

906 ENGINEERING CORP.
General Terms and Conditions for all Contracts
Effective date: April 12, 2018

In order to provide a uniform standard of terms and conditions for contracts involving 906 Engineering Corp. this document is hereby incorporated into all contracts entered into by 906 Engineering Corp.

1. Jurisdiction and Venue. All contracts and agreements of any kind prepared by 906 Engineering Corp. shall be interpreted under the laws of the State of Michigan, with exclusive venue for any legal action in Marquette County, Michigan.
2. Entire Agreement and Electronic Execution. These General Terms and Conditions and any estimates provided, if any, constitute the entire agreement of the parties. These General Terms and Conditions can only be amended by a writing signed by an authorized officer of 906 Engineering Corp. and the customer. Oral promises are void ab initio. The parties agree to treat electronic signatures as originals, included via facsimile, email, or any other electronic device.
3. Confidential Information. Customers of 906 Engineering Corp. agree not to disclose confidential information of 906 Engineering Corp. that customers obtain through its relationship with 906 Engineering Corp. Confidential information includes; but is not limited to; processes, procedures, customer lists, and computer code used by 906 Engineering Corp.
4. Intellectual Property Rights. 906 Engineering Corp. has the sole-legal rights to all intellectual property (“IP”) used or created in its relationship with its customers. Intellectual property includes; but is not limited to; designs, trademarks, copyrights, patents, trade secrets, and computer code of any kind. 906 Engineering Corp. may provide a license to its customers to use its IP, but 906 Engineering Corp. maintains the ownership to such IP. Under no circumstances, may a customer of 906 Engineering Corp. sell, assign, transfer, or provide the IP of 906 Engineering Corp. to others.
5. Costs of Litigation. If litigation occurs between 906 Engineering Corp. and any customer of 906 Engineering Corp. and if 906 Engineering Corp. is successful in such litigation, no matter how de minimis, then the customer of 906 Engineering Corp. shall pay the legal costs incurred by 906 Engineering Corp., including actual attorney fees.
6. No Joint Venture. 906 Engineering Corp. provides services and goods to individuals and corporate entities. 906 Engineering Corp. does not enter into a joint venture of any kind with its customers.
7. No Third Party Beneficiary and Indemnification. 906 Engineering Corp. provides services and goods to its customers only. This relationship is not intended to create rights to a third party which 906 Engineering Corp. customers may have a relationship with, or use products that were developed by 906 Engineering Corp. If a third party includes 906 Engineering Corp. in any claim involving its customers’ use of services and products provided to customers by 906 Engineering Corp., then customers agree to defend and indemnify 906 Engineering Corp. in any such claims.
8. Warranties. 906 Engineering Corp. provides a six month warranty that the products provided or developed will work as intended by the agreement of the parties. Customers of 906 Engineering Corp. agree to use the products provided or developed by 906 Engineering Corp. only for the uses intended by, and mutually agreed to, by the parties.

906 Engineering Corp. HEREBY WAIVES ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Should a product be defective, 906 Engineering Corp’s only responsibility is to replace same. 906 Engineering Corp shall not be responsible for consequential or unforeseen damages.

9. Acceptance of Goods. Unless customer rejects goods in a writing provided to 906 Engineering Corp. within 5 days of receipt of goods, the goods are conclusively presumed to be accepted and subject to the warranties in the preceding paragraph. Any rejection must specify the basis for such rejection.

10. Estimates. 906 Engineering Corp. provides “estimates” for the work being proposed. Customers understand that the development of new products is uncertain and an exact “quote” as to the costs involved is not possible. 906 Engineering Corp. endeavors to keep the costs of services and products within the limits provided in any estimate, but customers understand and agree that “estimates” are not sum certain and are not a “quote.”

11. Conflicts. These General Terms and Conditions are meant to be read together with any estimates provided to customers. If any term or condition provided in any estimate conflicts with these General Terms and Conditions, then these General Terms and Conditions shall control. Any remaining terms and conditions contained in the estimates that do not conflict with these General Terms and Conditions shall remain in full force and effect.

12. Non-Solicitation of Employees and Agents. Customers of 906 Engineering Corp. agree not to solicit employees or agents of 906 Engineering Corp., for employment by the customer or employment by a third party or to leave the employment of 906 Engineering Corp. for any reason. Customers agree that such solicitation of employees or agents of 906 Engineering Corp. could cause 906 Engineering Corp. financial hardship. This Non-Solicitation clause shall remain in effect for the duration of any contracts or agreements of the parties, and for a two year period after all such contracts and agreements end.

13. Guarantors. If 906 Engineering Corp. requires the principals of a corporate entity to sign in their individual capacity, in addition to signing for the corporate entity, then the signatory principals guarantee performance in their individual capacity under the agreements with 906 Engineering Corp.

14. Finance Charge. All past due amounts and collection costs are subject to an interest charge of 1.5% monthly (18% APR).

15. Waiver of Terms and Conditions. The waiver of any term or condition of any contract with 906 Engineering Corp. must be in a writing signed by a person authorized by 906 Engineering Corp. to allow such waiver. Oral waivers are void ab initio. The waiver of any term or condition does not waive other terms or conditions. All terms and conditions not particularly waived remain in full force and effect.