

## General Terms and Conditions (GTC)

December 04, 2018

### Preamble

These GTC apply to all modules and components within the joysteer® product range, sold by Joysteer USA, Inc. (Joysteer USA) to equipment dealers, direct purchase users or installers in North America (equipment dealers, direct purchase users and installers are collectively called Dealer). These GTC are considered accepted by Dealer for all purchase orders submitted to Joysteer USA. Should there be a conflict between the terms of the purchase order and these GTC, the terms of these GTC shall control. These terms and conditions may be altered, modified or added to only by a writing signed by Joysteer USA's President. No course of dealing or usage of trade shall apply unless expressly stated in a separate signed agreement by the parties. If Dealer has not otherwise specifically agreed to these GTC, then Dealer's acceptance of delivery of, or payment for, the goods sold by Joysteer USA to Dealer shall constitute Dealer's acceptance to these GTC.

If a valid Joysteer USA dealer contract is in place, the conditions in this contract control.

If the "Customer Warranty Information" document is signed by Dealer in relation with a purchase order, the conditions in that "Customer Warranty Information" document controls and replaces the content of § 6 in the GTC. All other sections of this GTC will still remain in place.

### § 1 Notice of Defects

Notice of missing components and other complaints including defects must be filed in writing directly to Joysteer USA **within one week** after reception of the shipment at the address stated at the top of this document. Products are not returnable without Joysteer USA's written approval and returned products that Joysteer USA determines are not defective or are not missing components are subject to a restocking fee.

### § 2 Taxes

Dealer is responsible for payment of any and all taxes, customs or other duties associated with Dealer's order and whether or not invoiced by Joysteer USA.

### § 3 Price and Payment Terms

Dealer shall buy all joysteer® products from Joysteer USA at list price minus the applicable Dealer discount or at Dealer net, as indicated in our quote or invoice. Dealer must pay 100% of the final invoice to release the shipment of this purchase from Grand Rapids (MI) to Dealer, without any setoff or deductions, unless agreed differently in the billing document. Any past due unpaid balance shall bear interest at Twelve Percent (12%) per annum, or the highest rate allowed by law, if less. Any costs of collection, including court costs and attorney's fees shall be the obligation of the Dealer. Delivery shall be Ex Works Joysteer USA's place of business unless stated otherwise in the purchase order.

All payments under these GTC shall be made in US Dollars (USD), with preference to using a wire transfer or ACH payment to the US bank account of Joysteer USA.

### § 4 Certificate of Compliance

We certify that our primary controls are in compliance with the NMEDA guidelines and have been fabricated, inspected, and tested according to the quality standards of ISO 9001:2015.

### § 5 Changing joysteer® products

Dealer shall not remove or change any trademark, trade name, sign or other mark on any part or component of joysteer® products or make any alteration in the construction or design of any part or component of the joysteer® products.

Dealer is not entitled to commercialize joysteer® products under Dealer name or under any other name than the official Joysteer USA trademark, provided that Dealer may advertise the joysteer® products in association with the Dealer's products and services.

Dealer is not entitled to further develop or commercialize joysteer® products without a written permission from Joysteer USA.

Dealer shall use all joysteer products only in accordance with Joysteer USA's instructions for the use intended.

### § 6 Warranty Limitation and Returns

Joysteer USA warrants their products against defects in materials or workmanship only, as set forth below:

- Joysteer USA will repair or replace any defective module within the "Basic Assembly Groups" - as identified in our order form and invoices - for the time period of **five years** after date of invoice to Dealer.
- All other modules or components will have this repair or replace warranty for the time period of **two years** after date of invoice to Dealer.

Subject to the conditions set for in this §6, these warranty repairs or replacements by Joysteer USA will take place free of charge, under the condition that all defective modules are returned to Joysteer USA for assessment and product evaluation to verify it falls within the warranty. Return shipping costs to be paid by Joysteer USA. Replacement parts will carry an invoice (Replacement Invoice) for the replacement part price of the module. This Replacement Invoice will be due, if the Dealer does not return the defective module to Joysteer USA within thirty (30) days of receipt of the replacement part(s) or if the module is determined by Joysteer USA to not be defective or covered by warranty. All repaired or replaced modules will have again a new warranty of **one year**, starting from the date of this Replacement Invoice.

The Joysteer USA warranty does not cover defects caused by any accident, normal wear and tear, environmental conditions, workmanship under the responsibility of Dealer, inadequate maintenance by

Joysteer USA, Inc.  
6624 Clay Ave. SW  
Grand Rapids, MI 49548  
USA

www.joysteer.com  
info@joysteer.com  
Phone (832)-783 9751



Dealer or a third party, unauthorized repairs by Dealer or a third party, use of non-original components by Dealer or by co-operating companies, incorrect fitting or assembly, failure to observe operating manuals, and/or Dealer negligence, misuse, willful misconduct, damage caused by other machines in the same facility or defects resulting from any other reason beyond the control of Joysteer USA. The Joysteer USA warranty does not cover any Dealer labor costs, nor any incidental costs, consequential damages, loss of profit or reputation of Dealer, nor expenses incurred as a result of a defect in joysteer® products. Joysteer USA MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EACH EXPRESSLY DISCLAIMED. No representations, understandings or agreements have been made by Joysteer USA or relied upon by Purchaser as to the Products, other than as stated herein. No agent, employee or representative of Joysteer USA, other than its President, has any authority to bind Joysteer USA to any other affirmation, representation, promise or warranty concerning the Products. If any model or sample was shown to Dealer, such model or sample was used merely to illustrate the general type and quality of products and not as a promise or affirmation that the products would necessarily conform to the model or sample. This warranty may not be expanded or modified in any way, except in writing by Joysteer USA's President.

#### **§ 7 Indemnification**

Dealer shall indemnify and hold harmless Joysteer USA and its parent, successors, employees, and agents, against and from any and all claims, losses or expenses (including court costs and actual attorneys' fees) that Joysteer USA incurs as a result of any alleged or actual breach by Dealer of any of its obligations under these GTC, and third party claim resulting from Dealer's actions, or any claimed patent, trademark or copyright infringement or any other claim resulting from Joysteer USA manufacture of the Good to Dealer's specifications..

#### **§ 8 Limitation of Liability**

Joysteer USA shall have no tort liability to Dealer with respect to any of the products sold pursuant hereto and Joysteer USA shall not be liable for any consequential, punitive, special or incidental damages arising from any warranty work, product defect, delay, non-delivery, recall or other breach. Dealer shall have no right of rejection or revocation after acceptance of the product or after Dealer has used the product.

Joysteer USA's liability for any cause of action, of whatever kind and nature, shall not exceed and is strictly limited to, the amount of money already paid by Dealer to Joysteer USA under the purchase order out of which the liability arose.

#### **§ 9 Force Majeure**

Joysteer USA and Dealer are each excused from any act, omission or obligation to perform hereunder when such failure or default is caused by an act of

God, fire, strikes, war, riot, insurrection, boycott, acts of public authorities, delays or defaults caused by public carriers, inability to obtain raw materials or other causes, whether similar or dissimilar, beyond its reasonable control. Shipment or delivery dates are estimates based on Joysteer USA's current workload and are not guarantees. Further, Joysteer USA is not responsible for delays in filling any order caused by any reason.

#### **§ 10 Secrecy**

Dealer shall not reveal any technical, intellectual and trade secrets of joysteer® products nor use such secrets otherwise than for the purpose of the agreement. Dealer shall take all necessary precautions, reasonably calculated, to prevent any unauthorized disclosure of technical, intellectual and trade secrets by Dealer's employees, cooperating companies, intermediaries, end users, and/or other parties.

#### **§ 11 Choice of jurisdiction and choice of law**

Any dispute, controversy or claim arising around our products or these GTC shall be governed by, and construed in accordance with, the laws of the State of Michigan, excluding any conflict-of-laws rules or principles that might refer the governance or the construction of this Agreement to the law of another jurisdiction. No Claim may be commenced, prosecuted or continued in any court other than (i) to the extent that such Claim presents a proper basis for Federal jurisdiction, to the Federal Courts located in the Western District of the State of Michigan, or (ii) to the extent that there is no proper basis for Federal jurisdiction for such Claim, to the state courts of the State of Michigan, with agreed venue and convenient forum in Kent County, MI, which courts shall have exclusive jurisdiction over the adjudication of such matters, and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts and personal service, service by mail or any other method of service permitted by law with respect thereto. Each party agrees that a final judgment in any such Claim brought in any such court shall be conclusive and binding upon such party and may be enforced in any other court the jurisdiction to which such party is or may be subject, by suit upon such judgment.

#### **§ 12 Miscellaneous**

Dealer must commence any action for a breach related to this transaction within one year after the cause of action accrues. Joysteer USA's rights and remedies hereunder are not exclusive but are in addition to all other rights and remedies provided by law or in equity. Joysteer USA's failure to demand strict adherence to these terms and conditions or to exercise any right or remedy shall not waive its right to later asset such. The headings contained in these Terms and Conditions are included for convenience only and do not form a part of these GTC and shall not in any way affect the interpretation hereof. If any provision in these GTC is found to be unenforceable in whole, or in part, the remainder of these GTC shall remain in force and effect to the greatest extent permitted by law.