

Mighty Lube® Systematic Lubrication, Inc. | Mighty Lube® USA Sales INC.

Terms and Conditions of Sales

Effective Date: January 05, 2026

Mighty Lube® Systematic Lubrication, Inc. and Mighty Lube® USA Sales INC. (collectively, "Mighty Lube®") apply these Terms and Conditions of Sales (these "Terms") to all quotations, sales confirmations, and sales of equipment, parts, supplies, materials, lubricants, and related software (collectively, "Equipment"). These Terms are intended to simplify ordering and clearly define the rights and obligations of Mighty Lube® and its customers. The current version is available for download as a PDF at www.mightylube.com/terms.

1. Parties

"Seller" means Mighty Lube® Systematic Lubrication, Inc. and/or Mighty Lube® USA Sales INC. (each and collectively, "Mighty Lube®"), as applicable. "Buyer" means the entity or person submitting a purchase order to Seller.

2. Applicability; Entire Agreement; Rejection of Other Terms

These terms and conditions (these "Terms"), together with (i) the quotation and sales order confirmation provided by Seller to Buyer (the "Sales Confirmation") and (ii) any separate software license agreement applicable to software included with the Equipment (the "Software License Agreement"), govern and are the only terms that apply to the sale of the equipment, parts, supplies, materials, software, and other personal property (individually and collectively, "Equipment") identified in the Sales Confirmation.

If the Equipment includes any software, the Software License Agreement available at www.mightylube.com/terms will also govern the parties' rights and obligations with respect to such software. To the extent of any conflict between the Software License Agreement and these Terms, the Software License Agreement controls with respect to the software.

Buyer acknowledges and agrees that these Terms, the Sales Confirmation, and (if applicable) the Software License Agreement (collectively, this "Agreement") constitute the entire agreement between Seller and Buyer regarding the Equipment and supersede all prior or contemporaneous understandings, negotiations, representations, warranties, and communications, whether written or oral.

Seller's acceptance of any purchase order is expressly conditioned on Buyer's assent to this Agreement. Buyer's assent will be conclusively presumed from (a) Buyer's issuance of any purchase order or other writing confirming its intent to purchase the Equipment, (b) Buyer's failure to object in writing to these Terms prior to shipment, and/or (c) Buyer's acceptance of delivery of any Equipment.

These Terms prevail over any of Buyer's general or standard terms and conditions of purchase, regardless of whether or when Buyer has submitted such terms or a purchase order, except to the extent any such terms

are expressly accepted by Seller in a signed writing or confirmed in the Sales Confirmation. Any reference by Seller to Buyer's purchase order does not constitute acceptance of any additional or different terms.

No addition to or modification of this Agreement will be binding on Seller unless agreed to in a signed writing by an authorized representative of Seller.

3. Price; Quotes; Taxes; Adjustments

The price of the Equipment (the "Price") will be quoted in United States dollars ("USD"). Unless otherwise stated in the applicable quotation, a quotation is valid for thirty (30) days from its date (the "Quote Period"). If the quotation states a different Quote Period, the Quote Period stated in the applicable quotation controls.

The Price may change during the Quote Period if the Equipment ordered by Buyer is modified, quantities change, or scope changes. After expiration of the Quote Period, Seller may withdraw, revise, or re-quote any quotation that has not been accepted in the Sales Confirmation.

Unless otherwise stated in the Sales Confirmation, Prices are FOB Seller's location and do not include shipping, handling, brokerage, insurance, or other transportation-related charges, all of which are for Buyer's account. Any increase or decrease in transportation or related charges prior to shipment will be for Buyer's account.

The Price is exclusive of all sales, property, occupational, use, excise, value-added, and similar taxes, duties, tariffs, and charges imposed by any governmental authority on amounts payable by Buyer. Buyer is responsible for all such taxes, duties, tariffs, and charges and will reimburse Seller within seven (7) days after receipt of Seller's invoice for such amounts; provided, however, Buyer is not responsible for taxes imposed on Seller's income, revenues, gross receipts, personnel, or real or personal property.

Price Adjustments. If, after issuance of a Sales Confirmation, Seller experiences increases in costs outside Seller's reasonable control (including freight, insurance, raw materials, labor, taxes, tariffs, or governmental fees) that materially increase the cost to produce or deliver the Equipment, Seller may increase the Price to reflect such increases by providing written notice to Buyer. If Buyer does not accept the adjusted Price within five (5) business days after notice, Seller may, at its option, cancel the affected unshipped portion of the order without liability.

Seller is not responsible for pricing, typographical, or other errors in any quote, offer, invoice, or other documentation and may correct such errors, or cancel an order impacted by such errors, at any time.

Any order with a total value under \$100 will be subject to a minimum Price of \$100.

Buyer shall not be entitled to any discount for cash payment.

4. Payment Terms; Credit

Unless otherwise stated in the Sales Confirmation, Buyer shall pay the Price to Seller, without setoff or deduction, NET 30 DAYS from the shipment date. Past due amounts will bear interest at the lesser of (a) 2% per month (24% annual rate) and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly.

Buyer may not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether in relation to Seller's breach, bankruptcy, or otherwise.

All orders are subject to Seller's credit approval. Seller may change credit limits and payment terms from time to time in its sole discretion, and may require cash in advance, C.O.D., letters of credit, or other security as a condition of shipment or continued performance.

If Buyer fails to make any payment when due, Seller may (in addition to any other remedies) suspend further shipments, cancel the unshipped balance of any order, and/or declare all amounts owing immediately due and payable.

5. Shipping; Availability; Packaging; Specifications; Technical Assistance; Transportation; Damaged Shipments; Claims

- (a) Delivery. Seller will deliver the Equipment to the carrier (the "Carrier") within a reasonable time after the estimated shipment date stated in the Sales Confirmation, as such date may be adjusted for any Force Majeure Event (Section 19) and other delays beyond Seller's reasonable control (including delays caused by suppliers, engineering changes, testing requirements, or Buyer's failure to provide required information, work pieces, gauges, or other items necessary for testing).
- (b) FOB; Carrier Selection; Charges; Partial Shipments. Delivery will be FOB Seller's location. Seller will select the Carrier unless Buyer specifies a Carrier in its written purchase order and such Carrier is reasonably acceptable to Seller. Buyer shall pay all shipping and handling charges regardless of who makes the shipping arrangements. Seller may make partial shipments, each of which constitutes a separate sale, and Buyer shall pay for the Equipment shipped whether such shipment is in whole or partial fulfillment of Buyer's order.
- (c) Product Availability; Producing or Shipping Point. Seller's acknowledgment of an order or issuance of a Sales Confirmation is not a guarantee of availability or supply. Seller may allocate production and may manufacture, source, and/or ship the Equipment from any facility or location (including contracted facilities) as Seller deems appropriate.
- (d) Packaging. Seller will use commercially reasonable efforts to comply with any packaging, loading, bracing, or marking requirements specified by Buyer and expressly accepted in the Sales Confirmation. Seller may charge for compliance with special requirements. If no special requirements are specified and accepted, Seller will package per industry standards appropriate for the mode of transportation used.
- (e) Specifications. Seller has no obligation to ensure that the Equipment meets Buyer's unique specifications or other requirements unless such specifications or requirements are expressly set forth in the Sales Confirmation (or in a separate writing signed by Seller).
- (f) Technical Assistance. Unless otherwise expressly agreed in a signed writing by Seller: (i) any technical advice, recommendations, or assistance provided by Seller is provided without charge; (ii) Seller assumes no obligation or liability for such advice or for results occurring from the use or application of such advice; and (iii) Buyer remains solely responsible for selection, application, and specification of the Equipment for Buyer's intended end use.
- (g) Transportation Method. Seller will use commercially reasonable efforts to comply with Buyer's reasonable requests regarding method of transportation, but Seller reserves the right to use an alternate method of transportation, whether or not at a higher cost to Buyer, if the method specified by Buyer is unavailable,

impracticable, or would compromise the integrity of the shipment. Seller will provide reasonable notice of such changes.

- (h) **Damaged Shipments and Shortages.** Buyer shall inspect each shipment immediately upon arrival. If any Equipment arrives damaged or a shortage is discovered, Buyer must (i) note the damage/shortage on the Carrier's delivery receipt, (ii) promptly report the damage/shortage to the delivering Carrier and to Seller, and (iii) take all steps reasonably required to preserve Seller's and the Carrier's ability to investigate and process any claim. Any damage, loss, or shortage caused in transit will be for Buyer's account.
- (i) **Claims; No Unauthorized Returns or Disposition.** In no event may any Equipment be returned, reworked, modified, repaired, scrapped, or otherwise disposed of by Buyer without Seller's express written authorization and instructions (including a return authorization/RMA, if issued). Except as otherwise expressly set forth in Sections 9 and 10, claims respecting the condition of Equipment, compliance with specifications, or any other matter affecting Equipment shipped to Buyer must be made promptly and in no event later than thirty (30) days after receipt of the Equipment by Buyer.
- (j) **Failure to Accept Delivery.** If Buyer fails to accept delivery of any Equipment, or if Seller is unable to ship within a reasonable time after the estimated shipment date because Buyer has not provided appropriate instructions, documents, licenses, or authorizations: (i) risk of loss will pass to Buyer; (ii) the Equipment will be deemed delivered; and (iii) Seller may store the Equipment until Buyer picks it up, and Buyer will be liable for all related costs and expenses (including storage and insurance).

6. Title and Risk of Loss; Security Interest

Title and risk of loss pass to Buyer upon delivery of the Equipment to the Carrier. Thereafter, all sales are final unless Seller elects to replace, credit, or refund the Equipment under Section 10(g) or any Nonconforming Equipment under Section 9(b).

As collateral security for payment of the Price, Buyer grants Seller a lien on and security interest in all of Buyer's right, title, and interest in the Equipment (wherever located and whether now existing or hereafter arising), including all accessions, replacements, modifications, and proceeds (including insurance proceeds). This security interest constitutes a purchase money security interest under the Michigan Uniform Commercial Code, MCL 440.1101 et seq., as amended.

7. Non-Delivery

The quantity of any installment of Equipment as recorded by Seller on dispatch is conclusive evidence of the quantity delivered unless Buyer can provide conclusive evidence proving the contrary.

Seller will not be liable for non-delivery of Equipment (even if caused by Seller's negligence) unless Buyer gives written notice of non-delivery within ten (10) business days of the shipping date. Seller's liability for non-delivery is limited to replacing the Equipment within a reasonable time or adjusting the invoice to reflect the actual quantity delivered.

"Business days" exclude Saturdays, Sundays, and all days on which banking institutions in Michigan are authorized by law to close.

8. Change/Cancellation

If Buyer changes or cancels its purchase order after Seller issues a Sales Confirmation accepting such order, Seller may impose a restocking or cancellation charge equal to ten percent (10%) of the value of the changed or canceled Equipment, or Seller's actual costs incurred (including non-cancelable supplier costs), whichever is greater, in Seller's sole discretion.

9. Inspection and Rejection of Nonconforming Equipment

- (a) Buyer shall inspect the Equipment within five (5) business days of receipt ("Inspection Period"). Buyer will be deemed to have irrevocably accepted the Equipment unless it notifies Seller in writing of any Nonconforming Equipment during the Inspection Period and furnishes written evidence or other documentation reasonably required by Seller. "Nonconforming Equipment" means only that the items shipped are different than the Equipment identified in the Sales Confirmation.
- (b) If Buyer timely notifies Seller of Nonconforming Equipment, Seller shall, in Seller's sole discretion, either:
 - (i) replace such Nonconforming Equipment with conforming Equipment, or
 - (ii) credit or refund the Price for such Nonconforming Equipment, together with reasonable shipping and handling expenses incurred by Buyer in connection therewith. Within thirty (30) days after receiving Seller's election, Buyer shall ship the Nonconforming Equipment to Seller's facility at 9569 West 40th Street, Fremont, MI 49412, at Buyer's expense and risk of loss, in accordance with Seller's instructions. If Seller elects to replace, Seller shall ship replacement Equipment to Buyer at Buyer's expense and risk of loss.
- (c) Buyer acknowledges that the remedies in Section 9(b) are Buyer's exclusive remedies for delivery of Nonconforming Equipment.
- (d) If Seller delivers a quantity of any Equipment up to 5% more or less than the quantity set forth in the Sales Confirmation, Buyer is not entitled to object to or reject such Equipment by reason of the surplus or shortfall and shall pay the Price adjusted pro rata.

10. Limited Warranty

- (a) Subject to this Section 10, Seller warrants Mighty Lube®-branded Equipment against defects in materials or workmanship for a period of five (5) years from the date of purchase, provided that such warranty is reduced to one (1) year from the date of purchase for any Equipment not used exclusively with Mighty Lube® lubricants (or other lubricants expressly approved by Seller in writing).
- (b) The warranties in Section 10(a) do not cover defects caused by Buyer or any third party, normal wear and tear, damage caused by anyone other than Seller, or defects arising from Buyer's failure to follow Seller's oral or written instructions regarding storage, installation, commissioning, use, or maintenance. The warranties are void for Equipment used with unapproved lubricant, not properly maintained, or used for anything other than its intended purpose.
- (c) Products manufactured by a third party ("Third-Party Product") may constitute, contain, or be contained in, incorporated into, attached to, or packaged together with the Equipment. Third-Party Products are not covered by the warranties in Section 10(a).

FOR THE AVOIDANCE OF DOUBT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF

FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 10(a), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

- (d) Seller will not be liable for breach of any warranty unless: (i) Buyer gives written notice of the defect, reasonably described, within five (5) business days after Buyer discovers or should have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine the Equipment and Buyer (if requested) returns the Equipment to Seller's place of business at Buyer's expense and in accordance with Section 11 for examination; and (iii) Seller reasonably verifies Buyer's claim that the Equipment is defective.
- (e) Seller will not be liable for breach of warranty if Buyer makes further use of the Equipment after discovering the defect or if Buyer alters or repairs the Equipment without Seller's prior written authorization.
- (f) Subject to Sections 10(d) and 10(e), for Equipment not in compliance with the limited warranty during the applicable warranty period, Seller shall, in Seller's sole discretion, either: (i) repair or replace the Equipment (or defective part), or (ii) credit or refund the Price at the pro rata contract rate. Upon Buyer's receipt of Seller's election, Buyer shall, in Seller's sole discretion, pay Seller's associated labor, freight, and travel expenses and/or return the Equipment to Seller at Buyer's expense and in accordance with Section 11. For clarity, Buyer shall be responsible for all labor costs (including removal and reinstallation) and all shipping, freight, and handling costs associated with any warranty claim or warranty service, unless Seller expressly agrees otherwise in writing.
- (g) THE REMEDIES SET FORTH IN SECTION 10(f) ARE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10(a).**

11. Return of Equipment

No Equipment may be returned, and no Equipment alleged to be defective or nonconforming may be reworked, modified, repaired, scrapped, or otherwise disposed of, without Seller's prior written authorization and instructions (including a return authorization/RMA, if issued).

If Seller requests return of any Equipment under Section 10(d) or Section 10(f), Buyer must follow Seller's instructions for returning the Equipment exactly. All Equipment for which Seller has requested a return in writing must be received within thirty (30) days after Seller's written request, unless Seller agrees otherwise in writing.

12. Export; Sanctions and Export Controls

If Buyer's order calls for shipment outside the United States, Buyer shall pay all related costs and expenses, including handling, packaging, duties, tariffs, and any insurance Seller elects to obtain in Seller's reasonable discretion.

All export orders are subject to compliance with all applicable statutes, regulations, and directives of the United States and any other government with jurisdiction. Buyer shall pay the Price and all expenses outlined in this Section prior to shipment, and Seller may delay shipment until payment is received.

Buyer shall comply with all applicable export control and sanctions laws and regulations. Buyer shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Equipment to any destination, entity, person, or end use prohibited by applicable law without obtaining all required government authorizations. Seller may suspend performance or terminate immediately upon written notice if Seller determines, in its sole discretion, that Buyer has breached this Section 12 or applicable export control or sanctions laws.

13. Installation

Unless the Sales Confirmation specifically states that installation services will be furnished by Seller, any installation service Buyer requests of Seller will be invoiced at Seller's then-current rates, in addition to the Price.

14. Confidential Information

All non-public, confidential, or proprietary information of Seller disclosed to Buyer (whether oral, written, electronic, or otherwise) is confidential and may be used solely for performing this Agreement and operating the Equipment. Buyer shall not disclose or copy such information without Seller's prior written consent. Upon Seller's request, Buyer shall promptly return all documents and materials received from Seller.

Seller is entitled to injunctive relief for any violation of this Section 14. This Section does not apply to information that is (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. Limitation of Liability

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF USE, REVENUE, OR PROFITS, DIMINUTION IN VALUE, OR PROPERTY DAMAGE, WHETHER ARISING OUT OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO SELLER FOR THE EQUIPMENT SOLD HEREUNDER.

(c) BUYER SHALL NOT BRING ANY ACTION OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT MORE THAN ONE (1) YEAR FROM THE DATE OF DELIVERY OF THE EQUIPMENT TO BUYER, OTHER THAN A CLAIM FOR A VIOLATION OF SECTION 10, WHICH MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE OF SUCH ALLEGED VIOLATION.

16. Remedies; Attorneys' Fees

Buyer shall reimburse Seller for all costs and expenses Seller incurs collecting any late payments, enforcing this Agreement against Buyer, and/or defending against any unsuccessful claims or suits brought by Buyer arising out of or related to this Agreement, including reasonable attorneys' fees and court costs.

In any arbitration or litigation permitted under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

Seller may suspend delivery of any Equipment if Buyer fails to pay any amount when due and such failure continues for five (5) days following written notice. Seller may terminate this Agreement with immediate effect upon written notice if Buyer: (i) fails to pay any amount when due; (ii) has not otherwise performed or complied with this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy, or commences (or has commenced against it) proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

All remedies are cumulative and not exclusive, and Seller's exercise of any right does not waive any other right or remedy.

17. Compliance With Laws; Indemnity

Buyer is responsible for compliance with all federal, state, and local laws and regulations respecting safety or use of the Equipment and shall indemnify and hold Seller harmless from and against all claims of violations of laws or regulations, and all claims of personal injury or property damage, directly or indirectly related to installation, maintenance, or operation of the Equipment.

18. No Third-Party Beneficiaries

This Agreement is for the sole benefit of Seller and Buyer and their respective successors and permitted assigns, and nothing herein confers any rights or remedies on any other person or entity.

19. Force Majeure

No party will be liable for failure or delay in performing any obligation (except Buyer's payment obligations) to the extent caused by events beyond the impacted party's reasonable control, including acts of God; flood, fire, earthquake, epidemic, or explosion; war, invasion, terrorism, riot or civil unrest; government order or law; embargoes or blockades; strikes or labor disturbances; shortage of power or transportation; or similar events (each, a "Force Majeure Event").

The impacted party shall give notice within three (3) days after the Force Majeure Event, stating the expected duration. The impacted party shall use diligent efforts to mitigate and resume performance as soon as reasonably practicable. If the failure or delay remains uncured for thirty (30) consecutive days following such notice, either party may terminate this Agreement upon three (3) days' written notice.

20. Assignment

Buyer may not assign any of its rights, delegate any of its obligations, or assign any claim or cause of action arising out of or relating to this Agreement, without Seller's prior written consent. Any attempted assignment or delegation in violation of this Section is null and void.

21. Relationship of the Parties

The parties are independent contractors. Nothing in this Agreement creates any agency, partnership, joint venture, employment, or fiduciary relationship, and neither party has authority to bind the other.

22. Waiver

No waiver by Seller is effective unless in a signed writing. No failure or delay by Seller in exercising any right operates as a waiver. No single or partial exercise of any right precludes any other or further exercise.

23. Applicable Law

This Agreement is governed by and interpreted under the laws of the State of Michigan, without giving effect to choice or conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

24. Modification of Products

Designs and specifications of all products sold by Seller are subject to change without notice and, in the event of such changes, Seller has no obligation to make similar changes in any product previously ordered by Buyer.

25. Dispute Resolution; Arbitration; Venue; Jury Trial Waiver

- (a) Arbitration. Any claim, dispute, or controversy arising out of or relating to this Agreement, the Sales Confirmation, the Equipment, or the parties' relationship (a "Dispute") shall be resolved by binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures then in effect, except as expressly set forth in Section 25(d). The arbitration will be conducted in Grand Rapids, Michigan before one neutral arbitrator. The arbitrator shall have authority to award only such remedies as are available under this Agreement and applicable law, subject to the limitations in Section 15.
- (b) Arbitrability. Any issues regarding the scope, applicability, enforceability, or validity of this agreement to arbitrate, including issues of arbitrability, will be determined by the arbitrator.
- (c) Discovery. Unless the parties agree otherwise in writing, discovery will be limited to: (i) exchange of the documents each party intends to rely upon at the hearing; (ii) identification of witnesses; and (iii) expert disclosures, each to be exchanged at least thirty (30) days before the merits hearing. The arbitrator may order additional discovery only upon a showing of substantial need and proportionality, and may limit or condition such discovery.
- (d) Court Proceedings Allowed. Either party may seek temporary or preliminary injunctive relief in the Muskegon County Circuit Court or the United States District Court for the Western District of Michigan (Grand Rapids) to preserve the status quo pending arbitration. A court may also be used to confirm, enforce, or vacate an arbitration award as permitted by law.
- (e) Waiver of Jury Trial. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY COURT PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

- (f) No Class Actions or Joinder. Disputes will be arbitrated only on an individual basis. No Dispute may be consolidated with another arbitration or court proceeding or brought as a class, collective, representative, or private attorney general action, except to the extent prohibited by applicable law.
- (g) Exclusive Venue for Permitted Court Proceedings. To the extent any court proceeding is permitted under this Section 25, the exclusive forum will be the Muskegon County Circuit Court or the United States District Court for the Western District of Michigan (Grand Rapids), and each party submits to the personal jurisdiction of such courts.

26. Notices

All notices, requests, consents, claims, demands, waivers, and other communications (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or such other address designated by the receiving party in writing. Notices shall be delivered by personal delivery, nationally recognized overnight courier (prepaid), facsimile or e-mail (with confirmation of transmission), or certified/registered mail (return receipt requested, postage prepaid). A Notice is effective only upon receipt and if the sender has complied with this Section.

27. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Authority

Each signatory represents that it has authority to execute this Agreement on behalf of its principal and that this Agreement is fully enforceable against the principal in accordance with its terms.

29. Survival

Provisions that by their nature should apply beyond termination or expiration will survive, including Sections 2, 4, 6–18, and 20–30.

30. Modification of Agreement

This Agreement supersedes all prior oral or written proposals or statements relating to the Equipment. This Agreement may be amended or modified only by a writing signed by authorized representatives of both parties.