



Dear Customer,

We would like to take this opportunity to welcome you to Electro-Matic Products, Inc.

In order to set up an account with us, please provide the following information. For quicker processing of your order, we accept Visa, MasterCard and American Express. We require initial order to be prepay at the time of order. **A 3% processing fee will be charged to credit card orders.**

- ❖ Billing and Shipping Addresses
- ❖ Preferred method for receiving invoices (e-mail, fax or mail) and contact info
- ❖ Shipping instructions including collect accounts
- ❖ Completed/signed credit application
- ❖ Signed Terms and Conditions
- ❖ Sales & Use Tax Certificate of Exemption. *Please note that taxes will be charged to customers if this is not provided.*

Please return your completed information via E-mail to emp600accounting@electro-matic.com

Remit To Address:

ELECTRO-MATIC VENTURES, INC.
PO BOX 7410635
Chicago, IL 60674-0635

Physical Address:

Electro-Matic Products, Inc.
6750 Arnold Miller Parkway
Solon, OH 44139

We have also included some information that you may need in order to set us up in your system as a supplier: W9, ISO Registration, Duns #06-558-4195

Our website www.electro-matic.com, has more information about our products and services. Please feel free to visit them anytime to get the latest industrial/training/product news.

Orders can be sent to us via the following methods:

Website: www.electro-matic.com

Phone: 248-478-1182 MI and follow the prompts for Customer Service

We value your business and look forward to providing you excellent service.

Sincerely,

Electro-Matic

Electro-Matic Products Siemens Technical Support Group

Electro-Matic Normal Business Hours Automation Technical Support Procedure: M-F 8:00AM to 5:00PM

Please dial the Electro-Matic Main number: **248-478-1182**

Press 2 to enter the technical support menu

Press 1 to speak with a support person for **SIEMENS** products

Press 2 to speak with a support person for **Cables and Connector** products

Press 3 to speak with a support person for **LED Signs, LED Lighting, Factory Vision, & 4U2SEE**

Press 4 to speak with a support person for all other products

Electro-Matic Normal Business Hours Automation Technical Support Procedure: M-F 8:00AM to 5:00PM

Name	Location	Support Expertise	Direct Office Phone Number	Mobile Phone Number	Email Address
Dave Medonis	Farmington Hills, MI	Automation/Controls	248-957-4321	248-640-7496	djmedonis@electro-matic.com
Steve Rodway	Farmington Hills, MI	Automation/Controls	248-957-4327	248-635-9716	swrodway@electro-matic.com
Brad Nowak	Farmington Hills, MI	Motion/Drives	248-957-4325	248-755-1681	banowak@electro-matic.com
William Basile	Farmington Hills, MI	Motion/Drives	248-957-4324	248-722-4390	wabasile@electro-matic.com
Bob Pillen	Farmington Hills, MI / Solon, OH	Motion/Drives Specialist	248-640-7491	248-640-7491	rppillen@electro-matic.com
Corbin Miller	Grand Rapids, MI	Motion/Drives	248-957-4326	248-228-6704	cwmiller@electro-matic.com
Matt Klien	Grand Rapids, MI	Automation Specialist	616-856-6777	616-856-6777	mwklien@electro-matic.com
Andrew Jorgensen	Solon, OH	Automation/Controls	216-350-4379	330-801-7331	aejorgensen@electro-matic.com
Nathan Kaszei	Solon, OH	Automation/Controls	216-350-4380	216-316-2355	nckaszei@electro-matic.com
George Levanoff	Solon, OH	Automation Specialist	330-741-0053	330-741-0053	gclevanoff@electro-matic.com
John Skope	Farmington Hills, MI	Controls Specialist	248-755-1520	248-755-1520	jdskope@electro-matic.com

Electro-Matic Weekend / After Hours Support Contact Procedure

Please dial the Electro-Matic Main number: **248-478-1182**

A greeting will immediately indicate how to get support as described below.

Press 1 for **SIEMENS PRODUCTS** and leave a voice message with:

- **Name**
- **Company Name**
- **Phone Number**

and **request a page** will be sent to the support personnel who will return your call.



For customers to remit payment via the **MAIL** please send to:

ELECTRO-MATIC VENTURES, INC.
PO BOX 7410635
CHICAGO, IL 60674-0635

Or an ACH /WIRE TRANSFER can be sent to:

BANK OF AMERICA
540 W MADISON ST.
CHICAGO, IL 60661

ACH/EFT ROUTING#: **071000039**
DOM. WIRE ROUTING#: **026009593**
ACCOUNT#: **8670813642**
SWIFT: **BOFAUS3N**

If sending an ACH or Wire Transfer please send the remittance advice to:

Fax #: 248-426-8047

OR

Email: accounting@electro-matic.com



Since 1969, Electro-Matic has helped transform American industry by supplying automation components and solutions to leading U. S. manufacturers. Today, Electro-Matic continues to leverage the value of emerging technologies by developing practical applications for industrial, commercial, and retail markets. As a technology company, we help our customers enjoy the benefit of a supplier partner intently focused on delivering strong value-for-value relationships while turning innovation into value.

electro-matic.com
248-478-1182

Central Ohio
248-478-1182
4149 Weaver Ct,
Hilliard, OH 43026



Shop Online
shop.electro-matic.com



Products

Electro-Matic Products provides everything you need from one source: technology and motion control solutions, a full range of drive and automation technology as well as pre- and after-sales service.



Integrated

Electro-Matic Integrated provides global cable-based industrial solutions and custom value-added products, services and solutions for automation control applications. Our Total Solutions start by providing start-up technical assistance, design, assembly and operator training.



Visual

Electro-Matic Visual is a provider of innovative and energy-efficient LED display and LED lighting to the commercial and industrial markets. Electro-Matic's turnkey approach to LED Lighting and energy solutions can help show you LED technology can improve your profits by improving production efficiencies, increasing top line sales, improving your profit margin mix, and reducing your energy costs with a new installation or retrofit.



SIEMENS





SIEMENS



YASKAWA

SHOP ONLINE

CONTRACT & SPECIAL PRICING • LIVE INVENTORY
ORDER TRACKING • PROMISE DATES • MANAGED ACCOUNTS

ELECTRO-MATIC.COM/SHOP

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Electro-Matic Products, Inc.	
	2 Business name/disregarded entity name, if different from above. Electro-Matic Ventures, Inc.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 6750 Arnold Miller Parkway		Requester's name and address (optional)
6 City, state, and ZIP code Solon, OH 44139		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

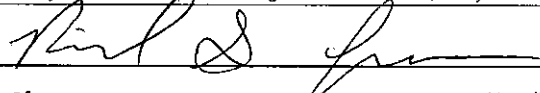
Social security number										
			-				-			
or										
Employer identification number										
4	7	-	1	7	4	8	6	2	4	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1/13/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF REGISTRATION



ELECTRO-MATIC VENTURES, INC

and subsidiaries:

Electro-Matic Integrated, Inc.,

Electro-Matic Products, Inc., Electro-Matic Visual, Inc.

23409 Industrial Park Court, Farmington Hills, MI 48335 USA

Electro-Matic Products, 6750 Arnold Miller Pkwy, Solon OH 44139

Global Management System Registration, LLC issues this certificate to the firm named above, having assessed and approved the firm's quality management system and finding the system conforms to the standards of:

ISO 9001-2015

ANSI / ISO / ASQ Q9001-2015

The Quality Management System is applicable to the following:

Supply of complementary group of high technology automation components, including selection of application engineering, assembly, packaging design, manufacture of cable connector assemblies, and training at locations in Farmington Hills, MI 48335 USA and Solon OH, 44139 USA

This approval is subject to the firm maintaining its system to the required standards which will be monitored by GMSR.

Certificate Number: GMSR C1007-1031

Date of Issue: April 18, 2023

Date of Expiration: April 18, 2026

A handwritten signature in black ink, appearing to read "Russell D. Cromer".

Russell D. Cromer
Managing Member of GMSR LLC

Global Management System Registration, LLC

612 West Columbia Road, Mason, MI 48854





Please complete the following application in its entirety.

COMPANY INFORMATION

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____

Company Email Address: _____

Company Affiliates (if any): _____

Invoice Via: ☐ Mail ☐ Fax ☐ E-Mail _____

BUSINESS INFORMATION

Please Indicate Legal Status:

☐ Sole Proprietor ☐ Corporation ☐ Partnership ☐ Other: _____

Tax Id Number: _____ SIC Code: _____
(or Social Security or Individual Owner(s)) (Type of Business)

Tax Exempt #: _____ Duns #: _____
(Must Include Copy of Exemption Form/Certificate)

Number of Employees: _____ Length of Time in Business: _____

Own or Rent Business Building: _____ Length of Time at Location: _____

Estimated Annual Sales: _____

Has your company ever gone through Bankruptcy? ☐ Yes ☐ No

If Yes, When and Where? _____

REFERENCES

Applicant authorizes seller to contact the financial and trade references listed and any credit reporting agencies to obtain, verify and revivify credit information.

Signature of Authorized Officer or Owner of the Company

Date:

Please provide 4 Industry Related Trade References.

Name	Address	Phone #	Email
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

BANK INFORMATION

Bank Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____

Years Account Open: _____ Type of Account: ☐ Checking ☐ Savings

Arbitration Agreement: The parties agree to resolve by binding arbitration all claims and disputes arising from or relating to agreements and transactions, including the validity of this arbitration clause. The arbitration shall be governed by the Code of Procedure of Equilaw's National Forum (NAF). The applicable Code shall be the Code of Procedure in effect at the time the claim is filed with Equilaw, whose United States administrative office is located at 2124 Dupont Avenue South, Minneapolis, Minnesota 55405, (612) 871-9205. The parties agree to accept service by certified mail, return receipt requested, through the United States Postal Service, of the Initial Claim Documents which begin an arbitration. Judgement upon Award may be entered in any court having jurisdiction.

Applicant(s) signature attests financial responsibility, ability and willingness to pay invoices in accordance with Electro-Matic Products, Inc., standard terms & conditions or other Company executed agreement stating specific terms & conditions.

The above information is for the purpose of obtaining credit terms and is warranted to be true. I/We do hereby authorize Electro-Matic Products, Inc., to investigate the references listed pertaining to the company's and/or owner's credit and financial responsibility. Applicant understands that in the event the credit account becomes seriously delinquent requiring the use of other means to collect the outstanding liability, all fees, court costs, legal fees required to obtain payment and, appropriate finance charges, may be imposed by the seller upon the applicant.

Company Name: _____ Date: _____

Signature: _____ Title: _____
(Person signing must be able to bind the company) (Both Owners must sign in the event of a partnership)

RIGHT TO OFFSET

At either Party's sole discretion and without prior consent of either Party (or it's Affiliate), and notwithstanding anything to the contrary in any other agreement between either Party (or it's Affiliate), either Party may deduct or off-set from any amounts that either Party (or it's Affiliate) may owe the other Party (or it's Affiliate), under any other agreement between the Parties (or their Affiliates), any amounts due either Party under the agreement.

(Authorized Signature) Date: _____

Electro-Matic Ventures, Inc.

Terms and Conditions of Sale

1. **DEFINITIONS:** "Goods" means both Manufactured Goods and Seller Goods. "Manufactured Goods" means goods sold by Seller as a distributor or reseller which have been manufactured or fabricated by a third party. "Seller Goods" means all goods manufactured or fabricated by Seller. "Purchaser" means the Purchaser of Goods as identified in Seller's documents of sale. "Seller" means a wholly-owned subsidiary of Electro-Matic Ventures, Inc. "End User" means Purchaser's customer (if any) or the party which ultimately makes use of the Goods.

2. **ACCEPTANCE:** This document constitutes an offer by Seller to sell the Goods and/or provide related Services described in Seller's documents of sale to Purchaser on the terms and conditions set forth in this document and Seller's other applicable documents of sale (collectively, this "Agreement"). Purchaser may accept Seller's offer only on the terms and conditions stated in this Agreement. Any different or additional terms or conditions contained in, or any other attempt to vary the terms of this Agreement through, any documents or other communications provided by Purchaser, whether prior or subsequent, are deemed to be proposals for additional or different terms and are hereby objected to and rejected, and as such are of no force and effect. If this Agreement is, however, determined to be a counteroffer to or potential acceptance of an offer or counteroffer by Purchaser, such counteroffer or acceptance is conditioned on the Purchaser's acceptance of any terms in this Agreement that are additional to or different from Purchaser's offer or counteroffer.

3. **PRICES:** Prices for the Goods and any Services shall be those set forth in Seller's price lists or in written quotations in effect at the time of shipment or the Services' performance. Prices are subject to change without notice. Written quotations shall expire as defined therein, if no expiration date is provided on a written quotation, the quotation shall expire within thirty (30) days from the date of their issuance unless terminated earlier by Seller upon notice to Purchaser. Prices do not include any taxes imposed by any governmental authority whatsoever, which taxes shall be paid by Purchaser in accordance with Section 4.

4. **TAXES:** The amount of all present and future sales, revenue, excise, or other taxes applicable to the Goods and Services shall be added to the purchase price and shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Notwithstanding the above, if Seller is required to pay such taxes, Purchaser shall reimburse Seller for such amounts.

5. **ADDITIONAL COSTS/EXPENSES:** Purchaser shall pay all added costs and expenses incurred by Seller as a result of delays in receiving receipt of details, specifications, and other pertinent information from Purchaser or because of changes requested by Purchaser.

6. **PAYMENT:** Purchaser shall pay to Seller the full purchase price of the Goods and Services, less any deposit or other payments previously made as required by Seller, within thirty (30) days after the shipment or the Services' performance, as evidenced by Seller's invoice to Purchaser. All invoices paid after the due date will be assessed a late payment fee equal to the lesser of one and one-half (1 ½ %) percent per month and the maximum rate permitted by applicable law. Notwithstanding the thirty (30)-day due date above,

Seller reserves the right to require Purchaser, prior to shipment or the Services' performance, to pay the purchase price in full or make other adequate assurances of payment satisfactory to Seller when, in Seller's sole opinion, Purchaser's financial condition or other grounds warrant such action. Purchaser hereby agrees to pay all of Seller's costs of collecting any amounts not paid when due, including without limitation reasonable attorney fees.

7. **SHIPMENT/DELIVERY:** All deliveries shall be FOB Seller's facility, Farmington Hills, Michigan. Methods and routes of shipment, unless Seller specifies in writing otherwise, shall be accepted as chosen by Seller in Seller's sole discretion. Purchaser shall pay all costs of shipment. Delivery to the carrier shall constitute delivery and passage of title to Purchaser, and risk of loss shall pass to Purchaser concurrently with passage of title. Seller will use reasonable diligence to meet scheduled shipment dates and times. Such dates and times are the best possible estimates, and not guarantees, of when the Goods will actually be shipped. In no event shall Seller be liable for any losses or damages of any kind due to delays in shipment, nor may Purchaser cancel its contract because of any such delay.

8. **CANCELLATION:** Subject to Section 11, cancellations of orders, once placed, are not permitted.

9. **RETURN OF GOODS:** The Goods are not returnable or exchangeable.

10. VISUAL DISPLAY MATERIALS/DEPOSIT

FORFEITURE: With regard to any Good comprising visual displays or containing visual display materials ("VDM"), Purchaser hereby agrees that if Purchaser does not pay for VDM in full and accept delivery within 30 days of the date Purchaser is notified that VDM is complete and ready for shipment, without further notice Purchaser will be charged and be liable to pay Seller a storage and handling fee of 20% of the VDM invoice price for each month full payment is not received and delivery accepted. Purchaser authorizes Seller to collect this fee from Purchaser's deposit, if any. When all Purchaser VDM deposits and other payments have been fully applied against applicable storage/handling fees, Purchaser will be deemed to have abandoned the VDM, the order will be deemed cancelled, and the VDM will be disassembled and returned to inventory or otherwise disposed of by Seller, without any obligation to Purchaser and Purchaser will be deemed to have waived any claim or right to the VDM and any proceeds from its disposition by Seller. Any payment by Purchaser prior to abandonment to obtain delivery of VDM will include full payment of all accumulated storage/handling fees.

11. **FORCE MAJEURE:** Seller shall not be liable for any delay in shipment, failure to deliver, or any other non-performance of the Agreement directly or indirectly resulting from or contributed to by any cause or circumstance beyond Seller's control, including, without limitation, force majeure, accident to Seller's plant or equipment, terrorism, cyber insecurity, riots, wars or national emergencies, labor disputes of every kind however caused, embargoes, non-delivery by suppliers, inability to obtain supplies through normal sources of supplies, delays of carriers or postal authorities, governmental restrictions, prohibitions, or diversions. In such event, Seller's time for performance under this Agreement shall be extended for a period of time not less than the period of

Electro-Matic Ventures, Inc.

Terms and Conditions of Sale

such delay, or at Seller's option, Seller may rescind this Agreement upon ten (10) days' written notice to Purchaser. Furthermore, Seller may allocate its production and deliveries among its customers.

12. UNAVAILABILITY OF PARTS/MATERIALS: Seller shall not be liable for any loss or damage caused by the unavailability of parts or materials. Seller may allocate scarce parts and materials among its customers in any manner which Seller determines, in its sole discretion, to be fair and reasonable.

13. WARRANTY AND WARRANTY LIMITATIONS: Except as otherwise provided herein, Seller warrants that the Seller Goods are free from defects in material and workmanship under normal use for ninety (90) days after the date of shipment. If Purchaser notifies Seller within such ninety (90)-day period of any claimed defect in the Seller Goods, and after appropriate tests and inspection by Seller, such Seller Goods are found not to be in conformity with this warranty, Seller shall at its sole option and expense, and as Purchaser's sole remedy, either repair or replace the defective Seller Goods. Purchaser shall not return the Seller Goods to Seller, however, without Seller's prior written authorization. Any repairs made by Purchaser or any other person or entity without Seller's prior written authorization will render this warranty void. Seller makes no warranty:

(1) concerning the compliance of the Seller Goods with any local, state, or federal laws or regulations, including without limitation electrical, building, or other codes or requirements. Purchaser agrees to accept full responsibility for complying with such laws, regulations, codes, and requirements.

(2) against any defect or damage incurred in transit.

(3) concerning (and does not assume in this or any other document) any obligation or liability in connection with patent or copyright infringement suits brought against Purchaser with respect to the Seller Goods, which were designed by Purchaser.

(4) as to the durability and quality of, or other matter relating to, any materials used in the Seller Goods.

Other than as set forth in this Section, Seller makes no warranty, express or implied, with regard to the Seller Goods.

SELLER'S WARRANTY HEREUNDER IS LIMITED TO REPAIRING OR REPLACING (AT SELLER'S SOLE OPTION) ANY SELLER GOODS THAT ARE PROVED TO BE DEFECTIVE. SELLER SHALL IN NO EVENT HAVE ANY LIABILITY FOR ANY OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION PAYING PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SELLER'S WARRANTY FOR THE SELLER GOODS IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH REGARD TO THE MANUFACTURED GOODS. Seller does, however, assign and transfer to Purchaser any and all warranties of the manufacturer with regard to the Manufactured Goods.

PURCHASER ACCEPTS THE MANUFACTURED GOODS FROM SELLER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE MANUFACTURED GOODS (OR ANY PORTION THEREOF), ITS PERFORMANCE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR OTHERS FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF THE MANUFACTURED GOODS.

Seller has no liability to End User or any other person other than Purchaser with respect to this Agreement.

14. SOFTWARE: Seller makes no warranty, express or implied, with regard to software required for Manufacturer Goods. If software is a component of the Manufacturer Goods Purchaser is buying under this Agreement, Seller does, however, assign and transfer to Purchaser any and all warranties and licenses of the manufacturer with regard to the software required for such Manufacturer Goods. Seller acknowledges that the manufacturer may require Purchaser to sign a separate license agreement with regard to the software associated with the Manufacturer Goods.

With regard to any Seller Goods requiring or containing software Seller grants to Purchaser a non-transferable, non-exclusive license to use the software for the life of the Seller Goods, subject to the terms and conditions of this Agreement. All such software shall be used by Purchaser at Purchaser's place of business to which the Seller Goods are delivered and only on the applicable Seller Goods. Only Purchaser and its authorized agents may use by any other entity or persons. Purchaser shall not modify, enhance, or otherwise change or supplement the software.

PURCHASER ACCEPTS THE SOFTWARE FROM SELLER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE (OR ANY PORTION THEREOF), ITS PERFORMANCE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR OTHERS FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF THE SOFTWARE.

Purchaser shall not alter or remove any copyright, trade secret, trademark, service mark, patent, proprietary and/or other legal notices contained on or in the software.

15. GENERAL PROVISIONS: Any cause of action concerning the transaction reflected by this Agreement (except actions by Seller for nonpayment of amounts due under this Agreement) must be commenced within ninety (90) days after such causes of action accrue. Seller has the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions stated herein constitute the complete and exclusive statement of the terms and conditions of the sale of the Goods and any Services hereunder, and there are no other promises, conditions, understandings, representations, or warranties of any kind. This Agreement may be modified only by a writing signed by both Seller

Electro-Matic Ventures, Inc.

Terms and Conditions of Sale

and Purchaser. Seller's failure to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Purchaser shall not assign its obligations hereunder without Seller's prior written consent.

16. GOVERNING LAW: The rights and obligations of the parties under this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Michigan (without reference to the conflicts of laws principles thereof), including the Michigan Uniform Commercial Code, and the parties consent to the jurisdiction of the Michigan courts over this Agreement and over the parties in any proceeding to enforce this Agreement.

17. EXPORT CONTROL: Seller is committed to compliance with all U.S. Export Administration Regulations, International Traffic in Arms Regulations (ITA) and other laws. Seller will not sell or ship to countries embargoed by the U.S. Treasury Office of Foreign Asset Control (OFAC). Seller will not sell or ship to individuals or organizations, including those identified by the U.S. Treasury as Specially Designated Nationals and Blocked Persons. Seller will not sell or ship products prohibited under Export Administration Regulations or ITA to prohibited individuals or organizations, including those identified by the U.S. Department of Commerce, Bureau of Industry and Security (BIS), such as Cuba, Iran, North Korea, Sudan or Syria. Furthermore, Seller prohibits the re-export, brokering or transshipment of Goods to any individual, organization or country prohibited by the OFAC, BIS or others. The sale, resale or other disposition of Goods, and any related technology or documentation, are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Diversion contrary to U.S. law is prohibited. In addition, commodities may not be exported or re-exported to entities and persons that are ineligible under U.S. law to receive U.S. product, technology or software.

Purchaser agrees to comply with all such laws, regulations and orders. Purchaser shall be responsible, at its own risk and expense, for obtaining any required authorization, such as an import license, foreign exchange permit or any other official governmental authorization, even though any such authorization may, at Purchaser's request, be applied for by Seller. Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Purchaser shall not be relieved of its obligations to pay Seller for orders accepted. Purchaser further acknowledges that it shall not directly or indirectly export any Goods to any country to which such export or transmission is restricted or prohibited. Purchaser acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

18. PURCHASE MONEY SECURITY INTEREST: Until the full purchase price and other charges have been paid, Seller reserves a Purchase Money Security Interest under the Uniform Commercial Code (the "UCC") in the Goods and in all products and proceeds thereof. Purchaser shall execute such documents as Seller may require, including, but not limited to, one or more Financing Statements. Purchaser agrees and hereby appoints Seller as its attorney-in-fact to do, at Seller's option, all acts and things Seller

may deem desirable to perfect and continue to perfect the Purchase Money Security Interest granted hereby, including Seller's authority to file Financing Statements naming Purchaser as debtor and Seller as secured party without Purchaser's signature in those states where such filing are permitted, and to sign Purchaser's name thereto where required. At Seller's option, there shall be no delivery of any of the Goods ordered hereunder until all documents necessary to perfect the Purchase Money Security Interest have been executed to Seller's satisfaction. All costs and expenses of Seller, including attorneys' fees for the preparation and recordation of documents deemed necessary and appropriate to establish and perfect the Purchase Money Security Interest, shall be Purchaser's responsibility and shall be immediately payable by Purchaser upon receipt of Seller's invoice for same. This Purchase Money Security Interest is in addition to and not in lieu of any security interest of Seller under Article 2 of the UCC.

19. INDEMNIFICATION: Purchaser hereby agrees to hold harmless and indemnify Seller and its agents, employees, directors, and officers from any and all expenses, losses, and damages, including legal fees, incurred as a result of claims by third parties against Seller: (a) due to Purchaser's breach of these Standard Terms and Conditions, (b) due to any act or omission of Purchaser or its agents, whether with respect to Goods or otherwise, or (c) resulting from Seller's use of any information (such as drawings, descriptions, models, or pictures) related to the design, manufacture, or distribution of the Goods furnished by Purchaser to Seller (e.g., claims of patent infringement unfair trade practices or competition, or appropriation of proprietary information).

20. INSTALLATION: Except as otherwise agreed, the Goods shall be installed and serviced by and at the expense of Purchaser. Purchaser may request that Seller install or service Goods or oversee their installation or servicing (the "Services"). Seller retains discretion whether to provide Services, and may refuse to do so, in its sole discretion. To the extent that Seller provides Services, and the parties do not enter into a separate agreement with respect to the Services, the terms and conditions of this paragraph 20 will apply and control with respect to such Services, and the terms and conditions of this Agreement that apply to Goods will also apply to such Services to the extent not inconsistent with this paragraph 20.

Purchaser is responsible for ensuring that the site at which Services are performed is safe and in good and orderly condition, and complies with all applicable legal requirements and other standards for the lawful and safe performance of the Services. Purchaser assumes all responsibility for, and Seller has no responsibility with respect to, the site and the safety of those at the site, whether representatives of Seller, Purchaser or third parties.

Purchaser is responsible for the acts and omissions of all individuals involved with any installation or servicing of Goods who are not Seller's employees. Purchaser assumes all responsibility for, and Seller has no responsibility with respect to, the acts and omissions of individuals other than Seller's employees. Seller is responsible only for the acts and omissions of its employees, and is not liable to Purchaser or any other party with respect to the acts and omissions of others, including any contractors involved in providing any Services. Without limiting the generality of the foregoing, Seller is not liable for the consequences of the instructions or other directions, whether to Seller's employees or otherwise, of

Electro-Matic Ventures, Inc.

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individuals other than Seller's employees who are supervising or otherwise involved in the installation or servicing of Goods, including representatives of Purchaser, contractors and union representatives. Seller may without liability rely on the instructions and other directions of others involved in the installation or servicing of Goods.

Purchaser agrees to hold harmless and indemnify Seller and its agents, employees, directors and officers from any and all expenses, losses, and damages, including legal fees, incurred as a result of: (a) the site at which Services are performed failing to comply with the requirements above; or (b) the acts and omissions of any person other than Seller's employees, including representatives of Purchaser, contractors and union representatives involved in the installation or servicing of Goods and their instructions and directions to Seller.

With respect to its Services, Seller warrants only that it will perform the Services that Seller provides under the Agreement professionally and in a workmanlike manner, subject to the instructions and other direction of Purchaser and others involved in the installation or servicing of Goods. Such warranty expires ninety (90) days after the date of Service. If Purchaser notifies Seller within such ninety (90)-day period of any claimed defect in the Services, and after appropriate tests and inspection by Seller, such Services are found not to have been in conformity with this warranty, Seller shall at its sole option and expense, and as Purchaser's sole remedy, arrange for the performance of the Services in a manner conforming to this warranty. Other than as set forth in this paragraph, Seller makes no warranty, express or implied, with regard to its Services.

SELLER'S WARRANTY HEREUNDER IS LIMITED TO PERFORMING THE SERVICES IN CONFORMANCE WITH THIS WARRANTY. SELLER SHALL IN NO EVENT HAVE ANY LIABILITY FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION PAYING PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SELLER'S WARRANTY FOR THE SERVICES IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER WILL NOT BE LIABLE FOR ANY LOST PROFITS, LINE-STOPPAGE CHARGES, OR DAMAGES FOR LOSS OF USE, BUSINESS OR GOODWILL, REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THEIR POSSIBILITY.

21. CONFIDENTIAL INFORMATION: Purchaser shall not disclose any confidential information of Seller, directly or indirectly, nor use such information in any way, without Seller's prior written consent. All files, records, documents, drawings, specifications, and similar items, whether prepared by Seller or otherwise coming into Seller's possession (other than from Purchaser), shall remain Seller's exclusive property, unless otherwise agreed to in writing by Seller.

22. SELLER'S RIGHT TO IDENTIFY PURCHASER AND END USER IN MARKETING MATERIALS: By purchasing, paying for and accepting delivery of the Goods or Services, Purchaser hereby authorizes and grants Seller a prepaid, royalty

free, perpetual license to use and display Purchaser's name and logo for the purpose of identifying Purchaser as a customer of Seller and purchaser and user of the Goods and to display images of the Goods purchased as they are installed and used by Purchaser and/or End User in Seller's marketing materials; **provided, however,** that Seller shall remove or otherwise mask or shield from view any Purchaser or End User created content in any displayed image of the Goods in use.

The signature below represents acceptance of these terms for all sales of product from this date forward.

Company Name

Authorized Company Representative – Sign and Date



Company Accounts

Benefits

- Manage multiple web store accounts under your company
- Access to special product and contract pricing
- Access full web and non-web order history with Electro-Matic
- Place purchase orders

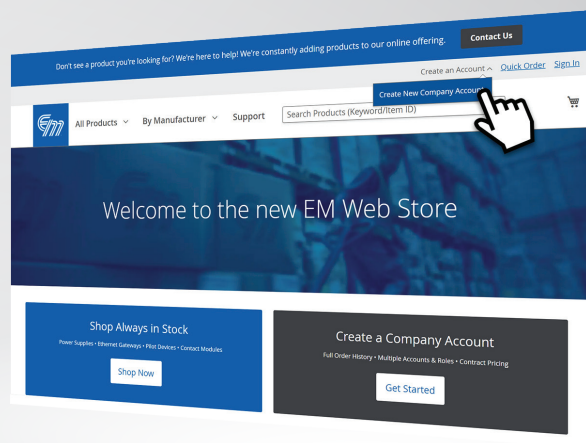


1 Establish a Company Administrator

This individual will manage all accounts registered for your company. This includes creating/deleting web store user accounts within your company and granting or restricting purchasing rights on individual accounts.

2 Register a Company Account

Scan the QR code above or visit shop.electro-matic.com to complete the 'Create a Company Account' form. If visiting from your browser (shown right), click on the 'Create an Account' link in the right side of the header and select 'Create a New Company Account' from the options.



3 Receive Account Approval

After your company account request is submitted you will be emailed a confirmation that your request was received. A second email will be sent once your company account request and company administrator has been validated by Electro-Matic.

4 Create Company Structure

Your admin account has full purchasing and account creation rights after approval. To create additional web store user accounts within your company:

- Go to 'My Account' in the header and select 'Company Users'
- Use the 'Add New User' and complete the form
- New user will be invited to accept invitation via email

This guide is also available online at:
em.support/webstorereg