

Big Dutchman, Inc. Standard Terms of Sale and Limited Warranty

All sales by BIG DUTCHMAN, INC. (“**Big Dutchman**”) are made on the following terms and conditions (these “**Terms of Sale**”). In these Terms of Sale, any equipment, parts, components, software, products, building materials, building systems, buildings, goods or other deliverables sold by Big Dutchman to the customer or purchaser named in Big Dutchman’s quotation, proposal or order confirmation (“**Customer**”) are referred to individually and collectively as “**Equipment**”, and any services sold by Big Dutchman to Customer are called “**Services**”.

These Terms of Sale comprise part of the overall Agreement between Big Dutchman and Customer (as the term “**Agreement**” is defined in Paragraph 20 below).

1. **Agreement.** If Customer has not otherwise agreed to these Terms of Sale, then Big Dutchman’s delivery of Equipment or providing of Services shall constitute Customer’s agreement to these Terms of Sale. Big Dutchman objects to and will not agree to any terms that are additional to or different from these Terms of Sale.
2. **Payment Terms.** Unless otherwise agreed or specified by Big Dutchman, payment terms to Big Dutchman are as follows: (a) Customer shall provide a deposit in the amount specified by Big Dutchman; and (b) payment in full of the price for the Equipment and Services shall be due 30 days from invoice date. If at any time Big Dutchman determines in good faith that Customer’s financial condition does not justify extending credit, or if Customer at any time fails to pay an invoice on a timely basis or otherwise defaults on any indebtedness or obligation to Big Dutchman, then Big Dutchman may require (x) immediate payment of all existing amounts owing to Big Dutchman; and (y) immediate payment in advance for all future shipments of Equipment and all future Services. Any invoice or other obligation that is not paid when due shall accrue a finance charge of 1.0% per month or the maximum amount permitted by law, whichever is less. Customer may not offset or recoup any claim against amounts due Big Dutchman. Unless otherwise specified by Big Dutchman, all payments shall be made in U.S. Dollars. Big Dutchman shall be entitled to recover from Customer all of Big Dutchman’s actual attorney fees and other costs and expenses incurred (i) in collecting any amounts owed by Customer to Big Dutchman; (ii) in enforcing Big Dutchman’s rights under these Terms of Sale or the Agreement; and/or (iii) defending any claim by Customer against Big Dutchman if Big Dutchman prevails in whole or in part.
3. **Delivery, Risk of Loss and Transfer of Title.** Unless Big Dutchman has agreed otherwise in writing, the Equipment shall be delivered (a) Ex Works (EXW Incoterms) Big Dutchman’s facility; or (b) Ex Works (EXW Incoterms) the point of origin of the Equipment if the Equipment is shipped directly to Customer from a third party. Title to and risk of loss of each item of Equipment shall pass to Customer upon tender of delivery of such item to Customer as provided above. Shipping, delivery and performance dates are estimates only, and time is not of the essence for Big Dutchman’s obligations. Big Dutchman may deliver all the Equipment at one time or in installments from time to time.
4. **Taxes; Tariffs.** Unless Big Dutchman has otherwise agreed in writing, Big Dutchman’s price does not include (a) any sales, value-added, excise, use or other taxes; or (b) any tariffs, customs or duties. Customer shall be liable for all amounts referenced in the preceding sentence.

5. **Unavoidable Delay (Force Majeure).** If Big Dutchman is not able to deliver the Equipment to Customer, or to perform the Services, on a timely basis because of anything Big Dutchman cannot reasonably control (such as acts of God, weather conditions, casualty, labor trouble, accidents, unavailability of supplies or transportation, pandemic, epidemic, actions of Customer or those under its control), then the estimated delivery or performance time shall be extended in the amount to be determined by Big Dutchman in good faith. Big Dutchman shall not be liable to Customer or any third party for any damages caused by the delay.
6. **Changes.** Big Dutchman shall have the right to make design or engineering changes in the Equipment, processes and methods of manufacture, but Big Dutchman will not, without Customer's prior approval, make any changes in operational or dimensional specifications that Customer submits. Big Dutchman is not required to accept any changes from Customer. If Big Dutchman does accept changes from Customer, however, Big Dutchman shall be entitled to additional compensation in the amount specified in good faith by Big Dutchman, which amount shall not be less than Big Dutchman's additional costs plus profit margin. The preceding sentence shall apply regardless of whether Customer issues a change order or not. In the event that Customer or any of those under its control causes a delay or other increased costs to Big Dutchman, then Big Dutchman shall be entitled to additional compensation in the amount specified in good faith by Big Dutchman, which amount shall not be less than Big Dutchman's additional costs plus profit margin. Typographical, clerical or calculation errors in quotations or proposals are subject to correction.
7. **Limited Warranty.** Big Dutchman's sole and exclusive warranty for the Equipment and the Services is set forth in the Limited Warranty at the end of these Terms of Sale (the "**Limited Warranty**"). The terms of the Limited Warranty are incorporated by reference into these Terms of Sale.
8. **Solvency, Security Interest and Mechanic's Lien.**
 - a. Customer represents and warrants that Customer is and will be solvent. Such representation is deemed made at each time that Customer orders Equipment or Services and at each time that Equipment or Services are delivered or provided.
 - b. In order to secure payment of all amounts which or may become due in the future from Customer to Big Dutchman, Customer hereby grants to Big Dutchman (i) a continuing purchase money security interest in the Equipment now or hereafter purchased by Customer from Big Dutchman, together with all proceeds of the foregoing; and (ii) a continuing security interest in all of Customer's equipment, fixtures, inventory, accounts, contract rights, chattel paper, instruments, investment property, general intangibles, letters of credit, and deposit accounts, now or hereafter acquired, together with all proceeds of the foregoing.
 - c. Customer agrees that Big Dutchman may file and record a mechanic's lien and/or construction lien against the real property on which any of the Equipment is located or on which the Services are performed.
 - d. Customer agrees to execute any necessary instruments to perfect Big Dutchman's security interest in and lien on the Equipment. Customer acknowledges that it is the intent

of the parties that Big Dutchman is being granted a security interest in all of Customer's existing and future assets, and therefore Customer authorizes Big Dutchman to file a UCC financing statement describing the collateral as "all assets" or similar language. Big Dutchman shall be entitled to all rights and remedies of a secured party under applicable law.

9. **Permits, Compliance and Licensing.** Big Dutchman is not responsible for obtaining any permit, inspection or license that is required for installation or operation of the Equipment. To the extent required by applicable law (including regulations, ordinances and orders), it shall be solely Customer's sole responsibility (a) to have all drawings that have been prepared by Big Dutchman signed and/or sealed by a licensed professional engineer or architect where the Equipment is to be installed, and (b) to have the Equipment installed by a licensed contractor. Customer acknowledges and agrees that Big Dutchman's Services are rendered as a manufacturer of goods and, although Big Dutchman may provide drawings, plans, specifications or information to Customer in connection with the design, engineering, and/or installation of the Equipment, Big Dutchman does so solely in a consultant capacity knowledgeable about the manufacturer of the Equipment, notwithstanding that some Big Dutchman employees may be licensed in certain jurisdictions. Further, to the extent required by applicable law, Customer or Customer's licensed engineer, architect or contractor shall be responsible for obtaining all permits, authorizations or approvals necessary to install the Equipment. Customer shall defend, indemnify and hold harmless Big Dutchman from any claims, actions, liabilities or losses arising from any design, engineering or construction defects or as a result of Customer's failure to engage licensed parties under applicable law that may arise in connection with the installation of the Equipment.
10. **Safety Features.** Customer shall install and operate the Equipment properly and according to Big Dutchman's instructions and shall not remove or change any safety device, warning, or operating instructions that Big Dutchman placed on the Equipment. Any such actions void Big Dutchman's Limited Warranty. Customer agrees to defend and indemnify Big Dutchman from any and all claims, liabilities and damages (including reasonable attorney fees) arising out of or related to any breach of the foregoing or any modifications or changes made by Customer to the Equipment.
11. **Quantities; Damaged Equipment.** Any claim by Customer that Big Dutchman failed to deliver the agreed-upon quantity of Equipment, or that any of the Equipment was damaged due to the fault of Big Dutchman, must be submitted to Big Dutchman in writing within 30 days after Customer receives the Equipment. If Customer fails to do so, then it shall be conclusively presumed that the proper quantity was delivered and that the Equipment was not damaged due to any fault of Big Dutchman.
12. **Intellectual Property and Confidentiality.** All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software and other works and matters that Big Dutchman creates or develops in the course of Big Dutchman's design, development or manufacture of the Equipment or performance of the Services and all drawings and specifications that Big Dutchman provides to Customer (collectively, "**Intellectual Property**") shall be Big Dutchman's sole property, and Customer assigns, and agrees to assign, to Big Dutchman all right, title and interest that Customer now has or in the future acquires in the Intellectual Property. Customer shall not disclose or use any of the Intellectual Property or any information about Big Dutchman's business,

operations or activities, except to the extent necessary for Customer to use the Equipment or Services.

13. Termination.

- a. Customer does not have any right to terminate or cancel its order or agreement to purchase the Equipment or Services from Big Dutchman. If, however, Big Dutchman agrees in writing to permit termination or cancellation, then Customer shall immediately pay to Big Dutchman a termination/cancellation charge in the amount specified by Big Dutchman, which amount shall not be less than Big Dutchman's calculation of its losses and damages (including lost profit and lost revenue) due to the termination/cancellation. Big Dutchman may also retain any deposit that Customer has paid to Big Dutchman.
- b. If Customer fails to pay or perform any indebtedness or obligation that Customer at any time owes to Big Dutchman, then Big Dutchman may, in addition to all other remedies available to Big Dutchman, terminate any or all outstanding contracts or orders and pursue money damages against Customer for the losses and damages that have been or will be incurred by Big Dutchman.

14. Indemnity. Customer shall defend, indemnify and hold harmless Big Dutchman, its affiliates and all of their respective employees, agents and representatives from and against all claims, damages, losses, liabilities and expenses (including without limitation actual attorney fees and costs) that Big Dutchman incurs arising out of or resulting from (a) Customer's breach of any of Customer's obligations under this Agreement; or (b) any negligent acts or omissions or intentional misconduct by Customer or those under its control.

15. Limitation of Liability. In addition to the limitations set forth in Big Dutchman's Limited Warranty:

- a. BIG DUTCHMAN SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY IN CONTRACT, TORT OR OTHERWISE FOR:
 - ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOST OR DAMAGED DATA, OR LOSSES RELATED TO ANIMALS, ARISING OUT OF OR RELATED TO THE EQUIPMENT, THE SERVICES OR THIS AGREEMENT; OR
 - ANY ILLNESSES, INJURIES, DAMAGES, DEATHS, LOSSES OR OTHER CONDITIONS OF ANIMALS OR ANY LACK OF PRODUCTIVITY WITH RESPECT TO THE ANIMALS; OR FOR ANY DAMAGE, LOSS OR DESTRUCTION TO REAL PROPERTY OR PERSONAL PROPERTY CAUSED OR ALLEGEDLY CAUSED BY THE EQUIPMENT OR THE SERVICES.
- b. IN ADDITION TO THE LIMITATIONS SET FORTH IN SUBPARAGRAPH (a) ABOVE, BIG DUTCHMAN'S LIABILITY TO CUSTOMER RELATED TO THE EQUIPMENT, THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID

BY CUSTOMER TO BIG DUTCHMAN FOR THE SPECIFIC ITEM(S) OF EQUIPMENT OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM BY CUSTOMER AGAINST BIG DUTCHMAN. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE THEORY OF RECOVERY BY CUSTOMER, INCLUDING CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE.

16. **Time for Bringing Action.** Any claim that Customer brings against Big Dutchman for breach of the Agreement (which includes these Terms of Sale) or for any other claim that arises out of or relates to the Equipment, the Services or the Agreement must be filed within the court specified in Paragraph 17 below on or before the *earlier* of (a) twelve (12) months after the claim accrues; or (b) twenty-four (24) months after the delivery (or the providing of) the particular item of Equipment or Services giving rise to the claim. Any claim that is not filed in compliance with the preceding sentence is deemed waived and shall be forever barred.
17. **Governing Law and Language.** The Agreement between Big Dutchman and Customer shall be considered to have been made in the State of Michigan, USA, and it shall be governed by and interpreted according to Michigan law, excluding conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute that arises out of or relates to the Equipment, the Services or the Agreement shall be brought exclusively in any federal or state court located in, or whose jurisdiction includes, Kent County or Ottawa County, Michigan that has jurisdiction of the subject matter. Customer irrevocably consents that any such court shall have personal jurisdiction and venue over Customer and waives any objection that such court is an inconvenient forum.
18. **WAIVER OF JURY TRIAL. CUSTOMER AND BIG DUTCHMAN WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL ARISING OUT OF OR RELATED TO THE EQUIPMENT, THE SERVICES OR THIS AGREEMENT. THIS WAIVER OF A JURY TRIAL IS IRREVOCABLE.**
19. **Independent Contractor Issues.** Big Dutchman is and shall remain an independent contractor. Neither party may bind the other party contractually or in any other manner. Big Dutchman is not responsible for any of Customer's obligations or liabilities. Big Dutchman reserves the right to reject any of Customer's subcontractors (such as electrical subcontractors).
20. **Complete Agreement; Amendment; No Assignment.** The terms in Big Dutchman's quotation/proposal/offer, Big Dutchman's order confirmation (if any) and these standard Terms of Sale contain the entire agreement between Customer and Big Dutchman, all of which will be referred to collectively as "**the Agreement**" or "**this Agreement**". None of the terms on Customer's purchase order or any other Customer document shall apply. Any amendment or change to this Agreement must be by a writing signed by an authorized officer of Big Dutchman. Customer may not assign or transfer any of its rights or duties under this Agreement without the prior written consent of Big Dutchman, which may be withheld in Big Dutchman's sole discretion.

Big Dutchman, Inc. Limited Warranty

Warranty (Big Dutchman Manufactured Equipment and Services)

This limited warranty is provided by Big Dutchman, Inc. (“**Big Dutchman**”) to the original purchaser (the “**Customer**”) of the (i) equipment, parts, components, software, products, building materials, building systems, buildings, goods or other deliverables supplied by Big Dutchman to Customer (each such item will be referred to separately and collectively as “**Equipment**”); and/or (ii) the services, if any, provided by Big Dutchman to Customer (the “**Services**”).

Big Dutchman warrants that each item of Equipment manufactured solely by Big Dutchman (each such item of Big Dutchman-manufactured Equipment will be referred to separately and collectively as “**Big Dutchman Manufactured Equipment**”) will be free from defects in material or workmanship under normal and intended use, conditions and service for a period of one (1) year from the delivery date of each such item of Big Dutchman Manufactured Equipment. Big Dutchman Manufactured Equipment shall not be defective to the extent that (i) it conforms to drawings, specifications or samples that have been approved by Customer; (ii) it conforms with goods, testing results, dimensional layouts or manufacturing methods that have been submitted and approved by Customer; or (iii) it conforms to the specifications as changed or waived if Customer agrees, either orally or in writing, to the change in or waiver of specifications for any Big Dutchman Manufactured Equipment.

Big Dutchman warrants to the Customer that the Services will comply with all applicable laws and regulations in effect at the time of contracting. Notwithstanding the foregoing, to the extent required by applicable law, it shall be solely Customer’s sole responsibility (a) to have all drawings that have been prepared by Big Dutchman signed and/or sealed by a licensed professional engineer or architect where the Equipment is to be installed, and (b) to have the Equipment installed by a licensed contractor. Further, to the extent required by applicable law, Customer or Customer’s licensed engineer, architect or contractor shall be responsible for obtaining all permits, authorizations or approvals necessary to install the Equipment.

The warranty above is subject to the exclusions and limitations below.

Exclusive Remedy

1. In the event of a defect in any item of Big Dutchman Manufactured Equipment (including any part or component of such item) constituting a breach of the warranty provided above, Big Dutchman will at its option either (i) repair or replace such defective item at no charge; or (ii) in lieu of repair or replacement, refund to Customer the purchase price paid by Customer for such defective item less the reasonable value of Customer’s use of such item. If any item of Big Dutchman Manufactured Equipment is defective and Big Dutchman provides Customer with a repaired or replacement item (including any part or component of such item), then Customer will be responsible for the labor associated with installing the repaired or replacement item (including any part or component) unless Big Dutchman determines that it is necessary for Big Dutchman to provide the installation due to its complexity. Big Dutchman may require the return of the allegedly defective item to Big

Dutchman, freight prepaid, and proof that the allegedly defective item was not subject to misuse, abuse or other conditions that would void the warranty. If Big Dutchman determines that the item in question is not defective, such item may be returned to Customer at Customer's expense.

2. In the event Big Dutchman provides Services constituting a breach of the warranty provided above, Big Dutchman will at its option either (i) correct or redo the defective Services at no charge, or (ii) refund to Customer the price paid by Customer for the defective Services.
3. THE REMEDIES SET FORTH ABOVE SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY DEFECT IN THE BIG DUTCHMAN MANUFACTURED EQUIPMENT OR THE SERVICES.

Exclusions, Limitations and Conditions

Big Dutchman's warranty is subject to the following exclusions, limitations and conditions:

- Big Dutchman makes no warranty for the following: (i) any Equipment that is not Big Dutchman Manufactured Equipment, such as electrical motors and controls, although such non-Big Dutchman Manufactured Equipment may be covered by separate warranties of the respective manufacturers, and upon request Big Dutchman agrees to assign whatever rights it may have under such warranties to Customer; (ii) the design of buildings, equipment, components or systems (including ventilation systems) that are not designed by Big Dutchman; (iii) the security of Big Dutchman's software, and nothing in this limited warranty should be construed as preventing the possibility of the software or the Equipment being altered or hacked by a third party; or (iv) any Equipment that is sold or otherwise transferred by Customer to a third party.
- The warranty is void and does not apply if (i) Big Dutchman did not supply all components of the system in which the Equipment is incorporated; (ii) the Equipment was not purchased from and installed by Big Dutchman or a Big Dutchman authorized distributor; (iii) the Equipment was not installed or operated in accordance with Big Dutchman's specifications and instructions; (iv) any delivered or installed Equipment was not stored or located in a covered and secure facility, or if at any time such Equipment became subject to the elements for any reason; (v) there was any alteration, repair or modification of the Equipment by any person or entity other than with Big Dutchman's prior written consent; (vi) the Equipment was subject to abuse, misuse, mishandling, accident or was damaged; (vii) Customer failed to properly repair or maintain the Equipment; (viii) the Equipment was used in connection with other non-approved equipment; (ix) after the original installation, the Equipment was moved to a new location (including a new location in a different building or a new location inside the same building); (x) Customer has breached any of the terms of this limited warranty, Big Dutchman's standard Terms of Sale or any other agreement with Big Dutchman; (xi) Big Dutchman has not been paid in full for the Equipment or the Services; (xii) Customer sold or otherwise transferred the Equipment; or (xiii) Customer removed or changed any safety device, warning, or operating instructions that Big Dutchman placed on, or provided with, the Equipment.
- Big Dutchman does not warrant that use of the software in the Equipment will be uninterrupted or error-free.

- Big Dutchman makes no warranty or representation regarding whether the Equipment will provide an alert or alarm of a failure or error in any production or other process, and Customer agrees not to use any of the Equipment as an alarm system. Big Dutchman shall not be liable to Customer or any third party for any actual or alleged failure of the Equipment to provide an alert or alarm, and Big Dutchman shall not be responsible or liable to Customer or any third party for any actual or alleged illnesses, injuries, damages, deaths, losses or other conditions of animals. Further, Big Dutchman shall not be responsible or liable to Customer or any third party for any damage, loss or destruction to real property or personal property caused or allegedly caused by the Equipment or the Services. Customer shall purchase and install a separate alarm, safety, or back-up system for the health and safety of its animals and for protection of Customer's property.
- Big Dutchman makes no warranty that individual animals, or any given population of animals, will utilize any of the Equipment in the manner for which the Equipment was intended or designated. Big Dutchman makes no warranty regarding production results (by way of example, Big Dutchman does not provide a warranty as to the size or production level of the animals, how fast the animals will grow, or how productive the animals will be).

EXCEPT AS EXPRESSLY STATED IN THIS LIMITED WARRANTY, BIG DUTCHMAN DOES NOT MAKE ANY WARRANTY AS TO THE EQUIPMENT (INCLUDING THE BIG DUTCHMAN MANUFACTURED EQUIPMENT) OR BIG DUTCHMAN'S SERVICES. IN PARTICULAR, BIG DUTCHMAN DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE EQUIPMENT AND SERVICES.

Other Limitations

BIG DUTCHMAN SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY IN CONTRACT, TORT OR OTHERWISE FOR:

- ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOST OR DAMAGED DATA, OR LOSSES RELATED TO ANIMALS, ARISING OUT OF OR RELATED TO THE EQUIPMENT, THE SERVICES OR THIS AGREEMENT; OR
- ANY ILLNESSES, INJURIES, DAMAGES, DEATHS, LOSSES OR OTHER CONDITIONS OF ANIMALS OR ANY ALLEGED LACK OF PRODUCTIVITY WITH RESPECT TO THE ANIMALS; OR (ii) FOR ANY DAMAGE, LOSS OR DESTRUCTION TO REAL PROPERTY OR PERSONAL PROPERTY CAUSED OR ALLEGEDLY CAUSED BY THE EQUIPMENT OR THE SERVICES.

IN ADDITION TO THE LIMITATIONS SET FORTH IN THE PARAGRAPH ABOVE, BIG DUTCHMAN'S LIABILITY TO CUSTOMER RELATED TO THE EQUIPMENT, THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO BIG DUTCHMAN FOR THE SPECIFIC ITEM(S) OF EQUIPMENT OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM BY CUSTOMER AGAINST BIG DUTCHMAN. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF ANY THEORY OF RECOVERY BY CUSTOMER, INCLUDING CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE.

Customer's rights and obligation under this limited warranty may not be assigned or delegated to a third party by Customer without the prior written permission of Big Dutchman, which may be withheld in Big Dutchman's sole discretion. If Big Dutchman does provide such prior written permission, then on any resale or transfer of the Equipment, Customer shall contractually limit its buyer's or transferee's rights and remedies against Big Dutchman to the same extent as Customer's rights and remedies are limited in this limited warranty and in Big Dutchman's standard Terms of Sale. If Big Dutchman does not provide such prior written permission, then on any resale or transfer of the Equipment, Customer shall contractually exclude any and all liability of Big Dutchman to the buyer or transferee, whether under this limited warranty or otherwise.

Neither Customer nor any other person may modify or expand the warranty provided herein, change or waive any of the exclusions or limitations, or make any different or additional warranties with respect to the Equipment or the Services. Any statements to the contrary are hereby rendered null and void unless expressly agreed to in writing by an authorized officer of Big Dutchman.

Governing Law, Venue

This Limited Warranty shall be governed by and interpreted according to the laws of the State of Michigan, USA, excluding conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute that arises out of or relates to the Equipment, the Services or this Limited Warranty shall be brought exclusively in any federal or state court located in, or whose jurisdiction includes, Kent County or Ottawa County, Michigan that has jurisdiction of the subject matter. Customer irrevocably consents that any such court shall have personal jurisdiction and venue over Customer and waives any objection that such court is an inconvenient forum.