



## TERMS AND CONDITIONS

### 1. PRICING PAYMENT

This quotation is valid for 30 days from the date of this form (unless otherwise noted on Riviera quote) and, if not accepted in writing within such time, are subject to revision. Quoted prices are based on current costs and are subject to adjustment to reflect changes in basic wages and/or price of materials. When Customer approval of specifications or design is required, quoted prices are approximate pending such approval. Unless otherwise stated on Riviera quote,

- (a) quoted prices do not include sales, use, excise or similar taxes or duties nor insurance costs, or packing, handling, shipping, demurrage or similar charges which, if applicable, shall be borne by Customer; and
- (b) Riviera shall not be responsible for collection or remittance of any local or state (other than Michigan) sales or use or other tax, which responsibility Customer assumes. Customer warrants no such tax (including of Michigan) applies to this transaction.

### 2. DELIVERY AND ACCEPTANCE

Delivery dates, if specified, are estimates based on our current workload and are not guarantees. All delivery dates are subject at all times to revisions required by delays incurred through Customer's strikes, governmental regulations, material shortages, or other circumstances. The items covered by this quote shall be conclusively deemed approved and accepted by Customer in complete conformance with Customer's specifications upon the transfer of ownership of any parts or products produced from such items to any third party within an applicable manufacturing or distribution chain. In the event that we are delayed in the production of items ordered by Customers either due to the formal hold instruction from Customer or upon our notification to Customer that delay is occurring by reason of Customer's activities, interest will be payable, monthly thereafter until the delay ceases, at the rate of 1-1/2% per month of the contract price.

### 3. DESIGN AND SPECIFICATIONS

Customer is required to furnish the following information unless specifically excluded on the reverse side of this form:

- (a) design of the proposed product, including, if necessary, complete working drawings, or written approval of such design if not furnished solely by Customer;
- (b) written approval of design if such design is not furnished solely by Customer;
- (c) all tryout materials required to produce sample parts;
- (d) inspection reports of Riviera supplied samples prior to tool modifications, if any; and
- (e) written approval of final product design.

In respect of items manufactured by Riviera to Customer's requested, furnished or approved specifications or design, Customer shall defend and indemnify Riviera, its successors, customers and agents against and hold them harmless from any and all claims, losses or expenses (including attorney's fees) arising or alleged to arise, in whole or in part, from the manufacture, sale or use of the items, including, but not limited to, patent, trademark or copyright infringement and any products liability actions based, in whole or in part, on allegations of defective design.

### 4. WARRANTIES

Riviera warrants to customer only that each item covered by this quote will conform to the design specifications furnished and/or approved by Customer within the dimensional tolerances specified by Customer and within the range of normal commercial variation. RIVIERA MAKES NO OTHER WARRANTY EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED. This warranty may not be expanded or modified in any way except in writing by an officer of Riviera and does not in any case extend to items which have been damaged, misused, modified, or repaired after leaving Riviera's possession. Riviera's entire liability shall not be greater than the replacement of the items involved or the refund of the applicable price at Riviera's option, which shall be Customer's exclusive remedy. Riviera's liability shall in no event extend to incidental or consequential claim, loss or expense of any sort. Any claim or breach by Riviera must be made in writing within thirty (30) days of shipment or be conclusively waived by Customer.

### 5. CANCELLATION AND RETURNS

No accepted orders shall be canceled or shipment deferred except as otherwise noted on Riviera quote unless otherwise mutually agreed in writing. Should Customer nevertheless cancel, all furnished and unfurnished items will be invoiced based on Riviera's estimate of the proportion of each item completed plus gross profits lost on the uncompleted portion of each item which total Customer agrees to pay. The items covered by this quote are not returnable.

### 6. MISCELLANEOUS

- (a) Riviera's production and/or sale of the items is strictly limited to the terms and conditions stated herein. No course of dealing or usage of trade is relevant to explain this agreement. Any conflicting or additional terms, whether consistent or inconsistent with the terms hereof, indicated by Customer prior or subsequent to this quotation are excluded unless expressly acknowledged herein by Riviera. Any acceptance of the quotes contained herein or an acceptance of the items shipped hereunder shall be deemed to have incorporated this paragraph and have excluded by reference any such conflicting or additional terms.
- (b) All quotations are subject to correction for clerical errors.
- (c) No credit will be allowed for additional labor costs expended by Customer on items shipped hereunder or products produced by such items unless by Riviera's written agreement.
- (d) The terms and conditions set forth herein may be altered, modified or added to only by a writing signed by Riviera.
- (e) This transaction shall be governed by the interpreted under the laws of the State of Michigan.
- (f) Any disputes under this agreement or involving the goods described in this quotation shall be resolved by arbitration or in courts of competent jurisdiction, in either case in Kent County, Michigan, unless otherwise agreed in writing by the officer of Riviera.