



## GM Nameplate, Inc. Terms and Conditions

### WARRANTY INFORMATION

#### Warranty, Disclaimer of Warranties, and Limitations on Remedies:

1. What is Covered by this Warranty. GM Nameplate warrants its products will (a) conform to all drawings and specifications agreed to and quoted by GM Nameplate and (b) are free from non-conformances in materials or workmanship. The duration of this warranty is one year from date of delivery or as otherwise quoted with the exception noted below in "Shelf Life Warranty and Control". If, while product is under warranty, buyer discovers a failure of the product to conform to specifications or a non-conformance in materials or workmanship, buyer must notify GM Nameplate in writing within 15 days after discovery. Within a reasonable time after receipt of product believed to be non-conforming, GM Nameplate will determine if the product meets all specifications. If non-conforming, GM Nameplate will repair product proven to be non-conforming, or at its option, provide either: (i) replacement product; or (ii) full refund of the purchase price. These remedies are the purchaser's exclusive remedies for breach of warranty.

Shelf Life Warranty and Control: GM Nameplate warrants the performance of adhesive supplied on products or die cut adhesive components for a period of two years from date of manufacture as indicated on the GMN product Certificate of Conformance (C of C) if failure of the adhesive occurs and it is shown by documentation that the customer has stored the affected product under the specified controlled conditions as follows: For parts with an adhesive, the humidity range shall be maintained from 20% to 70% inclusive, and the temperature range shall be maintained between 40° to 90° Fahrenheit inclusive. Any deviation from this shall be addressed by mutual contractual agreement.

2. What is Not Covered by this Warranty. GM Nameplate does not warrant (a) defects or non-conformances caused by failure to provide a suitable installation environment for the product; (b) damage caused by disasters such as fire, flood, wind and lightning; (c) damage caused by unauthorized attachments or modification; (d) damage caused by any other abuse or misuse by the purchaser or any third party; or (e) failure or non-conformances of any product due to the effects of components not supplied by GM Nameplate, Inc.

3. Disclaimer of Warranty. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. Exclusion on Recoverable Damages. In no event shall GM Nameplate be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Nonrecoverable damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the product or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime, delay damages, the claims of third parties including customers, and injury to property. In no event will GM Nameplate be liable for personal injury up to and including death.

5. Any action for breach of warranty must be commenced within 15 months following delivery of product or as specifically identified in writing by GM Nameplate.

6. No Other Warranties. Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of GM Nameplate or any other party is authorized to make any warranty in addition to those made in this agreement.

7. Allocation of Risks. This agreement allocates the risks of product failure between GM Nameplate and the purchaser. This allocation is recognized by both parties and is reflected in the price of the goods. The purchaser acknowledges that it has read these Terms and Conditions, understands them, and is bound by their terms.

### ADDITIONAL TERMS AND CONDITIONS TO ACCEPTANCE

1. TERMS TO OPEN ACCOUNT PURCHASERS: Net 30. Past due after 30 days from date of invoice. A monthly finance charge equal to the state legal maximum rate of interest will be imposed on any portion of your account not paid within 45 days of invoice date. GM Nameplate reserves the right to change these credit terms at any time.

2. No parts will be accepted for return for any reason unless: (a) Claim is made within 15 days after discovery of a product's failure to conform to specifications or a non-conformance in material or workmanship; (b) Written permission to return the parts is provided or a returned merchandise number is assigned by GM Nameplate, Inc.; (c) Parts are returned



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properly packaged and within 30 days from discovery of a product's failure to conform to specifications or a non-conformance in material or workmanship.

3. Any merchandise returned contrary to Item No. 2 above will be refused.
4. Shipment of 10%, more or less, of quantities ordered shall constitute complete and fair delivery. Orders will be billed for the quantity shipped.
5. Our pricing has been based upon our plan to ship product to you per our agreed upon ship date. Additional charges may apply for purchaser requested expedited delivery. Purchaser requested delays in shipment dates will be accommodated when possible but in no instance will a change in the agreed upon ship date be pushed out beyond 30 days from the original contracted date.
6. Multiple or split shipments requested by the purchaser and agreed to by GM Nameplate, Inc. are subject to a minimum handling charge per shipment. Each shipment must have a value of at least \$500.00 to be considered, and all parts must be shipped within 90 days from the first release.
7. All preparatory work and fabricating tools remain the exclusive property of GM Nameplate, Inc., even though paid for by the purchaser, unless otherwise agreed in writing.
8. GM Nameplate, Inc. may, at its option, scrap tools and dies and all other preproduction and production aids not used for 3 years.
9. The purchase cannot be cancelled except upon terms that will compensate GM Nameplate, Inc. against expense and/or loss. The purchaser guarantees the legal propriety of all matter submitted to GM Nameplate, Inc. for products to be manufactured and will defend, indemnify, and hold GM Nameplate, Inc. harmless against all claims and/or causes of action arising from the manufacture of such matter, including the legal fees, expenses, costs, and disbursements incurred by GM Nameplate, Inc. in defending or contesting the same.
10. When purchaser's instructions and layout are not specific and clear, any changes made from GM Nameplate, Inc.'s interpretation of such will be considered a purchaser alteration and may require extra charges.
11. All artwork and other property are held at purchaser's risk and GM Nameplate, Inc. assumes no responsibility for loss or damage by fire, water or from other cause.
12. Prices are based on quality standards outlined in GM Nameplate, Inc.'s corporate cosmetic and performance specifications. Cosmetic and performance specifications unique to an individual company or order which differ from GM Nameplate's standards must be identified prior to quotation and will be priced accordingly.
13. Delivery of the goods is contingent upon an absence of strikes, fire, accident, war, unusual market conditions, or conditions beyond GM Nameplate, Inc.'s control, whether or not similar to those herein specifically enumerated.
14. If an order is placed in the hands of an attorney for collection or if suit is brought to collect any of the account balance or interest thereon, the purchaser agrees to pay reasonable attorney fees, expenses, costs, and disbursements incurred by GM Nameplate, Inc.
15. Title of merchandise passes to buyer at the point where GM Nameplate, Inc., delivers product to the customer or to the customer's consignee for shipment. Any damage to or loss of product during shipment will be borne by the party responsible for shipment.
16. If any Term or Condition is determined by the court having jurisdiction to be overbroad or unenforceable, the smallest possible part of the Term or Condition shall be severed, with the remainder of these Terms and Conditions fully enforceable.
17. All claims, disputes, and/or issues arising under, arising out of, or relating to the contract between GM Nameplate and purchaser, without exception, will be filed in King County Superior Court, King County, Washington, or the United States District Court, Western District of Washington, and shall be decided under and in accordance with the laws of the State of Washington, without reference to Washington State's choice of law principles.