

TERMS OF SALE

All sales of goods by Unified to Buyer are made pursuant to the following terms, which terms shall supersede any and all terms that might appear on Buyer's order form. No other or additional terms or conditions are or will be accepted and are expressly rejected.

QUOTATIONS/PRICING/LEAD-TIMES: Unless otherwise specifically stated in the applicable quotation provided by Unified to Buyer, quoted prices and lead-times are valid for thirty (30) days from date of issuance of the quotation. Unified reserves the right at any time to, as a result of market conditions, raise/lower prices and/or adjust the lead-time. If a project is delayed more than ten (10) days due to approval delays or temporary holds, Unified reserves the right to adjust prices according to market fluctuations in materials.

ACCEPTANCE OF ORDERS: All orders of Buyer, whether placed directly or through an agent, and all subsequent amendments thereto, are subject to a final approval and written acceptance by Unified.

TERMS OF PAYMENT: Unless otherwise expressly agreed to in writing by Unified or as set forth below with respect to an Engineer to Order Project ("ETO Project"), payment of each invoice is required within thirty (30) days after date of delivery. Any balance unpaid after the required payment date shall be subject to a service charge of one percent (1%) per month from such date. Buyer agrees to pay all out-of-pocket costs and expenses (including, without limitation, all reasonable attorneys' fees and expenses) incurred by Unified in connection with the collection of amounts not paid by Buyer to Unified.

ENGINEER TO ORDER PROJECTS: The price for ETO Projects with a price exceeding \$100,000 shall be paid as follows: forty percent (40%) of the price shall be paid within 10 days after date of the purchase order which has been accepted by Unified; fifty percent (50%) of the price shall be paid within ten (10) days after design approval; and ten percent (10%) of the price shall be paid within ninety (90) days after the date of delivery. An Application Data Sheet must be completed and signed by Buyer for each ETO Project. Complete part and work cell data must be received by Unified no later than five (5) business days after receipt of a purchase order accepted by Unified. Any information received after the design approval milestone may require an added charge if the print has to be changed and/or could change the delivery date. Upon the acceptance by Unified of any purchase order, all math data, parts, racks/dunnage and sequence of operations are considered firm and not subject to change. Changes to any of these items after a purchase order is accepted by Unified may result in added charges. Customer process or product changes during the design and build phase are beyond Unified's control. In addition, incorrect Buyer information or parts could result in major changes to the design and build phase, and all costs associated with any such changes are the sole responsibility of Buyer. Unified will initiate a change order and the ETO Project may be put on hold until any additional charges or credits are mutually agreed upon by Unified and Buyer, and paid by Buyer. All PE certifications are the responsibility of Buyer unless otherwise specified in the quotation provided by Unified. Unified Standard Products have proprietary designs and sub-components. Changes to any of these designs could affect the performance, durability and safety of the product. Customer-specific sub-component requirements do not apply to Unified Standard Products, and any deviations must be approved by Unified. Unified does not warrant nor guarantee that any ETO Project will meet or exceed Buyer's Jobs Per Hour.

UNIFIED MANUFACTURING STANDARDS: If Buyer desires alternatives to the Unified standard components listed below, then up charges may apply. Paint colors are limited to published RAL# and limited Munsell colors. Color matching is monitored and warrantied to be within +/- 3 Delta E. All tooling will be painted RAL 2009 unless another color has been requested in writing by Buyer and accepted by Unified. The Unified standard components are: lift cylinders are Flairline; clamp, tilt and rotate cylinders are SMC; power valves are NUMATICS; pressure valves are Airtrol, anti-tie down valves are SMC; vacuum components are PIAB; pneumatic fittings are SMC-NPT (push on); all tubing is Freelin-Wade. Due to continuous product development, Unified reserves the right to alter product specifications without prior notice to Buyer. Unified warrants that goods adhere to industry standard safety requirements (National Electrical Code, National Fire Protection Assoc., Material Handling Industry of America, National Fastener Quality Act, American Institute of Steel Construction, Society of Automotive Engineers). If Buyer desires compliance with additional specific safety requirements, Unified is willing to quote adaptations to its goods to meet such requests.

TAXES: Any sales, use, excise and other taxes applicable to this transaction and the goods and/or services furnished by Unified are not included in the price and shall be paid by Buyer when due. If Unified pays any such taxes, Buyer shall reimburse Unified upon demand.

LIMITED WARRANTY: Unified warrants that, for the applicable warranty period, the goods shall be free from defects in material and workmanship. The warranty period shall be as follows: (a) ten (10) years from the date of delivery, or 20,000 hours, whichever occurs first, for any enclosed track components and associated hardware; (b) one (1) year from date of delivery for any materials integrated into any ETO Project; (c) one (1) year from date of delivery for any motorized system or component; and (d) one (1) year from date of delivery for any air balancer or hoist supplied by Unified. If additional touch-up paint is required in the field, Unified will supply vendor and color codes for local supply provided the request is made within sixty (60) days after delivery of the goods and receipt of the affected goods or systems. In such event, Buyer must contact a Unified sales representative at (517) 546-3220. Unless otherwise stated in the quotation provided by Unified, all Unified painted goods are solely for indoor use, and must be stored inside. The foregoing warranty does not apply to goods (1) which are not manufactured by Unified, (2) which are damaged (including, without limitation, paint defects, scratches and/or marring) occurring after delivery of the goods or misused following Unified's delivery of the goods; (3) not maintained, inspected, or used in compliance with applicable law or Unified's instructions and/or recommendations; (4) installed, repaired, altered or modified without compliance with such laws, instructions or recommendations, (5) any failure or defective operation caused by inadequate training provided by Buyer regarding the operation and/or maintenance of the good, and/or (6) misuse, negligence, mis-adjustment, or alteration not previously approved by Unified. Unified distributors and/or agents are not authorized to repair any good unless previously approved in writing by Unified management. Statements made by Unified distributors/agents do not constitute warranties of Unified. Unauthorized changes to any good voids our performance warranty and any potential liabilities. If changes are necessary please contact Unified for authorization to proceed. IN THE EVENT OF ANY BREACH OF SUCH WARRANTY OR CONTRACT OR FOR NEGLIGENCE OR OTHERWISE WITH RESPECT TO ANY GOODS, UNIFIED'S SOLE OBLIGATION SHALL BE EXCLUSIVELY LIMITED TO, AT THE OPTION OF UNIFIED, REPLACEMENT OR REPAIR AT A LOCATION DESIGNATED BY UNIFIED, OF ANY GOOD OR PART THAT UNIFIED DETERMINES TO HAVE BEEN DEFECTIVE OR, IF UNIFIED DETERMINES THAT SUCH REPLACEMENT OR REPAIR IS NOT FEASIBLE, TO A REFUND OF THE PURCHASE PRICE UPON RETURN OF THE GOODS TO UNIFIED. BUYER IS RESPONSIBLE FOR ALL ASSOCIATED INTERNAL REMOVAL AND REINSTALLATION COSTS AS WELL AS FREIGHT CHARGES TO AND FROM UNIFIED. NO CLAIM AGAINST UNIFIED FOR ANY BREACH OF SUCH WARRANTY SHALL BE VALID OR ENFORCEABLE UNLESS BUYER'S WRITTEN NOTICE THEREOF IS RECEIVED BY UNIFIED WITHIN THE APPLICABLE WARRANTY PERIOD. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, UNIFIED MAKES NO OTHER WARRANTIES WITH RESPECT TO THE GOODS, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY AND/OR THOSE ARISING BY STATUTE OR OTHERWISE BY LAW OR FROM ANY COURSE OF DEALING OR USE OF TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT SHALL UNIFIED BE LIABLE TO BUYER OR ANY THIRD PARTY WITH RESPECT TO ANY GOOD, WHETHER IN CONTRACT, TORT OR OTHER THEORY OF LAW, FOR LOSS OF PROFITS OR LOSS OF USE, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT OR INDIRECT DAMAGES, HOWSOEVER CAUSED. UNIFIED'S MAXIMUM LIABILITY TO BUYER WITH RESPECT TO THE GOODS SHALL IN NO EVENT EXCEED THE PRICE PAID BY BUYER FOR THE GOODS THAT ARE THE SUBJECT OF THE APPLICABLE CLAIM.

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INDEMNIFICATION AND SAFE OPERATION: Buyer shall comply with and require its employees to comply with directions set forth in instructions and manuals furnished by Unified and shall use and require its employees to follow such instructions and manuals and to use reasonable care in the use and maintenance of the goods. Buyer shall not remove or permit anyone to remove any warning or instruction signs on the goods. In the event of personal injury or damage to property or business arising from the use of the goods, Buyer shall, within forty-eight (48) hours thereafter, give Unified written notice of such injury or damage. Buyer shall cooperate with Unified in investigating any such injury or damage and in the defense of any claims arising therefrom. If Buyer fails to comply with this section or if any injury or damage is caused, in whole or in part, by Buyer's failure to comply with applicable federal or state safety requirements, Buyer shall indemnify, defend and hold Unified harmless against any claims, loss or expense for injury or damage arising from the use of the goods.

DELIVERY AND DELAYS: Unless otherwise specified in a quotation provided by Unified, deliveries shall be F.O.B. Unified's delivery dock and risk of loss shall pass to Buyer upon Unified's delivery to its delivery dock. Title to goods shall pass to Buyer at the same time that risk of loss passes, except in case of shipments to points outside of the United States in which case title shall pass to Buyer immediately after the goods leave the United States. All shipping dates are approximate and Unified shall not be liable for loss or damage because of delays occasioned by labor disputes, damage to facilities, failure of suppliers or subcontractors to meet scheduled deliveries, acts of God or any other cause beyond Unified's reasonable control or making its performance commercially impracticable. Time is not of the essence unless otherwise agreed to in a writing signed by Unified. Notwithstanding other provisions hereof, if delivery is delayed at Buyer's request, the goods shall be deemed to be stored at Buyer's risk and expense and Unified may thereupon bill Buyer for the full price and storage costs. Buyer shall pay such bill within thirty (30) days after mailing thereof.

RETURNED GOODS: Goods may be returned to Unified only with the prior written authorization of Unified and only in re-saleable condition. All returned goods require a Returned Goods Authorization (RGA) number issued by Unified. Any goods returned to Unified without an RGA number will be refused by Unified. Contact Unified Inside Sales for guidelines or to request an RGA number. All goods returned to Unified with the prior written authorization of Unified are subject to a twenty-five percent (25%) restocking fee.

INSPECTION: Buyer acknowledges that ten (10) days after receipt of standard goods will provide Buyer with a reasonable amount of time to inspect the goods. Therefore, standard goods shall be subject to final inspection and acceptance by Buyer within ten (10) days after receipt by Buyer. Buyer's failure to inspect within said time shall constitute a waiver of Buyer's rights of inspection and rejection. Buyer's right of rejection hereunder shall be limited to non-conforming goods. Upon inspection of the goods within said ten (10) days, Buyer shall immediately notify Unified in writing as to any non-conforming goods that Buyer intends to reject and particularize in detail the reasons for such rejection. If, upon inspection, Buyer fails to immediately notify Unified as to which non-conforming goods it intends to reject, such failure to notify shall be deemed an acceptance of the goods by Buyer. All non-conforming goods not properly rejected by Buyer hereunder shall be deemed accepted by Buyer. All ETO Projects shall be inspected by Buyer at Unified's facility, and shall be deemed accepted by Buyer upon Buyer requesting delivery of the ETO Project.

CHANGES AND CANCELLATION: Unified reserves the right to change or cancel any order whenever circumstances require allocation of production or delivery or Unified deems change or cancellation to be necessary to comply with applicable laws, ordinances, regulations, directives or administrative actions. Unified reserves the right to make changes in materials or design that it determines appropriate for the goods. Buyer shall not change, cancel, or place "on hold" for any period, any order without Unified's prior written approval. Any cancellation by Buyer approved by Unified shall be subject to Unified's return and order cancellation policy in effect at such time, including applicable restocking and handling charges and other conditions of return.

SECURITY INTEREST AND REPOSSESSION: Until full payment has been made therefor, Unified shall have a security interest in goods shipped to Buyer and the goods shall remain personal property. Upon request Buyer shall execute and deliver to Unified security agreements and other documents further evidencing Unified's security interest. Buyer authorizes Unified to file a financing statement or statements relating to the goods, as Unified may deem appropriate and appoints Unified as Buyer's attorney-in-fact for the limited purpose of executing (without requiring Unified to do so) documents in Buyer's name and performing other acts that Unified deems appropriate to perfect and continue its security interest and to protect and preserve the goods. In the event Buyer defaults in making any payment due Unified, Unified, in addition to any other rights or remedies provided by law, shall have the right, with or without legal process, to enter the place where said goods are located and to repossess the goods in accordance with the Uniform Commercial Code.

ASSURANCES: Shipment by Unified shall at all times be subject to the prior approval of its credit personnel and Unified may, at any time, decline to make shipment except upon receipt of prior payment or upon other terms and conditions or security satisfactory to Unified.

PATENTS: Except as to goods manufactured according to design supplied by Buyer, Unified will defend and hold Buyer free and harmless in a suit or proceeding brought against Buyer insofar as it is based on a claim that use of the goods by Buyer constitutes an infringement of any existing U.S. Patents, provided, however, that Buyer gives Unified prompt written notice of such suit or proceeding; permits Unified, through its counsel, to defend and/or settle the same; and gives Unified all necessary information, assistance and authority to enable Unified so to do. If Buyer's use of the goods is held to constitute infringement and further use is enjoined, Unified shall, at its option, either: (i) procure for Buyer the right to continue using the goods; (ii) replace the goods with non-infringing goods; or (iii) modify the goods to non-infringing goods. The foregoing states Unified's entire liability for patent infringement and shall not be construed to render Unified liable for damages based on product output.

LIMITATIONS ON ACTIONS: Any action against Unified for breach of warranty, negligence or otherwise must be commenced by Buyer within one (1) year after: (a) the date any alleged claim accrues; or (b) the date of delivery of the goods to Buyer, whichever is earlier.

MISCELLANEOUS: This instrument constitutes the entire agreement between Unified and Buyer, superseding all previous understandings and writings regarding this transaction. Any amendment or modification of this agreement shall be void unless in writing and signed by Unified. This agreement shall be governed by and construed under the laws of the State of Michigan. Any action to enforce, arising out of, or relating in any way to, any of the provisions of this agreement shall be brought and prosecuted in a court located in Detroit, Michigan or the Eastern District of Michigan as is provided by law, and Unified and Buyer consent to such jurisdiction. No delay or omission by Unified in exercising any right or remedy hereunder shall be a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. All rights and remedies of Unified are cumulative.

NO RELIANCE: Unified's employees, contractors and/or agents may have made oral statements or representations about the performance or operation of the goods. Such statements do not constitute warranties and are not part of this contract. Buyer expressly disclaims any reliance on such statements as a basis for entering into this contract.

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