

## TERMS OF SALE

These Terms of Sale (“**Terms**”) apply to all products (the “**Products**”) and services (“**Services**”) purchased by the undersigned (“**Customer**”) from Signature Wall Solutions, Inc dba SwiftWall® (“**Seller**”) pursuant to one or more purchase orders (each, a “**Purchase Order**”).

1. **Acceptance.** Customer will be responsible for inspecting the Products upon receipt and, if applicable, upon installation. Customer will be deemed to have accepted the Products within five (5) days following delivery or installation regardless of whether Customer inspects the Products during the five-day period. Customer’s sole remedy for any damaged or defective Products will be, at Seller’s sole discretion and option, repair or replacement of, or a refund for, such Products.

2. **Disclaimer.** SELLER MAKES NO WARRANTY WHATSOEVER, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, WITH RESPECT TO ANY PRODUCTS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

3. **Limitation of Liability.** IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER FOR WHICH THE LIABILITY AT ISSUE IS ASSERTED OR CLAIMED AGAINST SELLER.

4. **Indemnification.** To the fullest extent permitted by law, Customer shall indemnify and hold Seller harmless from all liability, claims, or losses caused by Customer, Customer’s employees, agents and/or contractors as a result of or in connection with Customer’s use of the Products, including without limitation: (a) physical damage to real property or tangible personal property; (b) bodily injury, including death affecting or caused by Customer’s employees, agents and/or contractors; (c) any negligence and willful misconduct or acts or omissions of Customer, its employees, agents, and/or contractors; (d) violation of any legal requirements; and/or (e); enforcing Customer’s indemnification obligations hereunder.

5. **Force Majeure.** Seller shall not be liable or responsible to Customer for any failure or delay in delivering any Products, performing any Services, or otherwise complying with any obligations, or for any costs, charges, claims, or losses incurred by Customer, when and to the extent such failure, delay, costs, charges, claims, or losses are caused by or result from (a) acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or (b) any act or omission of Customer or its agents, subcontractors, consultants or employees.

6. **Waiver.** No waiver by Seller of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

7. **Miscellaneous.** All matters arising out of or relating to these Terms are to be governed by the laws of the State of Michigan, without regard to choice of law principles, and Customer agrees to waive any challenge to jurisdiction in the state or federal courts in Michigan for any dispute between Customer and Seller. If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. These Terms constitute the entire agreement between Customer and Seller with respect to the subject matter addressed herein and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over Customer’s general terms and conditions of purchase, even if such terms and conditions are submitted with a Purchase Order, and fulfillment of a Purchase Order shall not be deemed acceptance of such terms and conditions. In the event of any conflict between these Terms and the terms of any Purchase Order, these Terms will control.

**AGREED AND ACCEPTED:**

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(Company Name)

\_\_\_\_\_

(Signature)

By: \_\_\_\_\_

(Printed Signatory Name)

Date: \_\_\_\_\_