



**GREAT LAKES DIVERSIFIED GROUP, INC.  
TERMS AND CONDITIONS OF SALE**

**ALL SALES BY GREAT LAKES DIVERSIFIED GROUP, INC. ARE SUBJECT TO THESE  
TERMS AND CONDITIONS OF SALE POSTED ON:**

**[WWW.GLDG.COM](http://WWW.GLDG.COM)**

**EFFECTIVE OCTOBER 29TH 2017**

***ALL SALES OF GOODS OR SERVICES ARE SUBJECT TO THESE  
TERMS AND CONDITIONS OF SALE***

- 1. Acceptance and Acknowledgement of Terms and Conditions of Sale.** These Terms and Conditions of Sale apply to all sales of products, parts, supplies, materials or other personal property (“Goods”) and to all furnishing of labor or services including design or assembly Services (“Services”) from Great Lakes Diversified Group, Inc. (“Seller”) to Buyer. Buyer agrees that these Terms and Conditions are incorporated by reference in and apply to every sale, purchase, request for proposal or quotation, specification, quotation, purchase order, invoice, release, requisition, work order, shipping instruction, shipping receipt or communication between Seller and Buyer, whether expressed verbally, in written form, digitally or electronically. All sales of Goods and Services from Seller to Buyer are subject to these Terms and Conditions of Sale.
- 2. Notice to Buyer of Updates on [WWW.GLDG.COM](http://WWW.GLDG.COM).** Seller will update or modify these Terms and Conditions from time to time on Seller's website, [www.gldg.com](http://www.gldg.com). and Buyer agrees to be bound by such updates and modifications, with or without actual notice. Any inconsistent terms in Buyer's communications, purchase orders or confirmations are expressly rejected and will not be binding on Seller. Any delivery of Goods or Services by Seller to Buyer shall constitute an acceptance by Buyer of these Terms and Conditions of Sale.
- 3. Terms, Interest and Collection Costs:** The total purchase price is due and payable to Seller in cash on delivery, without setoff or other deductions or charges. Seller may grant credit terms, net 30 days of Seller's invoice, but only in a writing signed by Seller and Buyer following Buyer's tender of a completed credit application. All sums not paid in cash on delivery shall be subject to interest or a late charge at the rate of 1.5% per month from the date payment is due. Where the applicable state law prescribes a maximum legal interest rate or late charge which is less than 1.5% per month, then Buyer shall pay interest at the maximum amount allowed by law. If it is

necessary to place invoices relating to this purchase order in the hands of an attorney for collection, Buyer shall pay Seller its reasonable attorney's fees and costs incurred in the course of collecting payment.

4. **Taxes:** Taxes and fees of any nature are not included in the quoted prices unless specifically stated in the order. Applicable state sales tax will be billed to Buyer unless Seller is supplied with appropriate tax exemption certificates prior to the initial billing.

5. **Freight:** Except as otherwise provided herein, Seller shall not be responsible for freight, transportation, incurrence, shipping, storage, handling, demurrage or similar charges. If such charges are by the terms of sale included in the price, any increase in rates becoming effective after the date hereof shall be for the account of the Buyer.

6. **Licenses and Permits:** Except as otherwise provided herein, all import permits and licenses and the payment of all United States import duties and customs fees shall be the sole responsibility of Buyer. Buyer agrees to be bound by any and all manufacturer's license agreements affecting software and firmware.

7. **Delayed Shipment:** The quoted time of delivery to a carrier is approximate and shall be extended for such time as may be reasonably necessary if Seller is prevented from making delivery at the quoted time by reason of any labor dispute, embargo, war, damage to the plant of Seller or any supplier of Seller, inability to obtain labor materials, acts of God, or any other cause whatsoever beyond Seller's reasonable control.

8. **Cancellation for Delays In Shipment:** Buyer may not in any event cancel this order for any delays in delivery without giving at least 15 days prior written notice of intention to do so, and in no event after Goods have left point of shipment. Notwithstanding anything herein to the contrary, Buyer may not cancel orders for "final sale" or "noncancelable" items.

9. **Limited Warranty and Disclaimer of Implied Warranties:** SELLER MAKES, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS SAME. NO EMPLOYEE OR AGENT OF THE SELLER IS AUTHORIZED TO OFFER ANY WARRANTY OR GUARANTY BEYOND THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT. SELLER ONLY WARRANTIES TO BUYER THAT THE GOODS, AT THE TIME OF SHIPMENT, ARE COMMERCIALY FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AND ARE MATERIALLY IN ACCORD WITH THE SPECIFICATIONS SPECIFICALLY AGREED TO IN WRITING BY THE PARTIES HERETO. THE LIMITED EXPRESS WARRANTY SET FORTH HEREIN SHALL BE INEFFECTIVE AND SHALL NOT APPLY TO ANY GOODS SOLD BY SELLER TO BUYER THAT HAVE BEEN SUBJECT TO ALTERATION OR REPAIR, MISUSE, ABUSE, NEGLIGENCE, ACCIDENT,

DAMAGE OR IMPROPER HANDLING, STORAGE, INSTALLATION OR MAINTENANCE.

10. **Extension of Manufacturer's Warranty:** On all Goods manufactured by parties other than Seller, the Seller will extend the same warranty it receives from such manufacturer to Buyer. This extension shall be limited to the warranty provided by the original manufacturer and shall not extend beyond the terms and conditions of the warranty issued by the manufacturer. The length of the warranty period will be the length established by the manufacturer of the Goods. At Seller's request, Buyer shall proceed exclusively and directly against the manufacturer.

11. **Waiver of Consequential Damages and Exclusive Remedy For Defective Goods or Services:** In no event shall Seller be liable for lost profits, lost revenue, consequential, incidental, exemplary, punitive or special damages arising out of or connected with the sales contract or the manufacture, sale, delivery or use of the Goods or Services. THE LIABILITY OF SELLER, IF ANY, AND ITS AGENTS AND EMPLOYEES, FOR ANY CLAIMS, COSTS, DAMAGES, LOSSES AND EXPENSES FOR WHICH THEY ARE OR MAY BE LEGALLY LIABLE, WHETHER ARISING IN NEGLIGENCE, TORT, CONTRACT, OR OTHERWISE, SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE GOODS, COMPLETION OF THE SERVICES, OR REFUND OF THE PURCHASE PRICE PAID FOR THE GOODS OR SERVICES, AS DETERMINED IN SELLER'S SOLE DISCRETION. Seller shall not be liable for any failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed by acts of God, acts of Buyer, acts of civil or military authorities, fires, strikes or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control.

12. **Inspection and Claims:** Buyer shall have 15 days from the date of delivery to inspect the Goods for defects and nonconformance and to notify Seller, in writing, of any defects, nonconformance, or rejection of the Goods. Claims for shipping damage, errors, or shortages must also be made in writing to Seller no more than 3 days after receipt of shipment. After these periods, Buyer will be deemed to have irrevocably accepted the Goods, if not previously accepted. After acceptance, Buyer shall have no right to reject the Goods for any reason or revoke acceptance. Claims for damage due to shipping must be made by Buyer to the freight carrier. Any portion of an order which is not filled and shipped as a result of a lack of inventory or for any other reason beyond the control of Seller, will nevertheless be retained as an order and delivered as soon as possible unless Seller notifies Buyer that the Goods cannot be delivered at a later date. In such event, Seller shall not incur any liability to Buyer as a result of its failure to deliver Goods.

13. **Defects and Nonconforming Deliveries:** If any portion of the Goods delivered to Buyer are defective, nonconforming or are otherwise not in accordance with contract specifications, then Seller shall have the right in its discretion either to repair or replace such defective Goods or to refund the portion of the purchase price applicable

thereto. Buyer shall not return any Goods to Seller without Seller's prior written consent in a Material Return Authorization (MRA). Seller shall not be liable for the cost of returning Goods to Seller, processing, lost profits, lost revenue, injury to good will or any other special or consequential damages arising from or related to defective or nonconforming Goods. All returns approved by Seller must reference the original invoice number and the reason for return.

14. **Return of Conforming Goods.** No conforming Goods shall be returned to Seller without Seller's written consent in a Material Return Authorization. Buyer must contact Seller for such consent before returning any Goods. Non-warranty returns of Goods that are unused and are in resalable condition will be subject to Seller's return policies in effect at the time, including applicable restocking charges, transportation charges and other conditions of return.

15. **Inspection or Testing:** If an inspection or testing prior to delivery of the Goods has been agreed upon, the inspection or testing shall be made at Seller's warehouse or other source of supply before shipment of the Goods, and Buyer shall approve or reject the Goods promptly, and in any event before shipment. No claims will be entertained thereafter. In all other cases, Buyer shall give written notice to Seller of any claim within 15 days of Buyer's receipt of the Goods, and Seller shall hereupon be afforded a reasonable opportunity to inspect the Goods.

16. **Invoice Disputes.** All invoice disputes must be submitted to Seller in writing within 30 days following the date of any such invoice. Thereafter, absent written notice prior to the expiration of 30 days from the invoice date, Buyer waives any and all rights it may have to dispute the validity, existence or amount of such invoice.

17. **Limitations on Causes of Action:** Any cause of action Buyer may have with respect to the purchase of any Goods or Services from Seller must be commenced within one year after Seller's delivery of the Goods or performance of the Services.

18. **Normal Variations:** Seller shall not be liable for normal variations in tolerance, dimensions, weights and quantity. Weights, sizes and quantities as determined at Seller's mill or other source of supply shall be conclusive.

19. **Technical Support:** Unless specifically provided on the quotation or invoice, this Agreement does not include any technical support or services of Seller in connection with the installation, testing, evaluation, or operation of the Goods.

20. **Delivery in Installments:** Unless otherwise expressly stated, Seller shall have the right to make delivery of the Goods in installments. All installments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to pay for any installment when due shall excuse Seller from making further delivery. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.

21. **Extension of Credit:** If by the terms of sale, credit is extended to Buyer, Seller reserves the right to revoke such credit if Buyer fails to pay for any Goods or Services previously delivered when due or if in the judgment of Seller there has been a material adverse change in Buyer's financial condition. Thereupon, Seller shall have the right to demand payment before further shipment of Goods or performance of further Services.

22. **Modification or Waiver:** This contract may not be modified or terminated orally. No claimed modification, termination or waiver of any of its provisions shall be valid unless in a writing signed by Seller's duly authorized representative or posted on Seller's website. No waiver by Seller of any of these Terms shall be deemed to constitute a waiver of any other Terms or a waiver of the same or any other provision with regard to portions of this transaction or future transactions. No waiver by course of conduct, custom, or usage can occur.

23. **Identification of Goods and Risk of Loss:** Identification of Goods under Section 2.501 of the Uniform Commercial Code shall occur at the moment this proposal is signed by the parties or as soon thereafter as the Goods are identifiable and the risk of loss shall pass upon identification. Title to the Goods shall pass upon receipt of the Goods by Buyer.

24. **Buyer Grant of Security Interest to Seller:** Buyer hereby gives Seller a security interest in the Goods sold under this order to secure any portion of the purchase price not paid at the time of delivery. At the time of delivery of the Goods, or at Seller's request, Buyer shall execute a separate Security Agreement in such form as is required by Seller. Buyer authorizes Seller to file a UCC Financing Statement to perfect Seller's security interest in the Goods.

25. **Risk of Loss in the Event of Breach:** Breach of these Terms and Conditions shall have no effect upon the provisions controlling the risk of loss of the Goods contained herein.

26. **Seller Excused if Goods Destroyed:** If the Goods covered by this order are destroyed prior to the time the risk of loss passes to the Buyer, Seller shall be excused from performing its obligation under this order and the contract shall be voided. This provision shall apply whether or not the Goods are destroyed through the negligence of the Seller.

27. **Seller's Right to Assurance:** Whenever the Seller in good faith has reason to question the Buyer's intent or ability to perform, Seller may demand that Buyer give a written assurance of its intent and ability to perform. If a demand is made and no assurance is given within five days, Seller may treat this failure as an anticipatory repudiation of this order.

28. **Buyer's Representation of Solvency:** Buyer represents that it is not insolvent as that term is defined in Section 1.201(23) of the Uniform Commercial Code.

If the Buyer becomes insolvent before delivery of the Goods, Buyer shall notify Seller. A failure to notify Seller shall be construed as a reaffirmation of Buyer's solvency at the time of delivery.

29. **Quotation Expiration** Written quotations from Seller are valid for a period of 30 days unless otherwise noted by Seller. Seller will have the right to withdraw any quote that has not been accepted by Buyer within the 30-day time period. Every order for Goods or Services is a special order, which must be submitted in writing by Buyer and must contain complete specifications, drawings or other relevant information.

30. **Cancellation of Orders for Goods** . Buyer cannot cancel orders for Goods except upon written notice to Seller no less than 15 days prior to the stated delivery date for the Goods. In no event may Buyer cancel an order after the Goods have left the point of shipment by Seller, or have been specifically manufactured by Seller. Seller may otherwise agree to the cancellation of an order for Goods as proposed by Buyer, in Seller's sole discretion. Notwithstanding anything herein to the contrary, Buyer may not cancel orders for "final sale" or "noncancelable" items.

31. **Cancellation of Orders for Services.** Buyer may cancel orders for Services at any time upon written notice to Seller. In the event of Buyer's cancellation of an order for Services, Buyer shall compensate Seller for any Services performed through the date of cancellation in the amount of (a) any advance payment made by Buyer to Seller, (b) a prorated portion of the fees due for the work performed by Seller in performing the Services through the date of cancellation, or (c) hourly fees for work performed by Seller or Seller's agents as of the date of cancellation, whichever amount is greatest. Buyer shall pay Seller all expenses, fees, and other charges as Seller may have incurred through and up to, the date of cancellation, including, without limitation, the reimbursement of Seller for any charges it may have incurred for material costs or staffing expenses.

32. **Governing Law and Jurisdiction:** The Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Each party hereto hereby irrevocably submits to the jurisdiction of the courts of the State of Michigan in Oakland County and the United States District Court for the Eastern District of Michigan for the purposes of any proceeding arising out of or related to the Agreement, or the subject matter hereof or thereof, brought by any other party. Provided, however, Seller has the option to file collection actions where Buyer is located. Buyer hereby waives and agrees not to assert by way of motion as a defense or otherwise in any such proceeding, any claim (i) that it is not subject to the jurisdiction of the above-named courts, (ii) that the proceeding is brought in an inconvenient forum, (iii) that it is immune from any legal process with respect to itself or its property, (iv) that the venue of the proceeding is improper or (v) that the Agreement or the subject matter hereof or thereof may not be enforced in or by such courts.

33. **Waiver of Jury Trial:** BUYER WAIVES ITS RIGHTS, IF ANY, TO A JURY TRIAL TO THE EXTENT PERMITTED BY APPLICABLE LAW WITH RESPECT

TO ANY ACTION, CLAIM, SUIT, OR PROCEEDING ARISING OUT OF THESE TERMS AND CONDITIONS OF SALE TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW OR COURT RULE,

*For Use with Contracts to be Signed by Buyer*

Great Lakes Diversified Group, Inc. "Seller"

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_, "Buyer"

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Great Lakes Diversified Group, Inc.  
Terms and Conditions of Sale  
Effective October 29<sup>th</sup>, 2017





**GREAT LAKES DIVERSIFIED GROUP, INC.  
TERMS AND CONDITIONS OF USE OF WEBSITE  
[WWW.GLDG.COM](http://WWW.GLDG.COM)**

**ALL TRANSACTIONS MADE AND USES OF [WWW.GLDG.COM](http://WWW.GLDG.COM) ARE SUBJECT TO THESE  
TERMS AND CONDITIONS OF USE  
Effective October 29th 2017**

***ALL SALES BY GREAT LAKES DIVERSIFIED GROUP, INC. ARE SUBJECT TO THE TERMS AND  
CONDITIONS OF SALE POSTED ON: GREAT LAKES DIVERSIFIED GROUP, INC.  
WELCOMES YOU TO [WWW.GLDG.COM](http://WWW.GLDG.COM).***

PLEASE READ THE FOLLOWING "TERMS AND CONDITIONS" OF USE. ANY TRANSACTIONS THAT YOU ENGAGE IN THROUGH THIS SITE ARE SUBJECT TO, AND EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THESE TERMS ("AGREEMENT"). BY ACCESSING, VIEWING, OR USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE WITH THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DO NOT USE THIS SITE.

**1. Use of Site:** This website is provided solely for the use of current and future customers of GLD GROUP to provide you with information about our company, to permit you to place orders for our products and services, and to enable you to contact us with any questions or comments that you may have. Any other use of this site is prohibited.

**2. Termination of Use:** GLD GROUP in its sole discretion, has the right to deny access to, and to suspend or terminate your access to the site or to any features or portions of the site, to modify any service or material provided on the GLD GROUP Website, and remove and discard any content or materials you have submitted to the site at any time and for any reason, including for any violation by you of these Terms and Conditions of Use.

**3. Survival of Terms and Conditions of Use:** In the event your access to or use of this site is suspended or terminated, you will continue to be bound by the Terms of Use that were in effect as of the date of such suspension or termination.

**4. Disclosure to Third Parties:** You acknowledge, consent and agree that GLD GROUP may access, preserve and disclose your account information if required to

do so by law or if GLD GROUP believes in good faith that such disclosure is reasonably necessary to (i) comply with law or legal process, (ii) respond to claims that any content violates the rights of third parties or (iii) protect the rights, property or personal safety of GLD GROUP or its users.

**5. Electronic Communications and Electronic Signatures:** You agree to be bound by any affirmation, assent, or agreement you transmit through this website, including but not limited to any consent you give to receive communications from GLD GROUP solely through electronic transmission. You agree that when in the future you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

**6. Site Contents and Ownership:** The information contained on this site, including all images, designs, photographs, writings, graphs, data, and other materials (Materials) are the property of GLD GROUP and are protected by copyrights, trademarks, trade secrets, or other proprietary rights. Permission is granted to display, copy, distribute, download, and print portions of this site solely for the purposes of using this site for the authorized uses described above. You must retain all copyright and other proprietary notices on all copies of the Contents. You shall comply with all copyright laws worldwide in your use of this website and prevent unauthorized copying of the Contents. Except as provided in this Notice, GLD GROUP does not grant you any express or implied right in or under any patents, trademarks, copyrights, or trade secret information.

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**8. Change of Terms:** GLD GROUP reserves the right to change these Terms of Use at any time. Such changes will be effective when posted. By continuing to use the site after we post any such changes, you accept the Terms & Conditions as modified.

**9. Privacy Notice:** GLD GROUP’s privacy policy, located at [www.GLDG.com](http://www.GLDG.com) is incorporated by reference into these Terms of Use and provides

information relating to GLD GROUP's collection, use and disclosure of your personal information.

**10. Online Purchases and Other Terms and Conditions:** All transactions for the sale of goods through the GLD GROUP Website are governed by the GLD GROUP Terms and Conditions of Sale, which may be found at [www.GLDG.com](http://www.GLDG.com).

**11. Advertisements and Links to Third Party Sites:** GLD GROUP may display on the GLD GROUP Website certain advertisements or links from third parties. GLD GROUP is not responsible for the content of such advertisements or links, any products, services or other materials relating to such advertisements, any linked site or any link contained in a linked site. GLD GROUP shall not be liable directly or indirectly for any damage or loss arising from or relating to any use or reliance on any advertisement, any linked third party site or any link contained in a linked site.

**12. Geographic Restrictions:** The GLD GROUP Website is based in North America. We make no claims that the GLD GROUP Website or any of its content is accessible or appropriate outside of North America. Access to the GLD GROUP Website may not be legal by certain persons or in certain countries. If you access the GLD GROUP Website from outside North America, you do so at your own initiative and are responsible for compliance with local laws.

**13. Ownership of Site Content and Submissions:** Information you provide through this website shall be deemed to be non-confidential and GLD GROUP shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute the information to others without limitation.

**14. Rules of Conduct:** By way of example, you should not use any features of this site that permit communications or postings to post, transmit, display, or otherwise communicate: any defamatory, threatening, obscene, harassing, or otherwise unlawful information; any advertisement, solicitation, spam, chain letter, or other similar type of information; any encouragement of illegal activity; unauthorized use or disclosure of private, personally identifiable information of others; or, any materials subject to trademark, copyright, or other laws protecting any materials or data of others in the absence of a valid license or other right to do so. The following rules apply to your use and any use authorized or permitted by you of this site:

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b. Do not share your username, access code, or password with any third party or allow any third party access to your account.

c. Do not use automated means to access the site, or gain unauthorized access to the site or to any account or computer system connected to the site.

- d. Do not "stream catch" (download, store or transmit copies of streamed content).
- e. Do not obtain, or attempt to obtain, access to areas of the site or our systems that are not intended for access by you.
- f. Do not "flood" the site with requests or otherwise overburden, disrupt or harm the site or its systems.
- g. Do not circumvent or reverse engineer the site or its systems.
- h. Do not restrict or inhibit another user or users from using and enjoying this site.

**15. Disclaimer of Warranties:** ALL PRODUCT WARRANTIES ARE EXPRESSLY SET FORTH IN ANY WARRANTY PROVIDED WITH THE PRODUCT AND ON TERMS AND CONDITIONS OF SALE OF GLD GROUP. GLD GROUP MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF ANY NATURE REGARDING THE INFORMATION PRESENTED ON THE GLD GROUP WEBSITE OR THE PRODUCT TO WHICH THE INFORMATION REFERS.

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**16. Limitation on Liability:** IN NO EVENT WILL GLD GROUP, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES

OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

**17. Limitations on Claims:** Any claim or cause of action you may have with respect to your use of this site must be commenced within one year after the use giving rise to the claim.

**18. Indemnity:** You hereby indemnify GLD GROUP against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by GLD GROUP to a third party in settlement of a claim or dispute on the advice of GLD GROUP's legal advisers) incurred or suffered by GLD GROUP arising out of any breach by you of any provision of these terms and conditions, or your improper use of this site or breach of any law or rights of a third party.

**19. Notices, Waiver, Savings and Assignment:** Any notice may be provided to you by email, regular mail or postings on the GLD GROUP Website. The failure of GLD GROUP to exercise or enforce any right or provision of the Terms of Use will not constitute a waiver of such right or provision unless in writing and signed by GLD GROUP. If any provision of the Terms of Use is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms of Use to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions. The Terms of Use may not be assigned by you. Any attempted assignment shall be null and void.

**20. Governing Law and Jurisdiction:** These Terms of Use are governed by and construed in accordance with the laws of the State of Michigan. Each party hereto hereby irrevocably submits to the jurisdiction of the courts of the State of Michigan in Oakland County and the United States District Court for the Eastern District of Michigan for the purposes of any proceeding arising out of or related to these Terms of Use or the subject matter hereof or thereof, brought by any other party. You hereby waive and agree not to assert, by way of motion, as a defense or otherwise in any such proceeding, any claim (i) that it is not subject to the jurisdiction of the above-named courts, (ii) that the proceeding is brought in an inconvenient forum, (iii) that it is immune from any legal process with respect to itself or its property, (iv) that the venue of the proceeding is improper or (v) that the Agreement or the subject matter hereof or thereof may not be enforced in or by such courts.

**21. Waiver of Jury Trial:** BUYER WAIVES ITS RIGHTS, IF ANY, TO A JURY TRIAL TO THE EXTENT PERMITTED BY APPLICABLE LAW WITH RESPECT TO ANY ACTION, CLAIM, SUIT, OR PROCEEDING ARISING OUT OF THESE TERMS

AND CONDITIONS OF USE TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW OR COURT RULE,

**22. Survival:** Upon termination of the Terms of Use, any provision which by its nature or express terms should survive, will survive such termination or expiration.

**23. Entire Agreement:** The Terms of Use, the Privacy Policy and any additional terms that may apply to the GLD GROUP Website constitute the entire agreement between you and GLD GROUP relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to the Terms of Use, Privacy Policy or guidelines made by GLD GROUP as set forth above.