

**MOTION INDUSTRIES, INC.**  
**STANDARD TERMS AND CONDITIONS OF SALE**

PRODUCTS AND SERVICES SOLD ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND AT THE MOTION INDUSTRIES WEBSITE, WWW.MOTIONINDUSTRIES.COM, NOTWITHSTANDING ANY CONTRADICTIONARY TERMS OF THE BUYER'S PURCHASE ORDER. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN AND THOSE SET FORTH AT THE MOTION INDUSTRIES WEBSITE, THE TERMS AND CONDITIONS OF SALE SET FORTH AT THE MOTION INDUSTRIES WEBSITE SHALL PREVAIL. NO PERSON HAS THE AUTHORITY TO ALTER THESE TERMS OTHER THAN A CORPORATE OFFICER OF MOTION INDUSTRIES, INC., AND ANY SUCH ALTERATION MUST BE IN WRITING. BUYER'S ACCEPTANCE OF PRODUCTS CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE.

1. **Pricing.** All prices are F.O.B. shipping point unless otherwise specified. Product dimensions and/or quantities are subject to change. Quoted prices are subject to addition for federal, state or local taxes, and subject to change if Products are not shipped within 10 days. Otherwise, prices in effect at time of shipment will prevail. It is the obligation of Buyer to provide evidence of sales tax exemption to Motion Industries. Notwithstanding the foregoing, in the event that sales tax is determined to be due upon any purchase, Buyer will pay the amount of such tax to Motion Industries for payment to the appropriate taxing authorities.

2. **Acceptance.** Any Buyer purchase order is subject to approval and acceptance by an authorized representative of Motion Industries at the Servicing Branch or its general office in Birmingham, Alabama, and subject to the terms set forth herein. Motion Industries expressly limits its acceptance to these terms. Additional or different terms in Buyer's purchase order shall not be binding on Motion Industries, and are hereby expressly rejected. Buyer agrees to inspect the Products within seventy-two (72) hours after receipt of the Products, and Buyer agrees to promptly notify Motion of any readily-apparent defects or nonconformities. Buyer waives any right to object to such defects or nonconformities later than seventy-two (72) hours after receipt of the Products.

3. **WARRANTIES.** MOTION INDUSTRIES WARRANTS THAT FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF THE INVOICE OR THE DELIVERY OF THE PRODUCTS OR SERVICES, WHICHEVER IS SOONER, THE PRODUCTS AND/OR SERVICES COVERED HEREBY CONFORM TO THE DESCRIPTION AND SPECIFICATIONS ACCEPTED BY MOTION INDUSTRIES WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, IF ANY; PROVIDED, HOWEVER, PRODUCT DIMENSIONS AND/OR QUANTITIES ARE SUBJECT TO CHANGE. **ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

MOTION INDUSTRIES SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OR RESULTING FROM THE BREACH OF ANY OF THE TERMS HEREOF OR FROM THE SALE, HANDLING OR USE OF THE PRODUCTS SOLD OR SERVICES RENDERED. MOTION INDUSTRIES' LIABILITY HEREUNDER, FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE, IS

EXPRESSLY LIMITED AT THE OPTION OF MOTION INDUSTRIES: (A) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE SPECIFICATIONS SET FORTH HEREIN, (B) TO THE REPAIR OF SUCH PRODUCTS, OR (C) TO THE REFUND OR CREDITING TO BUYER OF THE PRICE OF SUCH PRODUCTS.

MOTION INDUSTRIES IS A DISTRIBUTOR, AND NOT A MANUFACTURER OF PRODUCTS. ACCORDINGLY, ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS THAT OF THE MANUFACTURER ONLY AND **NOT** THAT OF MOTION INDUSTRIES. MOTION INDUSTRIES AGREES TO USE COMMERCIALY REASONABLE EFFORTS TO CAUSE ITS MANUFACTURERS TO FURNISH PRODUCTS THAT WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, WILL BE FREE FROM PATENT INFRINGEMENT, AND WILL BE MERCHANTABILITY. SHOULD THE PRODUCT FAIL TO MEET ANY MANUFACTURER'S WARRANTY, THEN UPON NOTIFICATION THEREOF AND SUBSTANTIATION THAT THE PRODUCT HAS BEEN STORED, INSTALLED, MAINTAINED AND OPERATED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND STANDARD INDUSTRY PRACTICE, MOTION INDUSTRIES SHALL ASSIST BUYER IN OBTAINING SUITABLE REPAIR OR REPLACEMENT, OR OTHER REMEDY, AS PROVIDED IN THE APPLICABLE MANUFACTURER'S WARRANTY.

**4. Delivery Terms.** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise agreed in writing by Motion Industries, delivery will be made and title will pass to Buyer F.O.B. point of shipment. Expense and risk of loss of transporting the goods shall pass to Buyer at point of shipment.

**5. Delivery in Installments.** Motion Industries reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of the obligations to accept and pay for remaining deliveries.

**6. Payment.** Unless otherwise agreed in writing by an authorized officer of Motion Industries, terms of payment are 1% discount for payment by the 25<sup>th</sup> of the month for invoices dated from the 1<sup>st</sup> through the 15<sup>th</sup> of the same month, and payment by the 10<sup>th</sup> of the next month for invoices dated from the 16<sup>th</sup> to the end of the month. Otherwise, net payment is due within thirty (30) days of invoice date. U.S. Postal Service post mark shall be determinative. Discounts are not available for payment by credit card or for cash purchases.

Should the financial responsibility of Buyer at any time become unsatisfactory to Motion Industries, Motion Industries shall have the right to require payment for any shipment hereunder in advance or, in the alternative, the provision of satisfactory security. If Buyer fails to make payment in accordance with the terms of this Agreement or fails to comply with any provision hereof, Motion Industries may at its option, in addition to any other remedies, cancel any unshipped portion of an order and other pending orders. Buyer shall remain liable for all unpaid accounts. In the event Buyer fails to make payment in accordance with the terms of this Agreement, the account shall be deemed to be delinquent and a late charge of one and one-half percent (1½%) per month will be assessed on the unpaid balance. Buyer agrees to pay all collection costs and expenses, including reasonable attorneys fees, incurred by Motion Industries in collecting or attempting to collect such account.

Motion Industries is a subsidiary of Genuine Parts Company. In the event Buyer owes any past due indebtedness to Motion Industries, or any other operating unit (including all divisions or subsidiaries) of Genuine Parts Company, then any amounts that such operating unit owes to Buyer may be offset against such indebtedness and the Genuine Parts Company unit shall be obligated to pay to Buyer only the net amount after application of such setoff.

7. **Freight and Handling.** Unless otherwise provided in writing, freight charges on all shipments, and spotting, switching, demurrage, or drayage at destination are to be paid by Buyer. All incoming shipping and handling charges on all material on which the supplier of said material does not pre-pay or allow freight into Motion Industries' warehouse, and all outgoing shipping and handling charges on all shipments from Motion Industries to Buyer shall be borne by Buyer. Any difference in the amount of freight from that shown on the invoice as being included, is for Buyer's account. Motion Industries reserves the right to designate origin and intermediate carriers. If a specific delivering carrier is required, Buyer must designate such carrier in writing to Motion Industries prior to shipment.

8. **Taxes.** Prices do not include any present or future sales, use, excise, or similar taxes. All such taxes shall be for Buyer's account.

9. **Delay.** Motion Industries shall not be liable for any failure or delay in manufacture, shipment or delivery of Products resulting from any cause beyond Motion Industries' control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout, or other labor difficulty, riot, war, terrorist acts, insurrection, shortage of or inability to secure labor, raw materials, production or transportation facilities. Shipping dates are approximate and are based on conditions at the time of quotation. Motion Industries shall not be liable for failure or delay in performance due to prior sale of Products. In the event of such delay, there will be no termination and the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

10. **Cancellation.** No order may be canceled or changed in whole or in part without the prior written consent of Motion Industries. Shipment of Products cannot be extended beyond the original shipping date specified without Motion Industries' written consent.

11. **Compliance with Laws.** Motion Industries warrants that it has complied, and will continue during the performance of this order to comply, with the provisions of all applicable federal, state and local laws and regulations from which liability may accrue to Buyer as a result of any violation thereof by Motion Industries. Motion Industries warrants compliance with the Fair Labor Standards Act and the Equal Employment Opportunity Act, as amended, in its performance. Compliance with any federal, state or local procurement regulations, laws, or contract provisions in any form of government contracting by Buyer, shall be solely the responsibility of the Buyer.

12. **Copy of Buyer's License.** Buyer agrees to furnish to Motion Industries a copy of any state license that would cause purchases by Buyer to be free of sales tax. Further, Buyer shall continually furnish copies of such licenses from year to year, as the same are renewed.

13. **Assignment.** Buyer may not assign this Agreement without prior written consent of Motion Industries.

14. **Specifications.** Specifications and instructions are in accordance with directions of Buyer and full responsibility for their correctness is assumed by Buyer.

15. **Claims.** Claims for errors, shortages or defective goods must be made within ten (10) days after receipt of material.

16. **Waiver.** Waiver of any breach of this Agreement shall not be construed as a waiver of any other breach.

17. **Return Goods Policy.** No Products will be accepted for return without a Motion Industries approved Return Goods Authorization (“RGA”). All returns are subject to a restocking charge. Special ordered or modified Products are not returnable.

18. **Miscellaneous Credits.** Motion Industries may apply any miscellaneous credits to the account of the Buyer, including the off-set of any unpaid invoices, late charges or others amounts due to Motion Industries. Any miscellaneous credits remaining unapplied for one (1) year, may, at the discretion of Motion Industries, be turned over to the appropriate state agency responsible for unclaimed property.

19. **Fabrication.** In the event that the sale involves the fabrication of any Products by Motion Industries, including without limitation hose or fluid power products, the specifications for such fabrication shall be the sole responsibility of the Buyer.

20. **Nuclear or Other Hazardous Activities.** Unless specifically acknowledged and agreed in writing by a duly authorized officer of Motion Industries, Products sold hereunder may not be used in connection with any nuclear facility or any other hazardous activity, including without limitation, military, aerospace, missile or other critical application. Buyer agrees to indemnify and hold Motion Industries harmless from any liability that results from Buyer’s use that is inconsistent with this paragraph.

21. **Environmental and Safety.**

(a) **Material Safety Data Sheets (MSDS).** Motion Industries provides MSDS that are prepared by its manufacturers. MSDS are not prepared by Motion Industries. Current MSDS will be provided to Buyer in connection with a purchase of a Product when required by law or regulation.

(b) **Dangerous Goods/Hazardous Materials.** Certain types of Products may contain Volatile Organic Compounds, Ozone Depleting Substances, Mercury or other chemicals subject to restrictions by state and/or federal law and regulation. Motion Industries does not guarantee that any Product is in compliance with such restrictive state and/or federal law and regulation, and assumes no responsibility for how Products containing such restricted substances shall be used, installed or resold by Buyer. Buyer assumes sole responsibility for compliance with all applicable state and/or federal law and regulation concerning such affected Products. Motion Industries will cooperate with Buyer with respect to the handling, shipping or other disposition of affected Products.

(c) **Shipping.** In addition to the Delivery Terms and the Freight and Handling paragraphs above, the Buyer acknowledges that hazardous materials require special handling, labeling and packaging. Carrier surcharges may also apply. Buyer agrees to pay for all shipping, handling labeling and packaging charges associated with the shipping of hazardous materials. Motion Industries is not responsible for, nor is it to be considered the “offeror” for, any further shipment or transshipment made by or on behalf of Buyer by any mode of transportation. Buyer assumes full responsibility for compliance with all state and/or federal rules and regulations governing the Product’s further transportation by ground, air or water in domestic and/or international commerce.

22. **Products Sold for Buyer’s Export.** Buyer assumes responsibility and liability for compliance with all U.S. and international laws, treaties and customs rules and regulations applicable to the export of Products by Buyer.

23. **Electronic Commerce.** Motion and Buyer specifically agree that purchases and sales between them may be conducted electronically in accordance with the Alabama Uniform Electronic Transactions Act.

24. **Modification.** Unless Buyer and Motion Industries have specifically executed a supply agreement for the purchase and sale of Products, there are no terms, conditions, understandings or agreements between Buyer and Motion Industries other than those stated herein and all prior proposals and negotiations are merged herein. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREOF SHALL BE BINDING UPON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY. NO MODIFICATION OR ALTERATION OF THE PROVISIONS HEREOF SHALL RESULT FROM MOTION INDUSTRIES’ SHIPMENT OF MATERIAL FOLLOWING RECEIPT OF BUYER’S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS AND CONDITIONS IN ADDITION TO OR IN CONFLICT OR INCONSISTENT WITH THE PROVISIONS HEREOF.

25. **Venue; Governing Law.** THE BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT JURISDICTION AND VENUE FOR ANY ACTIONS BROUGHT BY EITHER PARTY SHALL BE EXCLUSIVELY IN THE COUNTY AND STATE OF THE MOTION INDUSTRIES SERVICING BRANCH FROM WHICH THE PRODUCT OR SERVICE WAS TO BE PROVIDED. THE PARTIES FURTHER AGREE THAT THE LAW OF ALABAMA SHALL APPLY. The provisions of the United Nations Convention on Contracts for the International Sales of Goods shall not apply.

**MOTION INDUSTRIES, INC.**

**STANDARD TERMS AND CONDITIONS FOR PURCHASES**

**1. TERMS AND CONDITIONS/ACCEPTANCE:** These terms and conditions control Motion Industries, Inc.'s (hereinafter "Motion") purchases of goods and services from any supplier, distributor, manufacturer, or retailer (hereinafter "Supplier"). In the event of any conflict between the terms and provisions or any purchase order (hereinafter "Order"), invoice, or any other contracts, exhibits, representations or agreements (whether written or oral), the terms set forth herein shall control. These terms and conditions may not be waived or modified except as specifically set forth in writing by Motion. By accepting any Order from Motion, Supplier acknowledges these terms and conditions and agrees that they are incorporated by reference into any Order, and Supplier agrees to comply with all the terms and conditions set forth herein. Supplier also acknowledges that these terms and conditions shall apply to all of Motion's divisions and subsidiaries.

**2. PRICING:** Supplier shall furnish the goods or services in strict accordance with the price and delivery schedule stated in the Order. TIME IS OF THE ESSENCE with respect to all of Supplier's performance hereunder. Unless otherwise stated, prices on invoices include all charges for inspection and packaging. Prices shall remain fixed from the time of the acceptance of the Order through the completion of each Order.

**3. PAYMENT:** Supplier shall issue invoices only after delivery of the goods and/or completion of the services ordered by Motion in the Order. Invoices shall include the Order number, part numbers, the Motion facility in question, description of the goods or services, quantities, unit price, applicable taxes, and extended totals. Supplier shall clearly indicate on all invoices any line-item charges for applicable federal, state and municipal sales taxes or any other taxes appropriate for the transaction at issue.

Supplier agrees to invoice Motion no later than one hundred eighty (180) days after shipment of goods or performance of the services set forth in the Order. Motion will not be obligated to make payment against any invoices submitted after such period. Motion may reject any invoice for noncompliance with any of the provisions of this paragraph. Motion shall issue payment within forty-five (45) days after its receipt of a correct and conforming invoice (which includes all supporting documentation). Payment is deemed made when Motion's check is mailed or Motion's EDI funds transfer is initiated. If for any reason Motion had made payment for goods or services that were subsequently rejected, such payment shall be refunded by Supplier within ten (10) days after Motion's request therefore or, at Motion's option, said payment shall be deducted from any other or subsequent payments due or to become due to Supplier.

**4. SET-OFF; RECOUPMENT:** Motion shall have the right at any time to set off from any invoice any amount owed by Supplier to Motion.

**5. WARRANTY:** IN ADDITION TO ANY WARRANTY IMPLIED BY LAW, SUPPLIER WARRANTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE OF THE GOODS BY MOTION THAT: (A) ALL GOODS OR SERVICES PROVIDED HEREUNDER ARE NEW, OF THE GRADE AND QUALITY SPECIFIED, FREE FROM DEFECTS IN DESIGN, MATERIAL AND WORKMANSHIP AND ARE OF A QUALITY OF WORKMANSHIP; (B) SUPPLIER HAS GOOD AND MARKETABLE TITLE TO THE GOODS AND SERVICES AND HAS CONVEYED SUCH TITLE TO MOTION FREE FROM ANY ENCUMBRANCES, LIENS, SECURITY INTERESTS OR OTHER DEFECTS IN TITLE; (C) THE GOODS OR SERVICES PURCHASED HEREUNDER CONFORM TO

APPLICABLE SPECIFICATIONS, DRAWINGS, SAMPLES AND OTHER DESCRIPTIONS, IF ANY, REFERENCED HEREIN; AND (D) THE GOODS OR SERVICES PURCHASED HEREUNDER ARE MERCHANTABLE AND SUITABLE FOR THE PURPOSES INTENDED. All warranties set forth herein shall survive any inspection, delivery, acceptance, payment, expiration or early termination of an Order, and such warranties shall run to Motion, its successors, assigns, customers and any end users of the goods. Any goods repaired or replaced and services re-performed shall be warranted for the remaining period of the one (1) year term, or six (6) months, whichever is longer.

In the event of a breach of any warranty set forth above for goods or services provided under any Order, Supplier agrees to repair or replace at its own expense all said goods or services. Payment for and inspection, tests, acceptance or use of the goods furnished hereunder shall not affect Supplier's warranty obligations, and such warranties shall survive inspection, tests, acceptance and use.

**6. REMEDIES/NON-WAIVER:** Motion's remedies provided herein are cumulative and in addition to any other or further remedies provided by law or in equity. Any waiver by Motion of Supplier's breach of an Order or any term or condition set forth herein must be in writing and shall not operate or be construed as a waiver by Motion of any subsequent breach by Supplier. Any delay or omission in exercising any right, power or remedy pursuant to a breach or default by Motion shall not impair any right, power or remedy that Motion may have with respect to that or any other future breach or default.

**7. FORCE MAJEURE:** Motion shall not be responsible for any delay in its acceptance of the goods or services or for any loss or damage which is incurred or suffered by Supplier in relation to any Order as a result of a strike, lockout or other industrial disturbance, act of public enemies, any government action, any civil or military action, insurrection, riot, landslide, hurricane, drought, fire, earthquake, explosion, flood, storm, act of God, or any other cause or event not reasonably within Motion's control. Supplier shall immediately notify Motion in writing if its performance hereunder is delayed due to any such event and Motion may either (a) extend the time of performance, or (b) terminate the uncompleted portion of the Order at no cost to Motion.

**8. INDEMNITY:** Supplier shall indemnify, defend, and hold Motion and its parent company, divisions, subsidiaries, affiliated entities and employees harmless from and against all liability, loss, costs, attorney's fees and expenses, and damages (collectively, "Losses"), resulting from or arising out of (i) any claim that the goods or services are defective, negligently designed or manufactured in any manner, or otherwise determined to be the cause of injury or death to persons, or damage to property, or both; (ii) any claim that the goods or services or the manufacture, sale or labeling of the goods or services fails to comply with any governmental requirement, or the labeling on any goods, or on or within the packaging for any goods (including any instructions or warnings thereon), is inadequate in any manner; (iii) any claim that the goods should have been recalled pursuant to any governmental requirement; (iv) Supplier's negligence or willful misconduct in supplying the goods or services; (v) any claim that the goods or services violate or infringe on any patent, trademark, copyright or other intellectual property right; or (vi) any claim, action, suit or proceeding by any person, firm, governmental agency or corporation resulting from or arising out of (i) through (v) above.

**9. RELATIONSHIP BETWEEN PARTIES:** The relationship between the parties hereto is that of independent contractors. Nothing in an Order shall be construed as creating any partnership, joint venture, or agency between the parties.

**10. ASSIGNMENTS:** Supplier shall not assign, delegate or subcontract this Order or any obligations hereunder without Motion's prior written consent. Any such attempted assignment or delegation without Motion's prior written consent shall be void and have no force or effect and, at Motion's option, shall be cause for Motion's termination of any or all Orders.

**11. INSPECTION; ACCEPTANCE:** Supplier, at its cost, shall inspect all goods prior to shipment to Motion and all services prior to completion. If requested by Motion, Supplier shall immediately provide Motion with a copy of the inspection results or other related records. Motion reserves the right to conduct its own inspection and testing wherever such goods or services are located. If Motion conducts such inspection or testing on Supplier's premises, Supplier shall provide, without additional charge, all reasonable facilities and assistance for such inspection and tests. Final inspection and acceptance by Motion shall be at the Motion location designated in this Order unless otherwise specified in this Order.

In the event that the goods do not conform with the Order or the terms and conditions set forth herein, Motion may, at its election (in addition to any other remedies set forth in these terms and conditions or available under common law, statute, or otherwise): (a) reject and refuse delivery or return the nonconforming goods at Supplier's expense to Supplier for full credit; or (b) unless directed otherwise by Supplier, undertake reasonable commercial efforts to sell such non-conforming goods and pay Supplier the price obtained from the sale of such goods, less any expenses or damages incurred by Motion in selling same and any damages resulting from the nonconformance; or (c) (in the event of services) require Supplier, at Supplier's sole expense, to re-perform or repair the services to make the services conforming.

**12. DELIVERY/TITLE/RISK OF LOSS:** Unless otherwise noted on the Purchase Order or stipulated in a Purchasing contract, Goods shall be shipped by Supplier F.O.B. Destination, Freight Prepaid, and services shall be performed at the Motion location specified on the Order. Supplier agrees to utilize Motion's preferred freight carriers whenever possible. Regardless of FOB terms of sale, title and risk of loss shall pass and acceptance of goods shall take place when such goods have been delivered to Motion's specified destination and passed Motion's inspection and test. Motion reserves the right to specify a different delivery location after the Order has been placed. Supplier shall enclose a packing list for all shipments showing the Order number, Supplier's name, and the exact quantity and description of goods shipped. Supplier shall not charge Motion for boxing, crating, handling damages, carting, storage or other packaging or hauling requirements. All packaging must meet commercial standards and accepted industry practices to ensure against damage to and for full protection of the goods.

If delivery or performance is not made within the time stated in the Order (or, if no time is stated, within a reasonable time), Motion may, in addition to Motion's other rights and remedies, purchase the goods elsewhere or retain substitute performance of the services, charge Supplier for any resulting expense, loss or damage and/or cancel the applicable Order.

**13. DEBIT MEMO POLICY/BILLING DISPUTES:** Supplier acknowledges Motion's right to issue a debit memo to remedy any disputes related to pricing, quantities delivered, freight charges or any other discrepancy. Supplier has 90 days from receipt to respond to the debit memo. Any dispute or disallowance should be emailed to [ap.corporate@motion-ind.com](mailto:ap.corporate@motion-ind.com). If the debit has not been disputed within the 90 days, Supplier must honor the debit, and Supplier agrees that it will waive any right to dispute said debit memo, regardless as to the validity of the claims.

Supplier agrees to attempt to reconcile all charges, invoices, costs, expenses or other amounts due from Motion in writing within 180 days of the date of the initial invoice or 180 days after the transaction or occurrence at issue, whichever is earlier. Supplier agrees that if it does not bring said charges, invoices, costs, expenses or other amounts due from Motion to Motion's attention in writing within said time frame, Supplier agrees that it thereby waives any rights associated with said claims, regardless as to the validity of the claims.

**14. COMPLIANCE WITH LAWS:** Supplier shall comply with all national, state, and local statutes, laws, ordinances and regulations governing the manufacture, transportation, import, export and the sale of goods and services anticipated in any Order.

**15. TERMINATION:** Motion may terminate any Order without penalty by giving notice to Supplier, effective immediately upon such notice, on the happening of any one or more of the following events: (a) breaches any term or condition set forth herein or set forth on any Order; (b) any applicable statutes, laws, ordinances and regulations prevent full compliance with any Order by Supplier or Motion; or (c) commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization or similar laws of any jurisdiction by or against Supplier, or if any order shall be made or any resolution passed for the winding up, liquidation or dissolution of Supplier, or if a receiver is appointed for Supplier or its property. Additionally, Motion shall have the right at any time without cause to terminate all or any part of an undelivered portion of any Order, effective upon written notice to Supplier, provided that Motion shall be responsible for Supplier's actual and direct out-of-pocket costs reasonably incurred in reliance on the Order until the date of such termination (but Motion shall have no liability to Supplier or any third parties for consequential, indirect, special or exemplary damages based upon said Order termination, even if Motion is advised of the possibility of the same).

**16. CHOICE OF LAW/MISCELLANEOUS:** The Order and these terms and conditions constitute the entire agreement of the parties with respect to the matters hereto. The Order and these terms and conditions shall be governed by the laws of the State of Alabama, without regard to conflict of law principles. Each party agrees to perform all further acts and execute, acknowledge, and deliver any documents reasonably necessary, appropriate or desirable, to carry out the provisions of the Order and these terms and conditions. Every covenant, term, and provision of the Order and these terms and conditions shall be construed simply according to its fair meaning and not strictly for or against any party. If any one or more of the provisions of the Order or these terms and conditions shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.