

LIMITED WARRANTY

Detroit Radiant Products Co. ("Manufacturer") warrants that all products and parts thereof are manufactured free from defects in material and workmanship and will remain in such condition for the period stated in the warranty certificate which accompanied your shipment. Defects arising from damage in shipment, faulty installation, misuse or negligence by others are not covered by this warranty. The exclusive remedy for such defects is the repair or replacement of products or parts which, upon inspection by Manufacturer, appear to be so defective. Written notice of such defects must be given to Manufacturer and any defective part of product must be returned to Manufacturer's plant at buyer's cost.

MANUFACTURER WILL IN NO EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER. Please refer to the warranty certificate for specific terms and conditions.

ACCOUNT AGREEMENT & TERMS FORM

1. **Agreement Between the Parties.** All Company orders accepted by Detroit Radiant are subject to these terms and conditions. Any provisions of Company's invoices, billing statements, order forms, acknowledgement forms or similar documents that are inconsistent with these terms and conditions shall not apply.
2. **Credit Evaluation.** Company authorizes Detroit Radiant to investigate Company's credit history and credit worthiness. Detroit Radiant may extend credit terms to Company only if Company provides three (3) credit references demonstrating, in Detroit Radiant's sole discretion, a sound credit history from reputable businesses. At Detroit Radiant's discretion open credit terms may be denied or subsequently revoked, open credit terms may be extended or a joint payment commitment may be required.
3. **Prices/Payment Terms.** All prices quoted shall be payable in legal tender of the U.S.A. Payment terms are net thirty (30) days. If Company fails to pay any invoice within 30 days of invoicing, Detroit Radiant reserves the right to charge interest at 1% per month on such invoices, beginning with the 31st day. International orders are subject to a 50% advance deposit and/or company reserves the right to insure the shipment with EX/IM Bank of the United States.
4. **Delivery.** Unless otherwise agreed upon, delivery terms are F.O.B. Detroit Radiant's Facility in Warren, MI 48089. Shipping Class 85. International customers shall arrange and specify shipping preferences.
5. **Cancellation/Restocking Fee.** Company's orders are non-cancelable unless agreed to in writing by Detroit Radiant. Detroit Radiant may charge a 15% restocking fee plus any damages (if applicable) on material(s) returned.
6. **Limitations of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THE LIMITED WARRANTY (SEE ABOVE), DETROIT RADIANT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE PERFORMANCE OF THE SERVICES AND/OR PROVISION OF PRODUCTS, OR THE MERCHANTABILITY OR FITNESS OF ANY OF THE COMPANY'S PRODUCTS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DETROIT RADIANT BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES.
7. **Waiver of Subrogation.** Purchaser further agrees to waive all rights of subrogation that would otherwise be available to its insurers, regardless of the theory of recovery, relating in any way to the design, testing manufacture, sale or installation of any goods, any components, or any related services.
8. **Indemnification.** Company shall indemnify, defend and hold Detroit Radiant harmless from and against all liability, loss, damage, costs, and expenses whatsoever arising from Detroit Radiant acting in accordance with Company's instructions or specifications, and breach by Company in any undertaking contained in this Agreement, or from Company's negligence or willful misconduct.
9. **Force Majeure.** Detroit Radiant shall not be liable for any loss or damage caused by delay in the performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond Detroit Radiant's control, including but not limited to any act of God, war, civil disturbances, government restriction, prohibitions, or enactments of any kind, import or export regulations, strikes, lockouts, or trade disputes, difficulties in obtaining workmen or material, breakdown of machinery, flood, fire or accident. Should any such event occur, Detroit Radiant may cancel, or suspend the order without incurring any liability for any loss or damage.
10. **Miscellaneous.** This Agreement may not be amended, except in writing, signed by a duly authorized representative of each of the parties. This Agreement shall not be assigned by either party without the prior written consent of the other part hereto. This agreement shall be interpreted, and construed under the laws of the state of Michigan, United State of America without regard to its conflict of law principles. Any dispute arising out of any business relationship between the parties shall be resolved only in courts within the State of Michigan. Such courts shall have venue and exclusive subject matter and personal jurisdiction, and the parties consent to service by process by registered mail, return receipt requested or by any other manner provided by law.