MOPEC GROUP'S TERMS AND CONDITIONS

1. DEFINITIONS:

(a) "Mopec Group" refers to MP Acquisition, LLC, a Delaware limited liability company (dba Mopec), and MMCI Acquisition, LLC (dba Mortech Manufacturing) Both Mopec and Mortech Manufacturing have common ownership and management under MPC Consolidation, LLC dba Mopec Group. "Buyer" means the customer (user or reseller) purchasing products from Mopec Group.

(b) Unless the context otherwise requires, "product(s)" means pathology, histology and morgue equipment and specifically includes all machinery and equipment sold to Buyer by Mopec Group under the Purchase Order or Contract.

(c) Other capitalized terms are defined throughout these terms and conditions of sale ("T&C's").

2. AGREEMENT OF THE PARTIES: Mopec Group's quotation ("Quote") and the T&C's may be modified only in writing by Mopec Group and in no event will Mopec Group's performance be deemed an acceptance of any terms in Buyer's request for quote or in Buyer's purchase order confirmation which in any way vary from these T&C's. Mopec objects to terms or conditions additional to or different from the T&C's and its Quote, whether or not material. If it is determined that Buyer's order is an offer, then any acceptance by Mopec Group is expressly conditioned on Buyer's assent to these T&C's. Mopec Group's Quote, the T&C's and any other provisions which are otherwise agreed to in writing by Mopec Group constitute the complete and exclusive statement of the agreement superseding any differing statements, oral or written. All purchase orders are subject to acceptance by Mopec Group.

3. PRICES:

(a) Prices are Mopec Group's dock, and do not include sales, use or excise taxes, custom duties, or similar taxes and fees, which are the responsibility of Buyer. Where applicable, the Buyer will provide Mopec Group with an effective tax-exemption certificate. Mopec Group is entitled to retain any export duty drawbacks if Mopec Group is the exporter of record.

(b) Mopec Group reserves the right to change its prices prior to formation of a binding agreement or as per the quote are subject to revision in case of clerical error.

(c) Mopec Group reserves the right to add escalation costs to any order that is delayed in production or changed via the customer and moved into a new calendar year.

4. PAYMENT TERMS: Payment terms are Net 30 upon shipment/invoice date. Payments are required upon shipment of the product regardless of a later installation date. Payment terms are

subject to credit approval at Mopec Group's sole discretion. Only Mopec Group's finance department may grant this approval. Interest of 1 1/2% per month is assessed on all overdue accounts. Mopec Group will not ship to accounts which have overdue payments. Buyer agrees to pay reasonable attorney's fees or other costs of collection. Shipment in the U.S. or Canada: Cash deposits equal to 30% of order value are required on all orders over $20,000.00 and due upon order acknowledgement. Mopec Group is not obligated to manufacture equipment without receipt of the deposit for applicable orders.

Payments can be made via check, ACH, wire or credit card. All credit card payments are subject to a surcharge of up to 4% per transaction.

Shipment outside the U.S. or Canada – All International, including Puerto Rico:

(a) All payments must be in U.S. dollars.

(b) Payment for Products must be made in full via wire transfer before shipment.

5. SHIPMENT/DELIVERY: The shipping schedule and delivery dates are computed from date of Mopec Group's acknowledgment, the receipt of the down payment and the information and approvals necessary to proceed with design and manufacture, including receipt from Buyer of signed approval drawings. Shipment and delivery are further subject to delays caused by specification changes. All risk of loss and damage passes to Buyer when Mopec Group delivers the Product into the custody of carrier, consigned to Buyer. In the absence of specific instructions from Buyer, Mopec Group may select the carrier and shipping route. In the event of a discrepancy between the approval drawings and any other drawings and specifications, the approval drawings shall govern. Mopec Group has no obligation to verify that job site conditions will support the delivery and installation of Products without building changes. Further, in the event Buyer cancels or reschedules any scheduled date for production or installation of the Products, Buyer shall pay the following fees to Mopec Group: (i) a fee equal to twenty percent (20%) of the installation fee or purchased products if canceled or rescheduled within fourteen (14) days of the scheduled date of or (ii) a fee equal to forty percent (40%) of the installation fee or purchased products if canceled or rescheduled within seven (7) days of the scheduled date.

(a) Transportation; FOB- Madison Heights, MI

6. STORAGE FEES: If Mopec Group performs in accordance with the Purchase Order or Contract, and Buyer fails to take delivery of any Product on any agreed delivery date or if the Buyer extends the desired ship date, Mopec shall have the right to elect to store such Product and Buyer shall be invoiced for storage on a weekly basis at 2% of the Buyer's total order cost. For each such stored Product, risk of loss shall transfer to Buyer upon placement into storage and Mopec Group shall have the right to ship such Product to Buyer within two (2) months after billing. For the avoidance of doubt, this Section 6 shall only apply in the event that Buyer does not have its own facility for storage of the Products.

7. LIMITED WARRANTY/LIMITED REMEDIES

For Shipments in the U.S. or Canada, Products manufactured by Mopec Group will be free from defects in material and workmanship and conform to Mopec Group's description or specifications. Mopec Group manufactured products are fit for ordinary use and will function as designed. Minor defects or imperfections that do not impair this fitness or affect the product performance and functionality do not breach this warranty. If a warranty claim is made within one (1) year from the date of shipment, the defective or nonconforming Product or Part thereof will be repaired or (at Mopec Group's option) replaced free of charge, FCA Mopec Group's dock; provided, however, that for shipments outside the U.S. or Canada, any such defective or non-conforming Part will be replaced upon return of the defective Part to Mopec Group and Mopec Group will owe no obligation to perform any repair or to install any replacement Part (and Buyer shall be responsible for all export, import, duties, taxes, brokerage, crating, and transportation charges)

(a) Parts manufactured and furnished by Mopec Group that prove defective or nonconforming under this limited warranty will be replaced with a new or (at Mopec Group's option) like-new part free of charge, FCA Mopec Group's dock within ninety (90) days from shipment or, in the case of Parts supplied under warranty, until the expiration of the Product warranty, whichever is later.

(b) All freight damage must be reported within 48 hours of receipt of shipment.

(c) All warranty claims must be made promptly after discovery of defect or nonconformity. Mopec Group is to be notified of any warranty issues prior to Buyer making or requesting any repairs from outside sources. Buyer must provide written notice to Mopec Group within thirty (30) days after discovery, including reasonable documentation (serial numbers, installation/maintenance records, and photographs), and obtain a Return Material Authorization (RMA) prior to returning any Product or Part. Failure to provide timely notice or to follow Mopec Group’s instructions will void the warranty to the extent permitted by law. In no event will any warranty claim be made or honored when made after the expiration of the applicable warranty period

(d) The warranties set forth: (i) are not transferable; (ii) will not apply unless the Product has been properly installed, maintained and operated in accordance with all instructions and within the limits of rated and normal operating conditions; and (iii) do not apply to defects nonconformities or other failure due to Product misuse or abuse or other causes outside Mopec Group's control (including, without limitation, improper site conditions, improper utilities, voltage irregularities, chemical exposure, corrosion, acts of God, accident, alteration, unauthorized repair or modification, improper storage, improper cleaning/sanitizing agents or techniques, or failure to follow Mopec Group’s recommendations and preventive maintenance schedules)

(e) If, after a reasonable number of repeated efforts, Mopec Group is unable to repair or replace a defective nonconforming Product, Mopec Group shall have the option to accept return of the Product (or Part thereof, if such does not substantially impair its value) and return the purchase price actually paid to Mopec Group for such Product as Buyer's entire and exclusive remedy. Under no circumstances will Mopec Group have any liability whatsoever for loss of use or downtime, lost production, revenue or profits, or for any other indirect, special, incidental or consequential damages, whether such liability is based on contract (including breach of warranty or representation) or tort (including negligence or strict liability) or other legal theory whatsoever, even if Mopec had notice of the possibility of such damages and even if any warranty or remedy is held to have failed its essential purpose. Mopec Group's total cumulative liability arising out of or related to any Product or this warranty shall not exceed the amount paid to Mopec Group for the specific Product giving rise to the claim.

(f) THE WARRANTIES SET FORTH IN THIS ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(g) In the event that the foregoing disclaimer of additional warranties is not given full force and effect, any resulting additional warranty shall be limited in duration to the express warranties and be otherwise subject to and limited by these T&C's.

(h) This warranty does not in any way extend to any Product that has a life, under rated and normal usage, inherently shorter than the applicable warranty period, consumables, or recommended spare Parts. This warranty does not cover normal adjustments or calibration, or the failures arising from Buyer's failure to perform adjustments or calibrations, or recommended maintenance or repair.

(i) Mopec Group may condition warranty replacement upon return of any defective or nonconforming Product or Part. Returned Products or Parts shall become the property of Mopec Group.

(j) It shall be Mopec Group's determination as to whether a Product, part or component is defective or nonconforming. If Buyer disagrees with Mopec Group's determination, Buyer's sole remedy is to pursue a determination under Section 21 of the Terms and Condition. Any repair, replacement, or refund provided under this warranty does not extend or restart the original warranty period, which shall run from the original shipment date.

For Shipments outside the U.S. or Canada, Products manufactured by Mopec Group will be free from defects in material and workmanship and conform to Mopec Group's description or specifications. If a warranty claim is made within one (1) year from the date of shipment, the defective or nonconforming Product thereof will be repaired or (at Mopec Group's option) replaced free of charge, FCA Mopec Group's dock. As to any defective or non-conforming Part, the Part will be replaced upon return of the defective Part to Mopec Group. Mopec Group will

owe no obligation to perform any repair or to install any replacement part. Mopec Group does not warrant uninterrupted or error-free operation and does not warrant third-party products, which are subject to their respective manufacturers' warranties, if any. Buyer's sole remedy for third-party products is against the third-party manufacturer.

(k) Warranty period starts upon shipment date and is not extended due to a later installation date of said purchase.

(l) Warranty coverage may be limited if Buyer installs the equipment. To retain the warranty, Buyer must provide Mopec Group with proof of completed and verified installation and obtain Mopec's written sign-off confirming that the warranty remains intact.

COOLERS CONTINENTAL UNITED STATES

Unless prior special warranty or guarantee required for individual projects, Mopec Group's standard warranty will apply. Mopec Group manufactured products are fit for ordinary use and will function as designed. Minor defects or imperfections that do not impair this fitness or affect the product performance and functionality do not breach this warranty.

(a) WALK-IN COOLERS, INSULATED DOORS & FLOORS are warranted to be free from defects under normal use and service for (1) year from date of shipment. Inspection may be accepted by photograph or approved by a Mopec Group authorized inspector. Mopec Group warranty determination is final. The obligation of Mopec Group under this warranty shall be limited to repairing or replacing, at the company's discretion, the panels that prove to be defective, FOB factory. Removal, reinstallation, labor, travel, site access costs, permits, disposal, and freight are excluded unless expressly agreed by Mopec Group in a signed agreement. Buyer shall ensure proper site conditions and access for inspection and any warranty service; failure to do so voids the warranty to the extent affected.

INSULATED WALL & CEILING PANELS

Mopec Group warrants to the original purchaser that the walk-in polyurethane wall and ceiling panels manufactured by the company and installed at the original location are free of defects in materials or workmanship, under conditions of proper installation by a licensed refrigeration contractor and normal use and service, for a period of (7) years from the date of shipment. Removal, installation, and freight of defective panels are not covered under this warranty. Panels are not warranted against cosmetic changes, normal wear, or damage caused by moisture intrusion due to improper sealing, building movement, or environmental conditions beyond specifications.

HARDWARE & ACCESSORIES

All hardware and accessories manufactured by other companies carry their own warranties. Mopec Group makes no claim for application or fitness for a particular use. In no event shall

Mopec Group be liable for loss of use, revenue or profit or for any other indirect, incidental, special, or consequential damage including, but not limited to, spoilage or product loss. This warranty is in lieu of all other warranties expressed or implied and does not apply to equipment which has been subject to any accident, alteration, abuse, misuse, or improper installation. Mopec Group's sole obligation with respect to hardware and accessories not manufactured by Mopec Group is to pass through, to the extent permitted, the manufacturer's warranty.

CONDENSING UNIT & COILS

Mopec Group warrants that products, except Service Parts, manufactured by Manufacturer shall be of a merchantable quality, free of defects in material or workmanship, under normal use and service for a period of one (1) year from date of original installation, or eighteen months from date of shipment by Mopec Group, whichever first occurs. Service parts, for product out of original warranty, should be so warranted for a period of twelve (12) months from date of installation, or eighteen (18) months from date of shipment whichever may first occur. Any labor coverage is subject to Mopec Group's prior written approval, use of Mopec Group-authorized service providers, and Mopec Group's then-current standard labor rates and caps; no overtime, premium time, travel time, per diem, equipment rental, refrigerant, recovery, or permitting costs are covered. This warranty to include shipping and handling, labor charges for a period of (30) days from the date of shipment. All replaced components become the property of Mopec Group. Warranty is void if system is not installed, started up, charged, or maintained per Manufacturer's instructions, applicable codes, and environmental regulations.

INTERNATIONAL

Unless prior special warranty or guarantee required for individual projects, Mopec Group standard warranty will apply. International warranty does not include shipping and handling, labor charges for repair or replacement of defective parts. All hardware and accessories manufactured by other companies carry their own warranties and Buyer's sole remedy for such items is against the applicable manufacturer. Buyer is responsible for compliance with all import/export controls and for providing safe access, qualified personnel, and required permits for any warranty services.

(b) BODY BOXES Mopec Group warrants all fabrications to be free of defects due to its own workmanship and materials for a period of up to 1 year. This duration will vary by product type purchased. Mopec Group must be notified of any warranty issues prior to customers making/requesting repairs from any outside sources. Unauthorized repair or alteration voids this warranty. Cosmetic conditions, normal wear, freight damage, and damage from improper handling or storage are excluded.

BUYER RESPONSIBILITIES; SITE CONDITIONS; INSTALLATION

Buyer is solely responsible for: (i) ensuring Products are suitable for Buyer's intended use and site conditions; (ii) providing proper foundations, utilities, environmental conditions, ventilation, drainage, and clearances; (iii) installation, start-up, commissioning, and maintenance by

qualified, licensed personnel strictly in accordance with Mopec Group's instructions and applicable codes; and (iv) maintaining complete service and maintenance records. Failure to meet these responsibilities voids the warranty to the extent affected.

EXCLUSIVE REMEDIES; LIMITATION OF ACTIONS

The remedies expressly provided herein are Buyer's sole and exclusive remedies for any defect or nonconformity. No employee or representative of Mopec Group is authorized to modify this warranty absent a signed writing by an authorized officer of Mopec Group. Any action against Mopec Group arising out of or relating to any Product or this warranty must be commenced within one (1) year after the cause of action accrues.

INDEMNIFICATION -Warranty/installation

To the fullest extent permitted by law, Buyer shall indemnify, defend, and hold harmless Mopec Group, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, demands, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Buyer's misuse, alteration, or improper installation, operation, maintenance, or repair of the Products; (b) Buyer's failure to comply with applicable laws, regulations, codes, or Mopec Group instructions; (c) Buyer's integration of the Products into other equipment or systems; or (d) any third-party claims for personal injury, death, or property damage to the extent caused by Buyer or those for whom Buyer is responsible.

MISCELLANEOUS

If any provision of this warranty is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. This warranty is incorporated into and governed by Mopec Group's applicable Terms and Conditions, which control in the event of any conflict. Provisions relating to limitations of liability, disclaimers, exclusive remedies, indemnification, and limitations of actions shall survive expiration or termination of the warranty period.

8. PROPRIETARY INFORMATION:

Mopec Group retains all rights and title in and to Mopec Group's inventions, discoveries, concepts and ideas embodied in its Products, related documentation and other technical data, delivered or disclosed to Buyer verbally or in drawings, written or printed matter, electronic storage media, or other form whatsoever. Buyer shall keep confidential and not disclose, reproduce, excerpt or distribute any portion thereof. Buyer acknowledges and agrees that the CADD files/drawings ("Drawings") prepared by Mopec Group are the sole property of Mopec Group. Use of CADD files/drawings is granted only for the preparation of drawing submittals by Buyer on the subject project. Except for use as CADD files for the Drawings on this project, CADD files/drawings may not be duplicated. Buyer may not use them as CADD files/drawings on any other project or allow them to be used by other persons. Mopec Group is acknowledged as the

Author of the Drawings, retaining all common law, statutory and other reserved rights, including copyright.

9. INFRINGEMENT:

(a) If it is claimed that any Product in the condition manufactured by and received from Mopec Group infringes a claim (other than a claim covering a process or the product thereof) of any patent or copyright existing at time of shipment, Mopec Group shall, at its option,

(i) Procure for Buyer the right to use the Product;

(ii) Modify or replace the Product so as to avoid infringement; or

(iii) Accept return of the Product and reimburse Buyer for the Buyer's net book value thereof and any transportation expenses incurred. Mopec Group will defend Buyer against infringement claim and pay any damages and costs awarded against Buyer, provided Mopec Group is given prompt written notice and copies of all demands, process and pleadings and Buyer cooperates fully in giving Mopec Group authority, control, information and assistance at Mopec Group's expense for such defense or any settlement.

(b) The foregoing states Mopec Group's entire liability with respect to patent or copyright infringement. Mopec Group's indemnity does not extend to any infringement based, directly or indirectly, upon the manufacture, use, or sale of any Product sold to Buyer which is not designed and manufactured by Mopec Group. To the extent that any Product is supplied according to Buyer's design or instructions, Buyer agrees to defend and indemnify Mopec in the manner and to the extent set forth in subsection above.

10. ORDER TERMINATION/CHANGES:

(a) Notice of 90 days required to terminate any orders.

(i) Upon an agreed-upon work termination, Mopec Group will be compensated as follows:

(ii) For work in process and any materials and supplies procured or for which commitments have been made, Buyer will pay Mopec Group its actual costs and overhead expenses determined in accordance with generally accepted accounting practice, plus 25%.

(iii) For all special tooling or other Products for which commitments have been made by Mopec Group in connection with the order, Buyer will pay Mopec Group the full price and such Products will become the property of Buyer.

(b) Buyer-ordered or caused changes, including work stoppages, that affect price, schedule or Mopec Group's performance, will result in a reasonable adjustment in price or time of performance. Mopec Group may suspend its performance or perform under the original agreement until mutual agreement is reached on such adjustment.

(c) No Products are to be returned without prior written permission from Mopec Group. Upon approved return, Buyer pays shipping charges and a restocking charge of 35% of the Product's current price and bears risk of loss or damage in transit.

11. OCCUPATIONAL SAFETY AND HEALTH: It is Buyer's or the user's responsibility to install and use any Product in a safe manner in its facility and to provide all proper dies, devices, tools and means that may be necessary to protect all personnel from bodily injury that may result from Buyer's particular use, operation, set-up or service of the Products. Buyer is advised to consult the operator, machine and programming manuals, ANSI Safety Standards and state and federal OSHA regulations. Buyer shall install and use the products at all times in compliance with the foregoing manuals, safety standards, applicable codes, ordinances, regulations and laws and general standards of care.

12. HOLD HARMLESS/INDEMNITY: Buyer hereby releases and agrees to defend, indemnify and hold Mopec Group harmless from and against all claims, demands, suits and causes of action ("liability") for property damage, personal injury or death, and all loss, cost, damage and expense (including reasonable attorneys' fees) relating to the Products, arising out of:

(i) Buyer's modification to, or change of the Product or the failure to purchase, install, provide or implement any Part (including, but not limited to, mechanical, electrical or software interlock or other safety device) or Software Materials offered to Buyer or existing in a Product as originally delivered;

(ii) Any claim arising in, on or about Buyer's premises and allegedly resulting from Mopec Group’s negligent acts, breach of contract or alleged act, error or omission in connection with installation, testing, operation or delivery of the Products, including, but not limited to, claims made by employees or agents of buyer, except where such claims arise from the sole negligence of Mopec Group.

(iii) Product designed by Mopec Group under any simultaneous engineering order which is manufactured by Buyer or third parties on Buyer's behalf; or

(iv) Buyer’s negligence, breach of contract, violation of law, or other fault.

13. Limitation of liability: Mopec group and its suppliers shall not be liable for any loss of use or downtime or lost production, revenue or profit, or for any special, consequential, incidental or indirect damages with respect to the purchase, sale, use or non-use of products, whether such liability is based upon contract (including breach of a representation or warranty), tort (including negligence or strict liability), or other legal theory whatsoever, even if Mopec group had notice of the possibility of such damages and even if any warranty or remedy is held to have failed its essential purpose. in the event that the foregoing

Limitation is not given full force and effect, Mopec group’s liability for such damages shall not exceed the price of the product or part upon which the claim is based.

Mopec Group owes no obligation to protect its work or the Products during or upon installation where the damage is caused by vandalism, theft, casualty or other cause beyond Mopec Group's control. Mopec Group shall have no responsibility to repair or replace its work or the Products where the same is lost or damaged due to the acts, errors or omissions of third parties.

14. BUYER'S DEFAULT: The happening of any of the following shall constitute a default by Buyer:

(a) Any warranty or representation made or furnished by Buyer in connection with inducing the Quote or any payment terms, which proves to have been false in any material respect when made or furnished;

(b) Breach or failure by Buyer to keep or perform any of its covenants in or to observe any of the terms of the parties' agreement;

(c) Failure by Buyer in the payment when due of amounts due Mopec Group.

(d) The levy of any attachment, execution or other process against Buyer or against the Products or any part thereof and the failure of removal of such process within thirty (30) days;

(e) After delivery and prior to full payment, the loss, theft, damage, destruction, sale or encumbrance to or of the Products, or any substantial part thereof, unless substantially covered by insurance;

(f) The failure by Buyer to pay any taxes or trade creditors when due; the suspension of the business of Buyer or commencement of proceedings for its dissolution or liquidation or the making of a general assignment for the benefit of creditors or the commencement of proceedings against Buyer under any bankruptcy, insolvency, readjustment of debt or liquidation law or statute of the federal government or any state government; or the appointment of a trustee or receiver or the whole or any substantial portion of its assets, or if a trustee or receiver (other than an ex parte trustee or receiver) is appointed for the whole or any substantial portion of its assets;

(g) There shall be no change in ownership of the shares of stock affecting control of the Buyer, a reorganization or merger, or other transaction involving the assets of Buyer (other than sales of inventory in the ordinary course of business) without the express written consent of Mopec Group.

15. MOPEC'S REMEDIES: Upon, or at any time after an event of default as set forth above, there shall be available to Mopec Group at Mopec Group's option, any or all of the following remedies:

(a) Acceleration. Not withstanding any time or credit allowed by this Agreement or any other instrument, any and all liability of Buyer owing to Mopec Group; the entire contracted for amount shall immediately be due and payable without notice or demand.

(b) Rights under U.C.C. - Assembling Collateral. Mopec Group shall have all the rights and remedies of a secured party under the Uniform Commercial Code as enacted and in force in the State Michigan, or under any other applicable statutory or common law of the jurisdiction where the Products will be installed. Specifically, Mopec Group shall have the immediate right in the event of a default to access to the Products with full right and authority to immediate possession of the same and Buyer shall assemble the same and make the same available for Mopec Group to take possession.

(c) Fees and Costs. Mopec Group shall be entitled to recover all costs and charges including reasonable attorney fees for advice, counsel or other legal services in connection with the exercise of its rights under these T&Cs in the event of a breach or threatened breach by Buyer.

(d) Cumulative Remedies. Any declaration or exercise by Mopec Group of its rights pursuant to this Section shall be cumulative to and shall not in any manner effect, abrogate or preclude any other rights or remedies of Mopec Group. Any forbearance or failure by Mopec Group to pursue any remedy in the event of a default shall not constitute a waiver by Mopec Group of its right to pursue its full remedies at any time in the future.

(e) Power of Attorney. Buyer hereby appoints Mopec Group its attorney-in-fact to execute such documents with respect to the resale and transfer of the Products by Mopec Group after repossession of the same by Mopec Group pursuant to the provisions of this Section.

16. GOVERNMENT RESTRICTIONS: Mopec Group's performance under any contract is subject to the issuance of any required export license or other necessary government authorization. Mopec Group has the right to terminate without liability any Quote, order or contract if Mopec Group determines such sale, export or delivery violates applicable law. Termination will not affect the right of Mopec Group to recover the contract price for any unpaid goods already delivered. Buyer shall not export or re-export any Product in violation of applicable law.

17. FORCE MAJEURE: Mopec Group is not liable to Buyer for any delay in a scheduled delivery or a failure in performance caused by acts beyond Mopec Group's reasonable control, including, without limitation, acts of God, war, terrorism, insurrection, vandalism, sabotage, accidents, fires, floods, strikes, labor disputes, mechanical breakdown, shortages or delays in obtaining suitable parts or equipment, material, labor or transportation, acts of subcontractors, interruption of utility services, acts of any unit of government or governmental agency, or any similar or dissimilar cause.

18. COURSE OF PERFORMANCE AND DEALING/ USAGE OF TRADE: Mopec Group shall have the benefit of and be entitled to rely on course of performance, course of dealing and trade usage in its performance under any contract.

19. NO WAIVER: Mopec Group shall have the benefit of all rights and remedies provided by law or equity. Failure of Mopec Group to exercise or reserve any right or remedy, or term or

condition of any contract, shall not be construed as a waiver or relinquishment of any of the other right, remedy, term or condition of any contract or the future performance or exercise of any such term, condition, right or remedy.

20. SEVERABILITY: If any of these T&C's or any provision of the contract between Mopec Group and Buyer is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions (or part thereof) shall remain in full force and effect.

21. RESOLUTION OF DISPUTES:

(a) Except as provided in subsection (d) below, any and all claims or disputes asserted by Buyer arising out of the purchase, sale, license, use or nonuse of Products or the rendering or provision of services, the Quote, Buyer's purchase order, or the application, validity, interpretation or claimed breach of these T&C's by Mopec Group, will be determined and settled solely and exclusively by arbitration in Oakland County, Michigan under Title 9 United States Code "Arbitration" (the "US Federal Arbitration Act"), in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, except that arbitration shall not be administered by the American Arbitration Association. Rather, upon a written request for arbitration under this Section, the parties shall mutually agree upon a single arbitrator. If the parties cannot agree, either party may petition a Court of competent jurisdiction within the State of Michigan to appoint a single arbitrator. The parties shall initially bare equally the arbitrator's fees though the arbitrator may apportion the same in accordance with these T&Cs. Any request by Buyer for arbitration will be filed in writing within one (1) year after the act, omission, or alleged breach that gave rise to the claim or dispute; otherwise, the right to any remedy will be deemed forever waived. Nothing herein will be deemed to extend the warranty provided in Section 8.

(b) This agreement to arbitrate will be specifically enforceable. Any award or decision rendered by the arbitrator will be final and conclusive and the arbitrator's award may be entered as a judgment in any court having jurisdiction.

(c) The arbitrator will not have the authority or power to amend or modify these T&C's, nor to fashion any relief or remedy that would have the effect of modifying or amending these T&C's or of creating additional rights or obligations. The arbitrator will have no power or authority to award punitive or exemplary damages.

(d) Mopec Group may seek injunctive relief from a court to prevent the unauthorized use or transfer of proprietary information including, without limitation, drawings. Mopec Group may seek legal, equitable or injunctive relief from a court to the extent that Mopec Group’s interest in the Products is at risk or in the event of a failure by Buyer to perform and where Mopec Group’s remedy at law may be inadequate.

22. CHOICE OF LAW/JURISDICTION: This contract between the parties is being delivered and is intended by the parties to be performed, at least in part, in the State of Michigan and shall be governed by and construed exclusively in accordance with the internal laws of the State of Michigan, without giving effect to any principles of conflict of laws thereof that would require application of the law of any other jurisdiction. Buyer consents that any action brought by Mopec Group to enforce the terms of the parties contract shall be brought in a court of competent jurisdiction in the State of Michigan and Buyer consents to that jurisdiction. Buyer consents that service of process may be made by certified mail, with a copy sent regular mail, addressed to Buyer at Buyer's last known addressed furnished to Mopec Group.

23. NON UNION LABOR: Mopec Group's Quote assumes the use of non-union labor for all work in connection with fabrication and installation. If Buyer requests and Mopec Group consents to use labor in performing the work other than its own employees or subcontractors selected by Mopec Group, Buyer will responsible for any increased costs to Mopec Group. No labor agreements or prevailing wage rates shall be applicable to Mopec.

24. GENERAL: Mopec Group will have no responsibility for any building, plumbing or electrical permits or nationally recognized testing laboratory (NRTL) requirements, unless the same is specifically set forth in its Quote. The facility is responsible for field verification. If requested, training, in-field verification, and pre-installation/construction meetings can be provided for an additional fee per day on site. Buyer is required to notify Mopec Group of any pre-existing equipment. Mopec Group is not responsible for compatibility with existing non-Mopec or non-Mortech equipment.

25. DELIVERY CLARIFICATIONS: Standard delivery is to a truck-height loading dock; a truck with a liftgate is not included unless otherwise noted. All equipment will be delivered on a 53-foot semi-truck. Customer must verify that the off-loading area can accommodate a truck of this size. Customer must verify that inside delivery, removal/disposal of crating material, product training, and installation are not included in this quote and would be available only for an additional charge, if available and requested. Freight quotes are estimates only, are valid for 30 days from the date quoted, and may be revised at the time of shipment.

26. ACCEPTANCE: Mopec's Quote must be accepted in writing within ninety (90) days or it is withdrawn. Credit is subject to approval. COD or prepayment may be required.