



General Terms and Conditions – Equipment

- 1. General:** THESE TERMS MAY BE LOCATED AT WWW.LINKENG.COM (“LINK SITE”). Customer acknowledges receipt of these Terms and agrees that these Terms (unless otherwise directed by LINK in writing) include all amendments, changes and modifications thereto as may be subsequently posted on the LINK Site and same are deemed incorporated herein and binding on the Customer.

The Customer hereby agrees that the provisions of these Terms and Conditions and the Offer, if any, are the sole provisions applicable to the purchase of services and that these provisions shall prevail over any additional or inconsistent terms contained or referred to in any communication at any time by the Customer in whatever form. Notwithstanding the foregoing, LINK shall have the right to amend an Offer and to make changes by faxing, e-mailing or otherwise delivering written notice thereof to Customer or posting such amendments on its website at www.linkeng.com.

Customer expressly agrees that it shall be deemed to have received written notice of amendments and changes to these Terms by LINK posting such amendments and/or changes on the LINK Site and such notice will be deemed given and received as of the date of such posting.

It is Customer's responsibility to regularly and continually review the LINK Site for changes, amendments, notices and information and Customer will be deemed to have been duly notified if the applicable item is posted on the LINK Site and agrees to be bound by all such postings. The Customer agrees that the general terms of sale of the Customer shall not apply to any Offer – not even in addition to these Terms, that any applicability of such general terms of sale is hereby expressly excluded.

- 2. Definition:** As used herein, the following definitions shall apply:
 - a. “LINK” means the entity which issues the Offer.
 - b. “Equipment” any goods manufactured, sold, or leased by LINK pursuant to an Offer. Including any replacement parts, components, or consumable goods.
 - c. "Purchaser" means the company, corporation, agency, entity, or individual to whom an Offer is addressed and which purchases equipment pursuant to a LINK Offer.
 - d. "Parties" means both LINK and the Purchaser.
 - e. "Offer" means a written offer or sales invoice for the sale of Equipment by LINK to Purchaser.
- 3. Acceptance of Offer:** An Offer automatically expires thirty (30) days from the date listed on the Offer, and is subject to withdrawal or revision with notice if Purchaser’s order, in acceptable form, is not received prior to receipt of such notice. LINK expressly limits acceptance of an Offer to the terms set forth herein, and no additional or different terms proposed by Purchaser shall become part of the contract. All orders accepting an Offer are subject to approval by LINK’s corporate office in Plymouth, Michigan.
- 4. Packing/Loading:** Prices include ordinary packing and loading only. Should shipments require skidding, crating, export boxing, special packing, or outside riggers for loading, the Purchaser will be charged extra for this service unless specifically covered by LINK’s quotation.
- 5. Delivery:** Unless otherwise specified, delivery shall be made EXW Plymouth or Detroit, Michigan and title and risk of loss shall pass to Purchaser at that point. Goods shipped are not insured unless so ordered.

LINK shall deliver the Equipment to the location set out in the Order or such other location as the parties may agree at any time after LINK notifies the Customer that the Equipment is ready for delivery.

Delivery dates quoted by LINK are approximate only, and the time of delivery is not of the essence. It is expressly agreed that LINK shall not be liable to the Customer for any delay in delivery or of the condition of the Equipment or otherwise.

If the Customer fails to take delivery of the Equipment within three (3) Business Days of LINK notifying the Customer that the Equipment is ready, then, except where such failure or delay is caused by a Force Majeure Event or LINK’s failure to comply with its obligations under the Offer: (a) delivery of the Equipment shall be deemed to have been completed at 9.00 a.m. on the third Business Day after the day on which LINK notified the Customer that the Equipment was ready; and (b) LINK shall store the Equipment until delivery takes place, and LINK will notify the customer with any associated costs and expenses (including insurance). LINK will proceed to invoice based on the shipping terms in the schedule of values as specified in the PO or contract.

If ten (10) Business Days after the day on which LINK notified the Customer that the Equipment was ready the Customer has not taken delivery of it, LINK may resell or otherwise dispose of part or all of the Equipment and, after deducting reasonable storage and selling

costs, account to the Customer for any excess over the price of the Equipment or charge the Customer for any shortfall below the price of the Equipment.

LINK may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6. Title: The risk in the Equipment shall pass to the Customer on completion of delivery.

Title to the Equipment shall not pass to the Customer until LINK has received payment in full (in cash or cleared funds) for the Equipment in accordance with these Terms.

Until title to the Equipment has passed to the Customer, the Customer shall: (a) store the Equipment separately from all other Equipment or equipment held by the Customer so that they remain readily identifiable as LINK's property; (b) not resell the Equipment nor remove, deface or obscure any identifying mark or packaging on or relating to the Equipment; (c) maintain the Equipment in satisfactory condition and keep it insured against all risks for its full price from the date of delivery; (d) notify LINK immediately if it becomes subject to any Termination Event; and (e) give LINK such information relating to the Equipment as LINK may reasonably require from time to time, but the Customer may use the Equipment in the ordinary course of its business.

If before title to the Equipment passes to the Customer, the Customer becomes subject to a Termination Event, or LINK reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Equipment has not been irrevocably incorporated into another product, and without limiting any other right or remedy LINK may have, LINK may at any time require the Customer to deliver up the Equipment and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover them.

- 7. Customer Supplied Product:** Product supplied by the Purchaser for use at the LINK's Plant will be disposed of after the final shipment to the Purchaser, unless documentation denoting its disposition is sent with the product.
- 8. Terms of Payment:** Regular terms for sales in the United States require payment on the basis of net cash thirty (30) days from date of invoice. Terms for sales outside the United States require a 30% down payment, and the remainder by Irrevocable Letter of Credit, unless specifically covered elsewhere in LINK's quotation. All orders shall be subject to approval of Purchaser's credit. If shipments are delayed at Purchaser's request, or delayed as the result of an embargo or other restrictions affecting normal transportation, payment shall become due and payable within thirty (30) days after equipment is ready for shipment, and the Purchaser has been so notified.
- 9. Installation:** Purchaser shall install equipment covered by this quotation at its own expense unless Purchaser contracts with LINK at LINK's prevailing rates to assist in the installation. Machines of LINK's own design and manufacture will be furnished with an Instruction Manual covering Installation, Operating and Maintenance.
- 10. Taxes:** The prices quoted do not include any Federal, State, Local, VAT or other taxes. Should any tax be applicable to any feature of this transaction, either now or in the future, Purchaser agrees to reimburse LINK in full for such taxes.
- 11. Errors:** LINK reserves the right to correct all typographical or clerical errors in the prices or specifications of this quotation.
- 12. Cancellation:** Approved Offers shall not be subject to cancellation unless Purchaser agrees to pay LINK an amount equal to the sum of (a) the purchase order price for the manufactured equipment completed prior to LINK's receipt of the cancellation request, and (b) the pro rata portion of the equipment purchase price set forth in the purchase order (including all change orders) multiplied by the percentage of completion of work specifically identified to this purchase order or uncompleted work in progress prior to LINK's receipt of the cancellation request.
- 13. Changes:** Changes in the specifications upon which an Offer is based will be made only if agreed to in writing by both parties.
- 14. Warranty and Disclaimer of Warranty:** LINK warrants the articles covered by this quotation to be free from material defects in material and workmanship under normal usage for one (1) year from the Purchaser acceptance signoff date or thirty (30) for domestic or ninety (90) days for international after shipment, whichever comes first, unless otherwise noted on this quotation. Components not of LINK's own manufacture (standard purchased parts) can be guaranteed only to the extent of the original manufacturer's guarantee. Service to and replacement parts for these items should be arranged through the respective manufacturer's nearest service representative. LINK EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- 15. Liability and Limitation of Liability:** PURCHASER'S REMEDY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS DURING THE WARRANTY PERIOD SET FORTH ABOVE, WHICH IS EXPRESSLY AGREED TO BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY.

The Purchaser shall return any such defective parts to LINK freight pre-paid to LINK, Plymouth, Michigan. If, in LINK's judgment, the parts are found upon inspection to be defective, they shall be repaired or replaced and then returned to Purchaser. No allowance shall be granted for any repairs or alteration made by the Purchaser without LINK's written consent. In no case is travel to, or labor at, the Purchaser site covered. LINK'S LIABILITY SHALL BE LIMITED TO THE COST OF REPAIRING OR REPLACING DEFECTIVE PARTS. IN NO EVENT SHALL LINK BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN ADDITION, LINK SHALL NOT BE LIABLE FOR ANY INJURY TO PERSONS OR PROPERTY RESULTING FROM THE OPERATION OF, OR INTERPRETATION OF RESULTS FROM, QUOTED EQUIPMENT.

- 16. Patents:** (a) LINK will defend any suit or proceeding against Purchaser based on a claim that any article or part of an article furnished under a Quote (a "Quoted Article") constitutes an infringement of United States Letters Patent. This provision, however, is not applicable to any infringement of United States Letters patent resulting from 1) complying with specific written instructions furnished by the Purchaser, or 2) using parts or apparatus in the fabrication, installation, or operation of equipment (whether such parts or apparatus be furnished directly by the Purchaser or called for in drawings and specifications furnished to LINK by the Purchaser). This provision shall also not apply to

any infringement by reason of the use of a Quoted Article in combination with other products not furnished by LINK or from the operation of any process not inherent in the use of a Quoted Article. (b) Purchaser shall promptly notify LINK in writing of any and all claims of infringement related hereto, and Purchaser, in case of litigation, shall assist LINK at LINK's expense, save for the services of Purchaser's employees, in furnishing evidence as to the use of the patent and other facts required by LINK in such litigation.

17. **Agent's Authority:** No agent or salesperson has authority to obligate LINK by any terms, stipulations or conditions not herein expressed.
18. **Detailed Drawings:** Nothing in this proposal shall be interpreted as an understanding or agreement that detailed or shop working drawings will be furnished of any part of the equipment offered.
19. **Force Majeure:** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms or an Offer, for any failure or delay in fulfilling or performing any provision of these Terms or an Offer, (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of an Offer; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including, but not limited to, imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; or (i) any other event which is beyond the reasonable control of such party, (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.
20. **Indemnification:** Each party (an "Indemnifying Party") shall defend, indemnify and hold harmless the other party and its officers, directors, employees, agents, successors and permitted assigns (an "Indemnified Party") from and against all losses arising out of or resulting from: (a) bodily injury, death of any person or damage to real or tangible personal property resulting from the negligent or willful acts or omissions of such party; and (b) any breach of any representation, warranty or obligation of such party in these Terms or an Offer.

The Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim, proceeding, suit, action, or demand to which it seeks indemnification hereunder (each, an "Action") and cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall not settle any Action in a manner that adversely affects the rights of the Indemnified Party without the Indemnifying Party's prior written consent. The Indemnified Party's failure to perform any obligations under this Section shall not relieve the Indemnifying Party of its obligations under this Section, except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnified Party may participate in and observe the proceedings at its own cost and expense.

To the extent that the Equipment is to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify LINK against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by LINK in connection with any claim made against LINK for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with LINK's use of the Specification. This clause 3 shall survive termination of the These Terms or an Offer. LINK reserves the right to amend the specification if required by any applicable statutory or regulatory requirements.

21. **Export:** The goods and Services provided by LINK may be subject to export controls and regulations of the U.S., the country of manufacture, or the country of shipment, and export may require a valid export license. LINK's provision of Services is conditioned on Customer's compliance with all applicable export control laws and regulations. No goods sold or delivered to Customer may be exported or re-exported unless such export or re-export fully complies with all applicable export regulations. Customer represents and warrants that: (i) it is not subject to the jurisdiction of any country that is subject to a comprehensive U.S. embargo, nor is it designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including, without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List, Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List; (ii) any Deliverables or Services provided to it are not intended to be shipped directly or indirectly to Crimea, Cuba, Iran, North Korea, Sudan, and/or Syria, or any national thereof, or to any other country subject to restriction under applicable laws and regulations of the United States and other nations and that Customer is not located in, under the control of, or a national of any such country; (iii) it will not use the Product(s) in any activity related to the development, production, use or maintenance of Weapons of Mass Destruction, including, without limitation, uses related to nuclear, missile and/or chemical/biological development or production; and (iv) it will not provide to LINK any items, and any parts or components thereof, software or technical data that is controlled for export under either the EAR's Commerce Control List or ITAR's U.S. Munitions List without Page 7 of 13 17228733.9 notifying LINK of this fact and obtaining LINK's prior written consent to receive such controlled item, software or technical data.
22. **Termination:** If the Customer becomes subject to a Termination Event, or LINK reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to LINK, LINK may cancel or suspend all further deliveries under the these Terms or an Offer, or under any other contract between the Customer and LINK without incurring any liability to the Customer and all outstanding sums in respect of Equipment delivered to the Customer shall become immediately due.

For the purposes of these Terms, Termination Events are: (a) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement

with its creditors; (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company); (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer (being a company); (e) the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver; or (f) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (g) any event analogous to (a) to (f) inclusive, occurs in relation to any other legal jurisdiction; or (h) the Customer's financial position deteriorates to such an extent that in LINK's opinion the Customer's capability to adequately fulfil its obligations under the These Terms or an Offer, has been placed in jeopardy.

Termination or expiry of the These Terms or an Offer, shall not affect any rights, remedies or obligations of LINK that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the These Terms or an Offer, which existed at or before the date of termination or expiry.

- 23. Severability:** If any term or provision of these Term is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 24. Governing Law:** These Terms, any Offer, or ay contract made by the parties and the Services 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, controversy or claim arising under, out of, or in connection with, or in relation to these Terms, the Offer or the Services, any amendment thereof, or the breach thereof, shall be settled by arbitration in the Metropolitan Detroit area in accordance with the rules of the American Arbitration Association. The decision of the arbitrators shall be final, binding and conclusive and judgment upon the award entered by the arbitrators may be entered in any court having jurisdiction thereof. Each party waives all defenses of lack of personal jurisdiction and forum non conveniens.

Terms and Conditions – Equipment Sales Revision: January 1st, 2021