

Check Corporation General Terms & Conditions

1. PRICE AND PAYMENT

All prices, unless stated otherwise herein, are F.O.B. Troy, Michigan and are exclusive of any present or future federal, state, local or other taxes applicable to the sale of products listed herein. Any such taxes shall be added to the price and paid by PURCHASER unless PURCHASER provides Check Corporation with a valid exemption certificate acceptable to Check Corporation and the appropriate taxing authorities. All prices are subject to change with 90 days prior notice; however, prices shall be those in effect on the order entry date. Different products on an order or multiple orders may not be combined to obtain quantity pricing.

The net amount of invoice shall be payable in full within terms as stated on the Check Corporation quote. Amounts not paid within stated terms will be subject to a late payment charge of 1.0% per month on the unpaid balance to be included on each month's invoice until paid. Check Corporation expects payment on or before the due date of each invoice and intends to take all necessary and feasible action to enforce prompt payment. Late payments may result in credit holds which may impact the timing of future shipments on released product.

2. ACCEPTANCE

THIS CONTRACT (INCLUDING ALL ITEMS EXPRESSLY INCORPORATED BY REFERENCE) CONSTITUTES THE FINAL EXPRESSION OF THE TERMS BETWEEN SELLER AND BUYER REGARDING THE PRODUCTS AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. ANY TERMS, CONDITIONS, NEGOTIATIONS OR UNDERSTANDINGS WHICH ARE NOT CONTAINED IN THIS CONTRACT SHALL HAVE NO FORCE OR EFFECT UNLESS MADE IN WRITING AND SIGNED BY SELLER AND BUYER EXPRESSLY STATING BUYERS INTENT TO MODIFY THESE TERMS AND CONDITIONS.

3. WARRANTY

NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER ON MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE, EXCEPT AS SET FOR ABOVE (WHICH IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES) SHALL APPLY TO PRODUCTS SOLD BY CHECK CORPORATION. CHECK CORPORATION SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER SUCH WARRANTIES. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF CHECK CORPORATION.

4. RETURNS AND RMAs

All products sold by Check Corporation are returnable only in accordance with the warranty provision hereof. Before returning any product, PURCHASER must obtain Check Corporation prior written approval, RMA number and shipping instructions. All returns may be subject to a restocking fee.

5. SHIPPING

F.O.B. Troy, Michigan. Title passes at origin, and buyer has total responsibility over the goods while in shipment. Customer takes ownership (title and control) of the goods at the origin (when the carrier signs for goods) and is responsible for transportation of the goods beyond this point. The customer files claims (if any).

6. ORDER CANCELLATIONS

If the order is already in process at the time of cancellation, cancellations are not accepted. An order once placed with and accepted by Check Corporation (all orders are subject to acceptance by Check Corporation) may be cancelled only with Check Corporation's consent and upon terms that will indemnify Check Corporation against loss.

7. LIMITATION OF LIABILITY

In no event shall Check Corporation be liable for any incidental or consequential damages, including but not limited to, loss of profit, loss of use or production or a loss of capital. The remedies of Customer set forth herein are exclusive and the total liability of Check Corporation with respect to any contract, or anything done in connection therewith such as the performance of breach hereof, or from the manufacture, sale, delivery, resale, installation or use of any products whether arising out of contract, negligence, strict tort, or under any warranty, or otherwise, shall not exceed the purchase price of the products upon which liability is based.

8. FORCE MAJEURE

Check Corporation shall not be liable for any loss, damage, delay, changes in shipment schedules or failure to deliver caused by accident, fires, strikes, riots, civil commotion, insurrection, war, the elements, embargoes, failure of carriers, inability to obtain transportation facilities, government requirements, acts of God, or public enemy, prior orders from customers, or limitations on Check Corporation, or its suppliers' production or marketing activities, or any other causes or contingencies beyond Check Corporation's control. Check Corporation shall in no event be liable for any consequential damages.

9. CHOICE OF LAW

All contracts shall be governed by and construed in accordance with the laws of the State of Michigan.

All products are manufactured in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and all other applicable laws.

Each paragraph and provision hereof is severable and if any provision is held invalid or unenforceable the remainder shall nevertheless remain in full force and effect.