

Acceptance of SSG quotation, by issuing a purchase order and/or written intent to hire SSG for services outlined, implies acceptance of the Terms of Contract and the General Terms and Conditions provided herein.

General Terms & Conditions

WARRANTY: Except as expressly set forth herein, SSG makes no warranties either express or implied. SSG will not, under any circumstances, be liable for damages and/or injuries which may be incurred by the buyer, its agents, or employees as a result of delays, defective workmanship or material supplied under this order. If at any time the buyer misuses, alters or changes, in any manner, any item, part, operating characteristic, or safe guarding device or if preventive maintenance is not carried out as required, that action nullifies all warranties herein previously expressed in writing and buyer agrees to indemnify and hold harmless SSG from and against all damages (direct, consequential, or indirect), liabilities or obligations which were previously agreed upon or otherwise that the buyer may incur or sustain. There are no conditions, terms, agreements, representations or warranties inferred or implied except as are expressly contained herein in writing. SSG shall in no event be held liable for any indirect, special or consequential damages such as down time or the like. Buyer shall be responsible for all safety devices and guards required to comply with legislation governing occupational health and safety matters and the use of equipment.

BUYER ASSUMPTION OF RISK AND INDEMNIFICATION OF SELLER: Buyer assumes all risk and liability for loss, damage and/or injury to persons or property of Buyer or others in any way arising out of the use or possession of any goods or services sold hereunder, and agrees to forever indemnify and hold SSG harmless from any and all costs, expenses and/or damages resulting thereby. Buyer hereby waives, releases, and discharges any and all claims (with the exception of claims for breach of this purchase agreement) of any and every kind (including but not limited to injury or death of any person or damage to property), which it may have at any time against SSG, its agents or employees, by reason of or in any way arising out of any condition or defect of the goods sold hereunder, including but not limited to any claims of negligence of SSG, improper design, specifications, or manufacturing defect of goods sold hereunder. Buyer further covenants to indemnify, hold-harmless and defend SSG, its agents and employees of, from, and against any and all loss, damage, expense, claims, suits, costs of defense, including attorney's fees or liability which SSG or any of its employees may sustain or incur at any time for or by reason of any injury to or death of any person or persons or damage to any property, arising out of any condition or defect of the goods sold hereunder, including but not limited to claimed improper design or manufacturing defect, violation or nonconformity with relevant OSHA standards or other defect of the goods or services sold hereunder, or any claimed inadequate or insufficient safeguards or safety devices, or warning.

NO LIABILITY: SSG SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE GOODS OR SERVICES SPECIFIED IN THIS AGREEMENT, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, NEGLIGENCE OR STRICT LIABILITY.

SHIPMENT: Shipping dates are approximate. SSG shall not be liable for any loss, injury, damages, or expenses, however caused, in any way related to or resulting from any delay in shipment and/or delivery.

BUYER'S DEFAULT: If the buyer defaults under this agreement, SSG may, at SSG'S option, pursue all legal and equitable remedies available to the SSG under Michigan Law, or the SSG may retain the deposit as liquidated damages. The Buyer will indemnify SSG with respect to all losses, damages, liabilities, and expenses (including attorney fees) incurred by SSG by reason of any failure of Buyer to comply with any of Buyer's obligations under this agreement.

PAYMENT TERMS: Payment terms will be agreed upon at time of quoting. Interest on past due accounts is 2% per month.

LIMITATIONS PERIOD: An action for breach of this purchase agreement cannot be brought more than one year after the accrual of the cause of action.

AMENDMENT: This purchase agreement may only be amended or modified by a writing signed by all parties.

SEVERABILITY: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then all the remaining provisions of this agreement shall remain in full force and effect to the extent permitted by law.

GOVERNING LAW: This purchase agreement shall be construed under the laws of the State of Michigan. The parties agree that the Uniform Commercial Code as enacted by the State of Michigan and not the 1980 United Nations Convention on Contracts for the International Sale of Goods shall govern this agreement. All terms used herein shall be given the meanings as used in the Uniform Commercial Code as enacted by the State of Michigan, and the rights of the parties shall be in accordance with said Code, except where this agreement expressly provides to the contrary.

VENUE: The parties agree that any suit, action or proceeding arising out of or relating to this agreement shall only and exclusively be instituted in the County of Wayne, State of Michigan and waive any objection which they may have now or hereafter to the laying of venue of such suit, action or proceeding in the County of Wayne, State of Michigan. The parties acknowledge and agree that the laying of venue in the County of Wayne, State of Michigan is convenient to the parties.

JURISDICTION: The parties agree to personal jurisdiction in any action brought in any court, Federal or State, within the County of Wayne, State of Michigan possessing subject matter jurisdiction over the matters arising under this agreement. The parties hereby irrevocably submit to the jurisdiction of any such court in such suit, action or proceeding. The parties also agree that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.