

## NEW EAGLE, LLC

### **GENERAL TERMS AND CONDITIONS OF SALE**

#### **1. General Application, Formation, Modification.**

(a) General Application. These General Terms and Conditions of Sale (“General Terms”), together with the (i) terms of any other document referred to in these General Terms or to which these General Terms are attached or are incorporated into, (ii) terms of any document provided, signed, or issued by New Eagle, LLC (“Seller”) which reference the applicable transaction, and (iii) subject to the provisions of these General Terms, the quantity and delivery location terms contained in Buyer’s purchase order (collectively, the “Agreement”) apply to all (x) proposals and quotations submitted by Seller, (y) purchase orders submitted by Buyer, and (z) goods and services sold by Seller (collectively “Goods”). All references to “Seller” include any affiliate of Seller that receives a purchase order referencing or otherwise subject to these General Terms.

(b) Formation. A written quotation issued by Seller is an offer to sell. Buyer accepts the offer and forms a contract under these General Terms upon the first to occur of Buyer: (i) signing and returning to Seller a copy of any quotation or written acknowledgment of a quotation within the time provided therein; (ii) placing a purchase order or giving instructions to Seller with respect to the Goods (including instructions to build and hold); (iii) accepting delivery of all or any part of the Goods; (vi) paying for all or any part of the Goods; or (iv) indicating in some other manner Buyer’s acceptance of these General Terms. Buyer’s acceptance is expressly limited to the terms of the Agreement and the Agreement exclusively governs the sale of Goods by Seller. This Agreement expressly supersedes and excludes any terms and conditions set forth in any purchase order placed by Buyer or any other document issued or deemed to be issued by Buyer to Seller (including, without limitation, Buyer’s general terms and conditions of purchase), each of which are expressly rejected. Any additional or different terms proposed by Buyer, whether in Buyer’s purchase order or otherwise, or any attempt by Buyer to vary the terms of the Agreement in any way, are expressly rejected by Seller, are not part of the Agreement and do not apply to the sale of Goods, and are not binding on Seller without the express prior written acceptance of such terms by Seller’s authorized representative.

(c) Modification. This Agreement may not be modified, altered or amended except in a written instrument signed by a duly authorized representative of Seller. Any agreed upon change will (i) be subject to an equitable adjustment in the quoted or purchase price of the Goods, the time for performance, or both and (ii) not affect Buyer’s liabilities to Seller accrued prior thereto. Seller may correct unilaterally mathematical and typographical errors in the Agreement.

#### **2. Resale and Directed Source Supplies.**

(a) Resale. Unless Buyer is an authorized distributor of Seller, Buyer may not resell the Goods and Buyer may only incorporate the Goods into Buyer’s value-added product. If Buyer is an authorized distributor, Buyer may only sell the Goods under Seller’s brand name. Buyer shall not remove any markings on Goods as received from Seller.

(b) Directed Source Supplies. Buyer may direct Seller to obtain components or services from third parties (“Directed Source Supplies”) for use in the Goods. Seller hereby disclaims and is not responsible to Buyer or any third party for any warranty or other claims arising from or related to Directed Source Supplies. Buyer hereby waives any and all claims against Seller arising out of or related to Directed Source Supplies.

**3. Quantity.** If the Agreement does not require Seller to supply a specified quantity of Goods or a purchase order is designated as “blanket” or does not contain a specific quantity, the Agreement is not a requirements contract and Seller is only obligated to supply Buyer Goods in an amount not less than 1 unit.

#### **4. Prices and Payment.**

(a) Prices. Unless provided otherwise in the Agreement, all prices are in U.S. dollars. Prices contained in Seller's published price lists, if any, are subject to change without notice. Unless otherwise set forth in the quotation, prices contained in quotations are firm for only 30 days from the date of the quotation unless modified in writing by Seller prior to Buyer's acceptance. Prices are for the Goods only and do not include transportation costs, taxes, duties, or any similar fiscal contribution related to the Goods (including all government fees levied on the installation and inspection of the Goods), all of which shall be the sole responsibility of Buyer and payable by Buyer in addition to Seller's price.

(b) Changes to Goods and Schedule at Buyer's Request. If Buyer requests changes to the Goods after the date of quotation, Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, or manufacturing of the Goods and adjust the delivery schedule or any other performance by Seller. Seller is not obligated to perform any such changes requested by Buyer, but Buyer must compensate Seller for such change if Seller complies with such requested changes. In addition, if there is a delay in delivery caused by Buyer (including as a result of a requested change), Seller may adjust the price and may charge Buyer for storage of Goods prior to final delivery, plus all expenditures incurred for space, insurance, and handling.

(c) Payment Acceleration; Solvency. All amounts owed by Buyer to Seller shall be accelerated and payable immediately if Buyer fails to make any payment, if Buyer sells or transfers the line of business for which the Goods are purchased, or if Buyer is a participant in a merger or other reorganization. Upon acceptance of the Agreement and each delivery of the Goods, Buyer represents that it is solvent and able to pay the price for the Goods and that all financial and business information given to Seller is true, complete and accurate in all respects.

(d) Payment Terms. Buyer shall pay for the Goods without setoff, recoupment, or deduction of any kind in U.S. dollars by, in Seller's option, cash in advance, cash on delivery or, if approved in writing in advance by Seller, Net 20 days after delivery. All deposits are refundable unless the Agreement is properly terminated for Seller's breach. All amounts not paid to Seller when due shall incur a carrying charge of 1.0% per month above the then-current LIBOR one month rate or at the highest interest rate allowed by law. Buyer agrees to indemnify and hold harmless Seller from any and all legal fees and costs that may be required to collect any overdue balances. Seller may allocate payments from Buyer among outstanding invoices in Seller's sole discretion.

(e) Installments. Seller may elect to deliver the Goods in installments. Each installment of Goods to be delivered constitutes a separate sale. Invoices may be rendered separately for each shipment (including any early shipment) and Buyer shall timely pay the price for each installment. Any Goods indicated as back-ordered shall be considered an installment delivery. A failure to pay for an installment when due is a material anticipatory breach of other installments by Buyer unless the failure to timely pay is the result of a bona-fide good faith dispute and the Buyer deposits the disputed amount into an escrow account with an independent third party.

(f) Right of Offset. Seller may offset or recoup any amounts owed by Seller or an affiliate of Seller to Buyer or an affiliate of Buyer against any amounts owed by Buyer or an affiliate of Buyer to Seller or an affiliate of Seller. Buyer waives any right of offset or recoupment and shall pay all amounts owed to Seller when due regardless of any claim of Buyer.

(g) Software Disablement for Accounts Exceeding 20 Days. Seller may include or add a disabling function within the software programming of the Goods that may be activated if any outstanding amounts have not been paid to Seller within 20 days of the due date.

## **5. Delivery**

(a) Shipping Dates and Method of Shipment. Shipping dates are estimates only and may be revised by Seller upon receipt of Buyer's purchase order and/or delivery releases. All shipping dates are subject

to all condition precedents specified in the Agreement and receipt by Seller of all other information convenient or necessary for Seller to provide the Goods or to grant any credit terms. Unless otherwise agreed in writing by Seller, Seller will deliver the Goods EX WORKS (Incoterms 2010) to Buyer's carrier at Seller's facility. Risk of loss to the Goods will pass to Buyer when the Goods are placed in the possession of Buyer's carrier.

(b) Security Interest. Buyer hereby grants a purchase money security interest to Seller in all Goods and documents related thereto and proceeds and products therefrom to secure all obligations of Buyer to Seller. Seller may file a financing statement to perfect and confirm the foregoing security interest. In case of a default by Buyer, Buyer hereby irrevocably appoints Seller as its agent to obtain possession of the Goods and documents related thereto. Title to the Goods shall not transfer to Buyer until Seller has been paid in full. Buyer shall not sell, transfer, or encumber any Goods until payment has been made in full. Buyer shall immediately advise Seller in writing of any damage to, change in location of, or seizure of, any of the Goods the price of which has not been paid to Seller.

(c) Delayed Shipment. If shipment of any Goods or other performance by Seller is delayed at the request of or due to the fault of Buyer, Seller may at its option hold the Goods at the place of shipment or elsewhere at Buyer's risk and expense; provided, however, Seller is under no obligation to hold the Goods and Buyer must accept the shipment in accordance with the terms of the Agreement if Seller elects. In the event of any such delay in shipment, full and final payment for Goods shall be due and payable 20 days after the Goods are ready for shipment.

6. Supply Allocation. Seller will not be required to sell a greater quantity of Goods than it has available or has allocated for the Agreement. If Seller is unable to supply Buyer's total demands for the Goods, Buyer agrees that Seller may allocate its available supply among itself, Buyer, and other customers in any manner Seller, in its sole discretion, deems fair and equitable to all parties. SELLER IS NEITHER OBLIGATED UNDER ANY CIRCUMSTANCES TO PURCHASE GOODS FROM OTHERS TO MEET BUYER'S DEMANDS, NOR IS IT LIABLE FOR ANY DAMAGES OR CLAIMS ARISING THEREFROM.

7. Software License. All user manuals, software programs, firmware and storage media ("Software") that is provided by Seller in conjunction with the Goods is for the sole purpose of the operation of the Goods and shall be subject to any End User License Agreement ("EULA") (See Appendix A) accompanying such Software and Goods. Notwithstanding anything in such EULA, any license granted thereunder shall terminate automatically if Buyer fails to pay any amount within 20 days of its due date or is otherwise in default of its obligations under the Agreement. **ALL DISCLAIMERS AND LIMITATIONS APPLICABLE TO THE GOODS APPLY TO THE LICENSE AND SOFTWARE.**

8. Warranty.

(a) General. **BUYER AGREES THAT THE GOODS AND ALL TECHNICAL SUPPORT ARE BEING PROVIDED TO BUYER ON AN "AS IS WHERE IS" BASIS AND SELLER HAS NOT MADE ANY, AND MAKES NO, REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE GOODS, WHETHER EXPRESSED, STATUTORY OR IMPLIED BY STATUTE, USAGE, CUSTOM OR TRADE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.** Seller is not under any duty to inspect the Goods. All design, application engineering, parts, labor, service, software and training, if any, provided by Seller or its agents are subject to all limitations and disclaimers set forth in the General Terms. No third party, including any agent or representative of Seller, is authorized to make any affirmation, waiver, representation or warranty concerning the Goods other than to refer Buyer to the provisions of these General Terms. Notwithstanding anything to the contrary in this Agreement, Buyer is solely responsible for (i) the selection of Goods and (ii) Buyer's ability to achieve the results it intends with the use of the Goods. Buyer is solely responsible for ensuring that all computer equipment and software included with or used with the Goods has adequate protection against viruses or other malicious software.

(b) Assignment of Third Party Warranties. Notwithstanding Section 8(a), upon Buyer's request to Seller, and at Seller's election as determined in its sole discretion, Seller may assign to Buyer, to the extent assignable, all warranties provided to Seller from third parties related to the Goods. Upon such assignment, Buyer will accept such third party warranties on an "as is where is" basis and Seller makes no representations or warranties with respect to such warranties including, without limitation, the effectiveness of such warranties.

**9. Responsibility for Safety.** Buyer agrees it is Buyer's obligation to (i) install and use the Goods in a safe and lawful manner and in compliance with the instructions provided by Seller, general industry standards of reasonable care, and all applicable health, safety, and environmental regulations and laws and (ii) provide all proper dies, devices, tools, training, and means that may be necessary to effectively protect all personnel from serious bodily injury which otherwise may result from the method of particular installation, use, operation, setup, or service of the Goods. If Seller provides installation or assistance in installation it is without any warranty whatsoever.

**10. Indemnification.** Buyer shall indemnify, hold harmless, and at Seller's request defend, Seller from any and all claims, damages and expenses (including reasonable attorney fees) whether or not arising from contract, tort (including negligence), product liability, statute or otherwise arising out of or otherwise relating to (i) breach of the Agreement by Buyer, (ii) failure of Buyer to use the Goods in a safe and/or lawful manner, or (iii) the use, storage, sale, processing or other disposition of the Goods, supplies or materials used in connection with the Goods, or parts, components and systems manufactured with the Goods; provided, however, Buyer will only be responsible under this Section 10(iii) if the action or inaction of Buyer or its employees, customers or agents, or Buyer's or customer's design specifications, were a cause of injuries or damages giving rise to claims against Seller.

**11. Proprietary Information.**

(a) Patentable Features. Any design, invention or other information developed by Seller in the performance of the Agreement shall remain the property of Seller, whether or not Seller charges for design, research, development, testing, or similar services. Any patentable features developed by Seller in the performance of the Agreement, alone or in cooperation with Buyer, shall be the property of Seller and Seller is under no obligation to refrain from using any information, manufacturing processes or unpatented disclosures disclosed by Buyer in the performance of the Agreement unless such information is confidential or trade secret information of Buyer.

(b) Trade Secrets. Goods and related Software contain valuable trade secrets of Seller, and Buyer shall not translate, reverse engineer, de-compile or disassemble or make any other unauthorized use of such Seller Software and Goods. In addition to any other remedies it may have, Seller shall be entitled to equitable relief to protect such trade secrets including, without limitation, temporary and permanent injunctive relief without providing further proof of irreparable harm by Seller.

**12. Government Laws, Rules, and Regulations.** Buyer shall not engage in any transaction with respect to the Goods that violates any law, rule, regulation, or order. Buyer warrants that by performing the Agreement Seller is not and shall not become a government subcontractor to Buyer and shall not be required to comply with the government acquisition regulations of any governmental body. If Buyer elects to sell Goods to the U.S. government or any state, local or non-U.S. government entity, or to a prime contractor or other subcontractor selling to such purchasers, Buyer does so solely at its own option and risk.

**13. Exclusive Remedy; Limitation of Liability. BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER, AND SELLER'S SOLE OBLIGATION TO BUYER FOR ANY AND ALL CLAIMS ARISING OUT OF OR OTHERWISE RELATED TO THE AGREEMENT SHALL BE LIMITED TO SELLER, AT SELLER'S SOLE OPTION, REPLACING OR REPAIRING THE GOODS OR REFUNDING THE PURCHASE PRICE FOR THE GOODS. IN NO EVENT SHALL SELLER'S**

**LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY CLAIM UNDER THE AGREEMENT EXCEED THE PURCHASE PRICE RECEIVED BY SELLER FOR FOR THE SPECIFIC GOODS AT ISSUE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL SELLER BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT THE AGREEMENT OR OTHERWISE RELATING TO THE USE OR INABILITY TO USE THE GOODS, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES OR ANY OTHER RELATED COSTS OR EXPENSES, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE BY SELLER OR SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE LIMITATIONS, WAIVERS, AND DISCLAIMERS STATED IN THESE GENERAL TERMS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE BUYER AND SELLER AND APPLY REGARDLESS OF WHETHER ANY REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE OR WHETHER EITHER PARTY IS AT FAULT.**

**14. Termination for Cause.** Upon the occurrence of any one or more of the following events (or a comparable event), Seller has the right (but not the obligation) to terminate all or any portion of the Agreement or any purchase order for cause by providing written notice to Buyer specifying the applicable date of termination: (i) Buyer materially breaches the Agreement, and such breach is incapable of cure without risk of future losses or damages to Seller, or with respect to a material breach capable of such cure (other than payment), Buyer does not cure such breach within 7 days (or such longer period as Seller may designate) after receipt of written notice of such breach; (ii) Buyer fails to make any payment due to Seller under the Agreement on or before the due date; (iii) Buyer (a) becomes insolvent or is unable to pay its debts as they become due; (b) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) a general assignment for the benefit of creditors; or (d) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (iv) a direct or indirect change in control of Buyer occurs without Seller's prior written consent. Any termination under this Section 14 will be effective on the date of Seller's written notice of termination or such later date as set forth in the notice. Any termination by Seller pursuant to this Section 14 will not give rise to any liability of Seller nor constitute a waiver of any of Seller's rights or remedies under the Agreement or otherwise provided by law.

**15. Cancellation.** If agreed in writing by Seller in advance, Buyer may cancel its purchase order by (a) immediate payment to Seller of any cost incurred by Seller through and including the proposed effective date of termination and (b) liquidated damages equal to 25% of the sale price of the Goods. Seller may retain without cost all materials and partially-completed Goods on canceled purchase orders. The parties agree that this liquidated damages provision is a reasonable estimate of Seller's damages upon cancellation of an order.

**16. Force Majeure.** With the exception of payment obligations, neither party shall be responsible for any delay or any failure of or defect in any performance of an obligation under the Agreement, due in whole or in part, to: (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order; (ii) shortages of raw materials or labor; (iii) the lack of usual means of transportation, fires, floods, explosions, strikes or other work actions, or any other accidents, contingencies, or events, at Seller's or its supplier's plant or elsewhere; or (iv) failure of Seller's suppliers to perform. In addition, Seller shall not be liable for failure to perform its obligations arising out of delays by Buyer in inspecting and accepting Goods, in furnishing requested specifications, materials, tooling or information or in making payments. If deliveries are delayed by reason of one or more of such events for a period of 30 days, Seller may, at its option, terminate the Agreement as to the undelivered Goods or waive such delay and establish a new delivery schedule.

**17. Miscellaneous.**

(a) Limitations of Actions; Remedies. All proceedings by Buyer arising from or in

connection with the Agreement must be commenced within 1 year after the cause of action has accrued. Seller reserves and does not waive any claims, rights and remedies that it may have under the Agreement, any other agreements between Buyer and Seller, and applicable law, including the right to recover from Buyer any and all damages, costs or expenses (including attorneys' or other professionals' fees and labor, material and apportionable overhead costs and expenses) incurred by Seller on account of Buyer's breach of the Agreement (including any cancellation by Buyer of the Agreement or any purchase order placed by Buyer pursuant to the Agreement unless otherwise agreed in writing by Seller). Without limiting the foregoing, if Buyer defaults, threatens to default, or there is a reasonable likelihood that Buyer will default under this Agreement, Seller has the right to cease performance of its obligations, recover delivered Goods or Goods in transit, or disable delivered Goods. In addition, if there is a good faith reason to doubt Buyer's ability to make payment under this Agreement, Seller may require Buyer post security for any or all amounts to be paid by Buyer no later than 7 days following Seller's written demand. If demand is made and such security is not timely posted, Buyer will be deemed in default under this Agreement and Seller may, in addition to any other rights and remedies it has, cease performance of its obligations under this Agreement. The rights and remedies provided to Seller under the Agreement are cumulative and in addition to any other remedies available to Seller under applicable law.

(b) Waiver; Severability. The failure of Seller to require performance by Buyer of any provision of this Agreement will in no way affect Seller's right to require such performance at any time thereafter, nor will the waiver of Seller of any breach or default by Buyer hereunder constitute a waiver of any succeeding breach of the same provision or any other term, condition, breach or default, whether of the same or a similar type or not. To be effective, any waiver by Seller of any provision of this Agreement must be in writing signed by Seller. If any clause in the Agreement is determined by a court of competent jurisdiction to be invalid, the invalidity of such clause shall not affect the validity of the remainder of the Agreement.

(c) Survival. Sections 4, 5(b), 7-11, 13, and 17 of this Agreement (together with any other section which according to its terms should continue in effect) and any right or remedy of Seller under this Agreement or applicable law shall survive and remain in effect after the termination or cancellation of this Agreement.

(d) No Third Party Beneficiaries. The Agreement is solely for the benefit of Seller and Buyer, except all disclaimers and limitations applicable to Seller shall be also for the benefit of Seller's affiliates, agents, employees, contractors, and other suppliers.

(e) Assignment. Neither the Agreement nor any right or interest in the Agreement may be assigned by Buyer without the prior written consent of the Seller. Any purported assignment in violation of this Section shall be void and ineffective for all purposes.

(f) Choice of Law and Jurisdiction. The Agreement shall be governed, construed and enforced under the laws of the State of Michigan without regard to any conflict of law provisions. The U.N. Convention on the International Sales of Goods does not apply to the Agreement. The courts of Michigan located in Washtenaw County shall have sole and exclusive jurisdiction over the parties and the claims arising under the Agreement. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and Buyer agrees not to bring any action, litigation, or proceeding in any other court.

(g) Entire Agreement. The Agreement, including any attachments, exhibits or supplements attached hereto, and other matter incorporated herein by specific reference, constitutes the entire agreement between Seller and Buyer with respect to the subject matter of the Agreement and supersedes all prior or contemporaneous oral or written discussions, understandings, representations and agreements.

## APPENDIX A

### END USER LICENSE AGREEMENT (EULA) NEW EAGLE TOOL BOX & SOFTWARE CONDITIONS OF SALE

1. **CONDITIONS OF SALE.** The following are the conditions of sale for all Tool Boxes – Licensed Software (the “Products”) sold or provided to Buyer by New Eagle, LLC (“New Eagle”).
2. **PRICES, INVOICES, AND PAYMENT.** Prices quoted are for the Products only and New Eagle reserves the right to change quoted prices. Invoices shall be due and payable twenty (20) days from the date of the invoice, without regard to other deliveries.
3. **WARRANTY. THE PRODUCTS ARE SOLD AS IS, WHERE IS, WITH ALL DEFECTS, WHETHER KNOWN OR UNKNOWN, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE APPLICABLE LAW, WHICH ARE DISCLAIMED AND EXCLUDED INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY.** The sale of our tools (packaged software) and tool boxes (Application Source) is AS IS. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. The parties expressly agree that the above limitation on damages is an allocation of risk constituting in part the consideration for this agreement.
5. **LICENSES.** Except as specifically provide herein, this agreement does not convey any license or rights to Buyer of or in any intellectual property of New Eagle. New Eagle grants Buyer a non-exclusive limited license to use the Products under the following terms: (i) Buyer may use the Products for its internal controls development performed by Buyer at its facilities; (ii) Buyer may not transfer or sell the Products to any other entity or individual; (iii) Buyer may not post or publish the Products to any public forum, computer system, or network; (iv) Buyer may not sell or transfer the Products to a third party or Buyer’s customers, provided, however, Buyer may sell or transfer the embedded code generated from the Products; (v) New Eagle or New Eagle’s licensor retains ownership of the Products and applicable copyrights, patents and trade secrets; and (vi) Buyer shall not remove any copyright notice or proprietary legend from the Products.
6. **GENERAL.** Buyer agrees that these New Eagle Tool Box Conditions of Sale are the exclusive statement of the terms and conditions of the agreement between the parties and that they supersede all proposals and other communications between the parties, oral or written, relating to the subject matter hereof, and that no modifications hereto shall be effective unless they are agreed upon in writing by both parties. This agreement shall be governed and interpreted in accordance with the laws of the State of Michigan, without reference to principles of choice and conflicts of laws.