

Terms and Conditions of Sale

Please read these Terms carefully, as they set out our and your legal rights and obligations in relation to the Products that we sell.

1. Definitions and interpretation

1.1 In these Terms:

"Contract" means a contract between the parties for the sale and supply of Products entered into in accordance with Clause 3;

"Customer" means the customer for the Products as specified in terms and conditions document.

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected, including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars.

"Prices" means the American Integrated Supply LLC prices for the Products as sent by the Supplier to the Customer or published on the American Integrated Supply's website from time to time;

"Products" means the products which may be or are purchased by the Customer from the American Integrated Supply LLC

"Supplier" means American Integrated Supply LLC, a company incorporated in the State of Michigan having its registered office at 4250 Grand River Avenue Detroit, Michigan 48208.

"Terms" means these terms and conditions of supply.

2. These Terms

These Terms and Conditions of Sale contain the only conditions upon which the Supplier will deal with the Customer, and they govern all Contracts to the exclusion of all other terms and conditions.

3. Contracts

3.1 In order for a Contract to come into force via Americanintegratedsupply.com the following process must be completed:

- (a) The customer must add the products to be purchased to the customers shopping cart and proceed to checkout. New customers must create an account and login. Existing customers must enter login credential that have been provided.
- (b) Once the customer is logged in, the customer must select the shipping method, confirm order and customers consent to these terms and conditions listed in this document.
- (c) The customer will then be directed to the third party application to complete the secure payment transaction.
- (d) Once the customer has completed and confirmed the payment transaction an Order Acknowledgement will be emailed to the customers login email.

Once the supplier has confirmed that the order will be able to be filled the customer will receive an order confirmation with final order price and delivery cost. Upon the issue of an order confirmation by the Supplier a Contract will come into force between the parties.

4. Delivery

4.1 Unless otherwise agreed in writing:

- (a) If "will call" shipping method is selected in the order process, all Products will be collected by the Customer from the Supplier's premises within 5 Business Days following the order confirmation by the Customer of a email confirmation from the Supplier that the Products are available for collection;
- (b) If "US ONLY Standard Shipping and Handling" shipping method is selected in the order process, the Customer's final order confirmation and payment will include the Suppliers standard shipping and handling charge of \$8.00.
- (c) The Customer will be responsible for paying the Suppliers standard shipping and handling charge of \$8.00 once the order confirmation has been sent to the Customers registered email.
- (e) The Customer must request custom delivery quotes for shipment outside the United States.
- (f) Supplier will arrange for the products the customer purchases to be delivered to the delivery address that the customer specified during the checkout process.

5. Title

5.1 Legal and equitable title to the Products will pass from the Supplier to the Customer upon the later of:

- (a) Delivery or collection of the Products.
- (b) Receipt by the Supplier of all amounts due from the Customer to the Supplier under any Contract.

5.2 Until title to the Products has passed to the Customer:

- (a) the Customer will hold the Products as fiduciary agent and bailee of the Supplier.
- (b) the Customer will: (i) store the Products in a secure, safe, dry and clean environment separately from other products and goods; (ii) ensure that the Products are easily identifiable as belonging to the Supplier; (iii) not deface, destroy, alter or obscure any identifying mark on the Products or their packaging; (iv) ensure that no charge, lien or other encumbrance is created over the Products; and (v) deliver up the Products to the Supplier upon demand.

5.3 The Supplier shall be entitled without further notice to inspect or recover possession of any Products to which it retains title; and the Customer grants to the Supplier and its employees and agents an irrevocable licence to enter at any time any premises where the Products are or may be situated for the purpose of

inspecting or removing any such Products the title in which has remained with the Supplier.

- 5.4 The Supplier may bring an action for the Prices of Products, and any other amounts due under a Contract, notwithstanding that title to the Products has not passed to Customer.

6. Customers obligations

- 6.1 The Customer will not without the Supplier's prior written consent make or give any promises, representations, warranties or guarantees:

- (a) on behalf of the Supplier.
- (b) in relation to the Products.

- 6.2 Without prejudice to the Supplier's obligations under Clause 8, the Customer must comply with all applicable laws, rules and regulations relating to, and must obtain all licences, permits and approvals required in relation to:

- (a) the marketing, promotion and advertising of the Products.
- (b) import, export, distribution, sale, supply and delivery of the Products.

7. Prices and payment

- 7.1 The Supplier may issue an invoice for the Prices under a Contract to the Customer at any time after the Contract has come into force or the Products have been made available for collection by the Customer.

- 7.2 In addition to the price of the Products, the customer will have to pay a delivery charge, which will be notified on the order confirmation email.

- 7.3 It is possible that prices on the website may be incorrectly quoted, we will verify prices as part of our sale procedures so that the correct price will be notified before the contract comes into force

- 7.2 The Customer will pay the Prices to the Supplier during the checkout process once the order is confirmed by the Supplier

- 7.5 Payments may be made by any of the allowed payment methods as specified on the Suppliers website.

- 7.3 All amounts payable under a Contract are exclusive of all value-added, goods and services, sales, export, import, and other taxes and duties which will be payable by the Customer.

- 7.4 If the Customer does not pay any amount properly due to the Supplier under or in connection with a Contract and according to these terms and conditions, the Supplier may withhold the products ordered and or cancel the contract of sale for the products

8. Warranties

- 8.1 The Supplier warrants that:

- (a) the Supplier has the right to sell the Products;

- (b) the Products are free from any charge or encumbrance, subject to Clause 5 and subject to any other charge or encumbrance disclosed or known to the Customer before the relevant Contract is made;
- (c) the Customer shall enjoy quiet possession of the Products, subject to the rights referred to in Clause 8.1(b);
- (d) the Products correspond to any description of the Products supplied by the Supplier to the Customer;
- (e) the Products are of satisfactory quality;
- (f) the Products are fit for any purpose expressly made known by the Customer to the Supplier before the relevant Contract is made;
- (g) the Products correspond to any sample of the Products supplied by the Supplier to the Customer, and will be free from any defect making their quality unsatisfactory, which would not be apparent on reasonable examination of the sample;
- (h) the Products will comply with all laws, rules, regulations applicable to the marketing and sale of the Products in the State of Michigan;
- (i) the Products will bear all mandatory marks and signs associated with the laws, rules, regulations and standards referred to in Clause 8.1(h).

8.2 All of the parties' warranties, liabilities and obligations in respect of the subject matter of each Contract are expressly contained in these Terms or elsewhere in the relevant Contract. Subject to Clause 10.1 and to the maximum extent permitted by applicable law, no other terms concerning the subject matter of a Contract will be implied into that Contract or any related contract.

9. Complaints, credits and replacements

9.1 The Supplier will promptly and in any event within 10 Business Days, fully respond to all reasonable enquiries and complaints by the Customer relating to the quality, performance and durability of the Products.

9.2 Without prejudice to the Customer's other rights and remedies, if Products do not comply with any warranty given by the Supplier under a Contract, the Customer may return those Products with only authorization from the Supplier for either:

- (a) a full credit of the price paid to the Supplier for such Products including original delivery and related charges;
- (b) replacement Products;

9.3 Products returned under Clause 9.2 must be properly packed and returned to 4250 Grand River Avenue Detroit, MI 48208 within 30 Business Days of receipt of the Products by the Customer. Any Products returned in contravention of this Clause will not be the subject of any credits or replacements and the Customer will continue to be liable for payment of the Price in respect of such Products.

10. Limitations and exclusions of liability

- 10.1 Nothing in the Contract will:
- (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;
 - (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
 - (c) limit any liability of a party in any way that is not permitted under applicable law; or
 - (d) exclude any liability of a party that may not be excluded under applicable law.
- 10.2 The limitations and exclusions of liability set out in this Clause 10 and elsewhere in the Contract:
- (a) are subject to Clause 10.1;
 - (b) govern all liabilities arising under the Contract or in relation to the subject matter of the Contract, including all liabilities arising in contract; and
 - [(c) will limit and exclude the liability of the parties under the express indemnities set out the Contract.
- 10.3 The Supplier will not be liable in respect of any loss of profits, income, revenue, use, production or anticipated savings.
- 10.4 The Supplier will not be liable for any loss of business, contracts or commercial opportunities.
- 10.5 The Supplier will not be liable for any loss of or damage to goodwill or reputation.
- 10.6 The Supplier will not be liable in respect of any loss or corruption of any data, database or software.
- 10.7 The Supplier will not be liable in respect of any special, indirect or consequential loss or damage.
- 10.8 The Supplier will not be liable for any losses arising out of a Force Majeure Event.
- 10.9 The Supplier's aggregate liability under the Contract will not exceed the greater of:
- (a) the total amount paid and payable by the Customer to the Supplier under the Contract.

11. Contract term and termination

- 11.1 Each Contract will come into force in accordance with Clause 3, and will continue in force until the earlier of:
- (a) the later of completion of: (i) delivery and or collection of all Products; and (ii) the receipt by the Supplier of all amounts due to the Supplier under the Contract;

- (b) the termination of the Contract in accordance with the provisions of this Clause.

11.2 A Contract may be terminated in the following circumstances:

- (a) either party may terminate a Contract immediately by giving written notice to the other party if the other party commits any material breach of any term of the Contract;
- (b) the Supplier may terminate any Contract immediately by giving written notice to the Customer if the Customer fails to pay to the Supplier any amount due under [the / any] Contract by the due date for payment; [and
- (c) the Supplier may terminate any Contract immediately by giving written notice to the Customer if the Customer fails to accept delivery of the Products collect the Products on the date agreed in the relevant Contract.

11.3 Either party may terminate any Contract immediately by giving written notice to the other party if:

- (a) the other party: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract);
- (d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

12. Effects of termination

12.1 Upon termination of a Contract, all the provisions of that Contract will cease to have effect, save that the following provisions of these Terms will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 5, 6, 7.4, 9, 10, 12 and 13.

12.2 Termination of a Contract will not affect either party's accrued rights (including accrued rights to be paid and accrued rights to a remedy for breach of condition or warranty) as at the date of termination.

13. General

13.1 No breach of any provision of a Contract will be waived except with the express written consent of the party not in breach.

13.2 If any provision of a Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision

would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

- 13.3 Contracts may not be varied except by a written document signed by or on behalf of each of the parties.
- 13.4 The Supplier may freely assign its rights and obligations under a Contract without the Customer's consent. Save as expressly provided in this Clause or elsewhere in a Contract, neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in a Contract or any rights or obligations under a Contract.
- 13.5 Each Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to a Contract are not subject to the consent of any third party.
- 13.6 Subject to Clause 10.1
 - (a) these Terms and conditions of sale will constitute the entire agreement between the parties in relation to the subject matter of the Contract, and supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter; and
 - (b) neither party will have any remedy in respect of any misrepresentation whether written or oral made to it upon which it relied in entering into a Contract.
- 13.7 Contracts will be governed by and construed in accordance with State of Michigan; and the courts of State of Michigan will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with a Contract.