing/services provided by it conform, at the time of delivery, to the specifications or other technical descriptions set forth on LINK's offer. No other warranties or representations of any kind apply to this offer. Test reports contain only findings and results based on the specific test procedures and standards listed in LINK's quote.
18. **Customer Furnished Equipment:** In the event that a resultant purchase order provides for the use by LINK of any Customer furnished equipment, material, tooling, etc., the customer represents and warrants to LINK that any such equipment, material, and tooling shall conform to all applicable specifications and understandings between the Parties and shall in all other respects be suitable for the intended purpose. In no event will LINK be responsible for any delays or damages resulting from non-conforming or otherwise unsuitable equipment or material furnished by the customer. Aside from the responsibility of LINK to use reasonable care in protecting and handling any equipment and material furnished by the Customer, LINK shall have no further liability with respect thereto. Any such equipment, material, and tooling furnished by the customer and not consumed in the performance of testing/service shall be returned to the customer upon completion of all work hereunder in the same condition as received; reasonable/normal wear and tear excepted. Unless otherwise expressly provided, LINK shall retain title to and possession of all jigs, fixtures, tools, and other materials made for or obtained for the furnishing of the testing service covered by the purchase order.
19. **Hazardous Conditions:** LINK reserves the right to refuse any parts that may be unsafe or hazardous to LINK personnel or equipment. LINK will be the sole judge in determining unsafe or hazardous conditions.
20. **Test Report:** At the customer's request, LINK will submit the original test report, which will include, but is not limited to, specifications used, test summary, test equipment used, including calibration dates, test results including charts, datasheets, and pictures generated. LINK will retain copies of test reports for a minimum period of one year unless otherwise specified in writing by LINK. Results of a test will not be released to the customer without LINK having a purchase order on file.
21. **Canceled Work:** LINK reserves the right to charge time and material for all testing/services canceled by the customer. In addition, efforts will be made to replace the customer's reserved time with other business.
22. **Shipping\Freight Charges:** The customer will be responsible for any shipping or freight charges, duties, taxes, or fees related to the shipment of parts. Any charges incurred by LINK will result in the invoicing of these charges + \$300 USD or 30%, whichever is greater.
23. **Release of Liability:** Any Client and/or Client Company working at and/or visiting at a LINK Facility agrees to indemnify and hold harmless LINK, its officers, and employees from any claim.