

## Altus Terms and Conditions for Sale of Altus Branded Products

**Formation of Contract.** The terms set forth in this document are the sole terms for the sale of goods and services by Altus Industries, Inc., a Michigan corporation (“Altus”), unless otherwise specifically provided for by Altus in this document, and shall apply to the exclusion of any inconsistent or additional terms contained in Customer’s order, proposal, acknowledgment or otherwise proposed by Customer in any manner. Customer’s acceptance of these terms shall be conclusively presumed by Customer’s submission of a purchase order in response to this document, or by Customer’s acceptance of delivery of, or payment for, the goods and services. Any contract made for the sale of goods or services by Altus is expressly conditional on Customer’s assent to the terms stated in this document. Altus objects to any additional or inconsistent terms proposed by Customer.

**Price.** All price quotations are offered for prompt acceptance and are subject to change without notice.

- a. **Exclusions.** The quoted price does not include applicable taxes such as city, state or federal, sales, use, or excise taxes. Furthermore, the quoted price does not include any other products, services or work not specifically described in this document. All taxes and charges shall be Customer’s responsibility and may be added to the invoice as a separate and additional charge to Customer unless an acceptable exemption certificate is presented to Altus. Altus shall also have the right to separately bill Customer, at any time, for any taxes and charges that are attributable to this sale that the Altus may be required to pay. Customer shall reimburse Altus on demand for all such amounts.
- b. **Price Increases.** The price shall be subject to increases to accommodate shipment in any quantities other than Altus’s standard pack unit, in the event Customer does not desire shipment at one time of all the goods covered by the quotation.
- c. **Pricing/Order Entry Errors.** Claims for pricing or order entry errors must be made no later than 20 days from receipt of invoice.

**Invoicing.** All invoices issued by Altus shall be payable according to the terms contained in ‘**Payment Terms**’, below. Unless otherwise stated by Altus in writing, Altus shall issue to Customer invoices when goods are shipped to Customer.

**Cancellation or Change.** Except as otherwise agreed by Altus in writing, a sale of goods or services under this document is not subject to cancellation or change. The following terms shall apply to any cancellation approved by Altus in writing except as otherwise agreed in writing:

- a. Any items completed at the time Altus receives a written cancellation notice from Customer will be shipped and invoiced at the contract price.
- b. Work on the balance of the order will be stopped as promptly as reasonably possible and Altus shall be reimbursed for all actual expenditures, commitments, liabilities and costs, determined in accordance with generally accepted accounting practice, made or incurred with respect to those items not completed, plus a cancellation fee of twenty percent (20%) on those expenses, less any net recovery to Altus on disposition of returned goods to others within a period of forty-five (45) days after the cancellation. In addition, Altus has the right to recover from Customer all damages for cancellation, including but not limited to incidental, consequential and indirect damages and lost profits.

**Special and Custom Orders.** Custom products manufactured and inventoried by Altus for the sole purpose of timely satisfying Customer’s requirements, are non-cancelable and will be shipped and invoiced subject to Customer’s purchase order in complete order quantities. Custom products carry a limited 12-month warranty.

### Payment Terms.

- a. **Credit:** 1% 10, NET 30 upon credit approval. Prior to credit approval, payment in full must be received before shipment. If customer account is past due, Altus reserves the right to delay any further outstanding shipments until accounts are in good standing.

- b. **Credit Card Payment:** Altus' practice is to accept credit card payments only for invoices less than net \$50,000. However, Altus reserves the right to decline or accept credit card payments for any transaction or customer at its sole discretion. Credit card payments are not eligible for the 1% discount under any circumstances.
- c. **Deposit:** All purchase orders received of Net \$25,000 or more will require a 50% deposit. All purchase orders that include any custom components will require a 50% deposit. This 50% deposit must be received before the purchase order is processed.

Unless otherwise specified by Altus, payment in full on all invoices is due thirty (30) days after shipment. Invoices not paid within thirty (30) days shall have a service charge added to the amount due of one and one half percent (1 ½ %) per month. No cash discounts shall be allowed. Payments must be made at Altus's offices in Walker, Michigan. Customer shall reimburse Altus for any and all expenses, including reasonable attorneys' fees, incurred by Altus in the collection of any delinquent account or enforcing its rights with respect to Customer.

**Lead Times.** The shipping date shown on the face of the order acknowledgment represents Altus's best estimate as of the date of the acknowledgement. Altus shall not incur any liability of any kind or failure to ship on the acknowledged ship date unless Altus has expressly agreed to a firm ship date in a separately signed, written instrument by authorized personnel.

**Security Interest.** Customer hereby grants to Altus a continuing purchase money security interest in all goods furnished or to be furnished by Altus to Customer, together with all tooling, parts, attachments, accessories, dies or appurtenances to such goods, all substitutions, improvements and replacements of such goods, all additions to such goods, and all proceeds of such goods and any of the foregoing.

**Perfection of Security Interest.** Customer hereby authorizes Altus to cause all financing statements or other instruments in respect of the security interest granted hereby, including without limitation all Uniform Commercial Code financing statements, to be filed and recorded or refiled and re-recorded. Customer agrees to execute, or otherwise authenticate, and hereby does authenticate, and deliver any statement, instrument or other document requested by Altus for such purpose. Customer further agrees that it shall execute, or otherwise authenticate, and hereby does authenticate, and deliver to Altus upon Altus's request such further instruments, assurances and other documents as Altus deems necessary or advisable for the confirmation of perfection of Altus's rights hereunder. Customer authorizes Altus to file any such instrument or other document, including without limitation, any Uniform Commercial Code financing statements, without Customer's signature and, if the signature of Customer is required thereon, Customer irrevocably appoints Altus as Customer's attorney-in-fact to execute and file any such statement or other instrument in the name and on behalf of Customer.

**Shipping and Risk of Loss.** All standard shipments in the continental United States are F.O.B. destination, freight prepaid, including no carrier accessorial charges, except for fuel surcharges and hazardous material charges ("Standard Shipments"). Unless otherwise indicated, all other shipments are F.O.B., Altus's plant, at which time title shall pass to Customer and Customer is solely responsible for all costs of shipping and insurance for the goods and shall bear all risk of loss or damage to the goods during transit. Other than Standard Shipments, freight may be prepaid by Altus at its option and added to the invoice. Customer shall promptly inspect all goods received from Altus and promptly inform Altus of any defects before using the goods.

Shipping dates are estimates only, and based on mutually agreed upon ship dates that are required to be confirmed via written documentation. "Drop in" orders to support just-in-time requirements (via electronic data interchange or otherwise) will be managed on a case-by-case basis where mutually agreed upon ship dates will be developed.

Altus shall not be liable for premium freight requirements in the case of "drop in" orders and/or where mutually agreed upon ship dates have not been developed. Altus may ship all the goods at one time or in portions from time to time. Altus shall have the right to determine the method of shipment and routing of the goods, unless otherwise specified by Customer. Customer shall pay such delivery charges as Altus may establish from time to time, which will be included on Altus's invoice. Delivery in a manner directed by Customer shall be at Customer's sole cost. Altus shall not be liable for damages caused by delays in shipping or

delivery for any reason whatsoever. Altus's Customer Service Department must be notified of any items missing from inside any multiple-pack freight piece within 72 hours of delivery.

**Returned Goods.** Returned goods are generally not accepted. All goods are made to order. Returned goods must be authorized by and negotiated with Altus's Customer Service Department.

**Reasonable Efforts.** Altus will use commercially reasonable efforts to supply Customer with goods offered by Altus and ordered by Customer. If Customer causes or requests delay in the shipment of products or the provision of services, Customer shall pay Altus for all expenses and losses of Altus resulting therefrom. In times of short supply, Altus is entitled to allocate products among its customers as it determines in its sole discretion to be appropriate under the circumstances. Under no circumstances will Altus be liable for any failure to deliver goods ordered by Customer that is caused by the lack of availability of necessary raw materials.

**Limited Warranty and Disclaimer.** Altus warrants to the original Customer that the goods manufactured by Altus shall be free under the specified use from defects in material or workmanship at the time of shipment to Customer and for the following time period after shipment to Customer (subject to all limitations and exclusions contained in these Terms and Conditions):

Product	Warranty Period	Extended Warranty (Purchased Option)	Extended Warranty (Parts Only) 5 YEAR - Part Numbers	Extended Warranty (Parts and Labor) 5 YEAR- Part Numbers
Altus Non-Powered Carts	5 year	NA	NA	WNL-5
Altus Reach Wall Mounts	5 year	NA	NA	WRCL-5
Altus Clio Manual Lift Powered Carts	5 year Mechanical	5 year Mechanical	WCP-5	WCL-5
	2 year Electrical	5 year Electrical		
	5 year or 2,500 cycles on Lithium Iron Phosphate (LiFe) Battery	5 year or 2,500 cycles on Lithium Iron Phosphate (LiFe) Battery		
Altus Clio Electric Lift Powered Carts	5 year Mechanical	5 year Mechanical	WEP-5	WEL-5
	2 year Electrical	5 year Electrical		
	2 year Electric lift	5 year Electric lift		
	5 year or 2,500 cycles on Lithium Iron Phosphate (LiFe) Battery	5 year or 2,500 cycles on Lithium Iron Phosphate (LiFe) Battery		
Altus CliMed Powered Carts	5 year Mechanical	5 year Mechanical	WMP-5	WML-5
	2 year Electrical	5 year Electrical		
	2 year Electric lift	5 year Electric lift		
	5 year or 2,500 cycles on Lithium Iron Phosphate (LiFe) Battery	5 year or 2,500 cycles on Lithium Iron Phosphate (LiFe) Battery		
	1 year User Interface Tablet	5 year User Interface Tablet		
Altus RediMed	5 year Mechanical	5 year Mechanical	WRP-5	WRL-5
	1 year Electrical	5 year Electrical		
	1 year User Interface Tablet	5 year User Interface Tablet		
Altus Charging Bays	2 year			
Altus Mechanical Accessories	5 year			
Altus Electrical Accessories	2 year			
Ascend Electric Lift	2 year			
Interface Tablet	1 year			

**What is covered – Mechanical Warranty.** Subject to any applicable exclusions, mechanical components covered under this standard warranty are limited to repair or replacement of monitor mounts, worksurfaces, keyboard/mousing platforms, casters, drawer slides, and keyed locks.

**What is covered – Electrical Warranty.** Subject to any applicable exclusions, electrical items covered under this warranty are limited to repair or replacement of all power supply components including controllers and cables, power cords and cables, handle user interface, keyboard light, and drawer keyless locking mechanisms, but expressly excluding the Ascend electric lift and the user interface tablets.

**What is covered – Mechanical Accessories.** Mechanical accessories covered under this warranty are limited to all baskets, barcode holders, counterweights, handles, cord trays, CPU holders, shelving, mouse holders/trays, brackets, and casters.

**What is covered – Electrical Accessories.** Electrical accessories covered under this warranty are limited to all power cords and USB hubs.

**Warranty Exclusions – What is not Covered.** This warranty does not extend to (i) future performance beyond the applicable warranty period, (ii) any assemblies or parts not manufactured, furnished or installed by Altus, (iii) any product for which Customer has provided a sample, specifications or drawings for the product, as long as Altus manufactures the product in accordance with the applicable sample specifications or drawings for the product, (iv) any third party or Customer labor costs or other expenses related to a defective product (it being understood that Altus's sole responsibility under this limited warranty being to repair or replace the defective item at its sole discretion), and (v) any article that has been misused, neglected, damaged or altered after leaving Altus's possession. Examples of misuse include, but are not limited to: improper maintenance, improper battery charging/discharging behavior, over stuffing drawers and side bins, use of sharp objects on user interface screens and keypads, unplugging power cords by pulling on cord, spilling liquids on components, exposure to any harsh elements including temperatures and moisture outside the operating and storage specifications, or any damages that occur in transportation. Altus will not be responsible for injury or damage caused by or associated with the installation and/or use of products in any manner other than in strict conformance with the instructions set forth in its installation manuals and instruction sheets and/or product literature.

**Non-Assignability.** The warranties on any Altus goods are non-transferrable. Product must be purchased from an Authorized Reseller of Altus, an Altus Partner, or direct from Altus in order to qualify for any of the product warranties.

**Claims Procedure.** If within thirty (30) days after Customer's discovery of any alleged warranty defects within the applicable warranty period, Customer shall promptly notify Altus the nature of the defect either (i) in writing, (ii) through Altus's Customer Service via telephone at 1-888-537-1311, or email at [service@altus-inc.com](mailto:service@altus-inc.com), or (iii) as may be otherwise expressly agreed in writing by Altus. Failure by Customer to give one of the prescribed methods of notice within the applicable time period shall be deemed an absolute and unconditional waiver of Customer's claim for such defects and Altus shall have no warranty obligations regarding such alleged defects.

The determination of whether a defect exists and how to address any determined defects shall be made solely by Altus in its reasonable discretion. Customer shall not return any goods to Altus until Altus has been provided a reasonable opportunity to inspect and sample the goods at Customer's premises to determine whether a defect exists, whether such defect is covered by this limited warranty, and, if so, whether the goods should be repaired or replaced. Any shipping cost for returning defective goods shall be paid by Altus. Altus, at its sole discretion, may replace or repair a unit determined to be under warranty at a designated Altus location or at your location. If Altus elects to repair the defective product, any necessary parts will be shipped to Customer at Altus's expense and a Return Merchandise Authorization (RMA) may be issued for the defective products or components thereof, if necessary. If at any time during the warranty period, Customer submits a warranty claim when the product is later found not to be defective, any on-site service calls and/or replacement product will be charged to Customer at Altus's then-prevailing prices/rates.

**Replacement Parts and RMA Policy.** If Altus issues an RMA to Customer, all parts specified on the RMA must be returned to Altus with shipping expense to be paid by Altus. Any parts not returned to Altus will be paid for in full by Customer. Collect shipments will not be accepted. Altus shall be deemed the owner of all removed and repaired Altus furnished parts from the Product. Performance of any repair or replacement does not renew or extend the warranty period.

**For items not covered under Warranty:**

- a. Customer may elect to upgrade to a newer, functionally equivalent product at normal MSRP price.
- b. If Customer returns a product to Altus that is ultimately determined to not be defective or not otherwise covered under this limited warranty, Altus will return the product to Customer, but Customer will be responsible for freight charges associated with the return of such non-defective products or product parts. Any products returned to Altus as being defective that are ultimately determined by Altus not to be defective or covered under this limited warranty shall be subject to a minimum restocking charge of thirty-five percent (35%).
- c. At your request and subject to satisfaction of any associated costs Altus may incur, Altus will appropriately dispose of the defective product for you, in which case a fee may apply as designated by local law.

**DISCLAIMER.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS DOCUMENT, ALTUS EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALSO DISCLAIMS AND EXCLUDES ALL LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR ANY OTHER SPECIAL DAMAGES OF CUSTOMER, INCLUDING LOST PROFITS, FOR BREACH OF WARRANTY OR OF CONTRACT OR OTHERWISE. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AGAINST ALTUS.

**Cure.** If a shipment of goods is rejected by Customer, Altus shall have the right to cure in any reasonable manner the error, defect, shortage or other nonconformity giving rise to the rejection.

**Customer's Design Responsibility.** This section shall apply to the extent that Altus's goods are produced according to Customer's specifications. Customer acknowledges that Customer is not relying on Altus in any way for design or engineering with respect to the goods or the adequacy of the specifications provided by Customer. Altus has no responsibility for design, engineering or other advice regarding any product specifications provided by Customer. Customer's responsibility shall include, but not be limited to, responsibility for determining how goods made by Altus will perform when integrated into an assembly or subassembly with goods not made by Altus. Customer shall defend, indemnify and hold Altus harmless against all product liability, product recall, and other claims, liabilities and expenses, including but not limited to actual attorneys' fees, incurred by Altus arising out of any claimed design or engineering defect relating to specifications provided by Customer to Altus.

**Quantities.** Any claim by Customer that Altus failed to deliver the agreed-upon quantity of goods must be submitted to Altus in writing within thirty (30) days after Customer receives the goods. If Customer fails to so notify Altus, it will be conclusively presumed that the proper quantity was delivered by Altus.

**Product Design.** Altus reserves the right to change product design, engineering changes, specifications, construction and performance for any products at any time without prior notice, but agrees to obtain Customer approval prior to changing in operational or dimensional specifications submitted by Customer. Altus also reserves the right to discontinue products, at any time, without prior notice. All dimensions shown are considered for reference purposes and are approximate.

**Indemnification of Altus (General).** Customer shall indemnify, defend, and hold Altus, its agents and employees harmless from all claims, liabilities, and expenses, including but not limited to actual attorney fees, sustained by Altus or its agents or employees that are caused by any action of Customer relating to the goods or services sold by Altus to Customer.

**Indemnification of Altus (Patents).** If Customer provides Altus with any design, specifications or drawings related to a product, Customer shall indemnify, defend, and hold Altus, its agents and employees harmless from all claims, liabilities, and expenses, including but not limited to actual attorney fees, arising out of any claim of infringement of a patent, copyright, trademark, trade

name, or other proprietary right, or claim of unfair trade or of unfair competition in connection with the manufacture, sale, or use of the goods sold to Customer, except to the extent that any claim, liability, or expense arises solely from specifications developed by Altus.

**Tools.** Except for any such items provided to Altus by Customer for the express and sole purpose of producing products for Customer (if any, "Customer's Tools"), all other tools, jigs, dies, fixtures, patterns and equipment used in connection with the goods shall belong to Altus. Altus shall have the right to retain possession of any of Customer's Tools until full payment for the goods has been made, without affecting any other rights or remedies available to Altus.

Altus and Customer agree that Altus shall have a security interest in Customer's Tools as a security for payment of any sums owing from Customer to Altus at any time for any reason. Altus shall have the right to retain possession of all Customer's Tools until full payment for the goods has been made, without affecting any other rights or remedies available to Altus. Should Customer desire to move tooling to another production source, a tool design charge will be quoted by Altus. If a period of two (2) years shall have elapsed since Altus received orders from Customer requiring use of Customer's Tools, Altus may dispose of such Customer's Tools without accounting to Customer for the proceeds therefrom.

**Force Majeure.** Any delay or failure of Altus to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond Altus's reasonable control, such as: acts of God; governmental actions; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; terrorist acts, utility interruptions, failures or delays by Altus's vendors (including without limitation the lack of availability of necessary raw materials), or court injunction or order.

**Waiver.** No right or remedy of Altus shall be deemed to have been waived or renounced, in whole or in part, unless that waiver or renunciation is supported by consideration and is in writing signed by Altus.

**Confidentiality of Altus's Information.** Any information disclosed by Altus to Customer is confidential, and Customer agrees not to use or disclose any of that information without Altus's prior written consent.

**Customer's Default.** Customer is in default if any of the following occurs:

- a. Customer breaches, repudiates, or threatens to breach any term in the contract evidenced by this document or in any other agreement between Customer and Altus, including but not limited to a failure to pay all sums when due;
- b. Insolvency of Customer or filing a voluntary or involuntary petition in bankruptcy with respect to Customer;
- c. Appointment of a receiver or trustee for Customer;
- d. Customer's credit becomes impaired; or
- e. Execution of an assignment for the benefit of creditors of Customer.

**Altus's Remedies.** In the event of Customer's default, Altus may exercise any remedies available under applicable law, including but not limited to the following remedies:

- a. Altus may require payment in advance;
- b. Altus may ship goods only via C.O.D. or Pre-Payment;
- c. Altus may suspend performance or cancel all or any part of the balance of any contract with Customer;
- d. Altus may reduce any unpaid debt of Customer by (i) enforcing its security interest, created hereby, in all goods, (and proceeds therefrom) furnished by Altus to Customer and (ii) enforcing its security interest, created hereby in Customer's Tools, (and proceeds therefrom);
- e. Altus may take any other steps necessary or desirable to secure Altus fully with respect to Customer's payment for goods and services furnished or to be furnished by Altus to Customer; and
- f. Customer shall reimburse Altus for all damages suffered due to Customer's breach, including but not limited to incidental, consequential, and other damages, as well as lost profits, reasonable attorney fees, and court costs.

The remedies in this document shall be cumulative and in addition to any other remedies allowed to Altus under applicable law. No waiver by Altus of any breach or remedy shall be a waiver of any other breach or remedy.

**Maintenance, Spare Parts.** Altus has no obligation to (a) maintain any inventory of spare or replacement parts with respect to any goods or services provided to Customer, or (b) provide ongoing maintenance or service except as otherwise specifically provided in the description of Altus's warranty described herein.

**Insurance.** Altus shall have no obligation to maintain insurance in excess of Altus's usual business needs as determined by Altus in its sole discretion. Customer shall insure (a) all goods during shipment and afterward, and (b) all of Customer's Tools provided to Altus, against loss or damage.

**Compliance With Laws.** Unless otherwise expressly agreed in writing by Altus, Altus shall not be liable to Customer for, and Customer agrees to indemnify, defend and hold Altus harmless from, any and all liability arising or alleged to arise out of any failure of the goods sold by Altus to conform to any federal, state or local law, order, regulation or standard.

**Independent Contractor.** Altus shall at all times be deemed to be an independent contractor. Nothing herein shall be deemed to make Altus or its employees or agents an employee, partner or joint venturer of Customer.

**Time For Bringing Action.** Any action by Customer against Altus for breach of Altus's obligations hereunder or for any other claim arising out of or relating to the goods or their design, manufacture, sale or delivery must be brought within one (1) year after the cause of action accrues.

**No Audit Rights.** Unless Altus shall provide its prior written consent, which may be withheld by Altus in its sole discretion, Customer shall not, under any circumstances, have the right to conduct any audit or review of Altus's corporate books, records or financial information.

#### **General.**

- a. Compliance with Laws. Customer warrants that it is and will remain in compliance with all federal, state and local laws, regulations and ordinances relating to Customer's ability to perform its obligations under this document.
- b. Setoff. Altus has the right to deductions or setoffs of any sums due to Altus from Customer (whether or not arising from this document) against any sums due to Customer from Altus (whether or not arising from this document).
- c. Assignment. Customer shall not assign its rights or delegate its duties under this document without Altus's prior written consent. Altus may assign to any third party its rights and obligations with respect to Customer.
- d. Entire Agreement and Amendment. This document contains all of the terms of the agreement between Altus and Customer with regard to its subject matter and supersedes all prior oral or written representations, agreements, and other communications between Altus and Customer. The contract evidenced by this document may be amended only by a writing signed by Customer and an officer of Altus.
- e. Severability. All terms shall be enforced only to the maximum extent permitted by law. If any term is invalid or unenforceable, all other terms shall remain in effect.
- f. State Law. The sale of goods and services in accordance with this document shall be governed in all respects by the laws of the State of Michigan. Altus and Customer expressly agree that the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and shall NOT apply to this document.
- g. Jurisdiction and Venue. Altus and Customer agree that any action arising out of the sale of goods or services in accordance with this document will be brought, heard and decided in a state or federal court of competent subject matter jurisdiction in Kent County, Michigan. Customer submits to personal jurisdiction in Michigan.