

Why Work With Altus



Free Freight Program



Deal Registration



Extended Warranty Programs



10 Day Quick ship for 20 units or less



Don't Sell Direct



Free Evaluation Samples custom build for each customer



Goal to make it simple and easy to purchase from us



Online Service Portal



Reseller Training



Core Value: Customer First (that means the reseller too!)



Nationwide Service Network

What's Included

- Reseller welcome package
- Tailored training for reseller sales force
- Partner portal for literature access and exclusive reseller content
- Altus salesforce, product experts, and marketing to support sales process
- Preferred Discounts

● PLATINUM Level

20% Discount on Mobile Technology Workstations — Non-Powered
20% Discount on Mobile Technology Workstations — Powered
20% Discount on Wall-Mounted Technology Workstations —
Sales Goal established by ALTUS Regional Sales Director
Full Line Reseller



○ GOLD Level

10% Discount on Mobile Technology Workstations — Non-Powered
10% Discount on Mobile Technology Workstations — Powered
10% Discount on Wall-Mounted Technology Workstations —
Sales Goal established by ALTUS Regional Sales Director



○ SILVER Level

5% Discount on Mobile Technology Workstations — Non-Powered
5% Discount on Mobile Technology Workstations — Powered
5% Discount on Wall-Mounted Technology Workstations —
100% Prepayment Only



*Prices shall be subject to change at any time. Altus will honor prices quoted prior to any price change for a period of 30 days.

Date: _____

Reseller: _____

Geographic Territory Covered: _____

Main Sales Contacts:

Name	Office Phone	Cell	E-Mail	Title
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_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
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Type of Reseller:

- Technology Integrator
- Value Added Reseller
- Office Furniture Dealer
- Ergonomic Specialist
- Other:

Target Accounts For Altus Products:

Total Number of Salespeople:

- 1-2
- 3-5
- 5-10
- 10-15
- 15-20
- 20+

Anticipated Altus Product Yearly Volume:

- <\$50,000
- \$50,000 - \$100,000
- \$100,000 - \$250,000
- \$250,000 - \$500,000
- \$500,000 - \$750,000
- \$1,000,000+

Full Line Reseller (Non-Powered Carts, Powered Carts and Wall-Mounts):

- Yes
- No

*Please attach spreadsheet of sales team and contact information.

Competitors You Also Sell:

- Ergotron
- Capsa
- Howard
- Enovate
- Jaco
- Touchpoint
- Humanscale
- Other:

Do You Have a Service Program?

- Yes
- No

If Yes, Is It The Same As Your Sales Territory?

- Yes
- No

Main Service Contacts:

Name	Office Phone	Cell	E-Mail	Title

Provided Services:

- Deployment
- Installation
- Service (in/out of warranty)

Number of Service Technicians:

- 1
- 2
- 3-5
- 5-10
- 10+

Reseller Sale and Marketing Terms

Minimum Advertised Pricing: To ensure that all Altus resellers have a healthy profit, reseller agrees to adhere to the Minimum Advertised Pricing Policy which is as follows: No pricing published in literature or in a digital format online should drop below the Manufacturers Suggested Retail Price (MSRP) listed in the most current Specification Guide. This policy in no way limits a reseller's right to set its own pricing for quoting and end user sales. This Pricing Policy should be upheld by 'self-policing'. Should Altus discover that pricing is being listed below MSRP, reseller will be notified and expected to remove or change within an acceptable time frame.

Brand: Altus will provide approved logos and imagery for all marketing materials and web presence upon request. Reseller must remove any outdated imagery or discontinued products as they occur. Current product information and imagery can be found on Altus' website: www.altus-inc.com. Reseller will work in conjunction with Altus' marketing department to ensure all materials are current and high-resolution. To avoid brand confusion, reseller will utilize the same product names and reference Altus' website for additional product details.

Manufacturer Reseller agrees to use a "best effort" and promote Altus as the manufacturer of Mobile Technology Workstations — Non-Powered, Mobile Technology Workstations — Powered and Wall-Mounted Technology Workstations or similar items. Reseller also will not directly or indirectly manufacture Mobile Technology Workstations — Non-Powered, Mobile Technology Workstations — Powered and Wall-Mounted Technology Workstations for a period of two years after the termination of this agreement.

Acceptance of Orders Nothing in this agreement is intended to create any duty on the part of Altus to accept any order. It is expressly understood that the acceptance or rejection of any orders is at the sole discretion of Altus. *Hospital/End-User must be identified on quotes and purchase orders ("Ship To" address or "Tag" information)*

Deposit All Purchase Orders received of \$25,000 Net or more will require a 50% deposit. All Purchase Orders that include any custom components will require a 50% deposit. This 50% deposit must be received before the Purchase Order is processed.

Returned Goods Policy Returns goods are generally not accepted. All goods are made to order. Returned goods must be authorized by and negotiated with Altus Sales and Customer Service Department.

Damaged Shipments Transportation companies delivering Goods accept full liability while the merchandise is in transit and until customer acknowledges receipt to the delivering carrier. Upon receiving each shipment, carefully inspect each package, looking for punctures, abrasions, and other evidence of possible damage. In the event that there is visible damage to the carton, do not accept delivery until the condition is noted on Customer's copy of the freight bill and signed as much by the driver of the delivering carrier. Open all packages and inspect the items as soon as possible. In the event damage is discovered, promptly notify Altus.

New Account Credit Application

Rev 5-1-17

Company Information:

Bill to Company: _____ **Parent Company (if applicable):** _____

Owners/Officers: _____ Tax ID: _____

Type of Business _____ Are you exempt from sales tax _____ * Years in Business _____

Credit Desired: _____ (Our standard terms are 1% 10 net 30 unless otherwise agreed upon.)

Billing Address _____ City _____ State _____

Zip _____ Billing Contact Name & Email _____

Billing Phone Number _____ Billing Fax Number _____

Name and Email address in which to send order acknowledgements:

Trade References:

Company Name (1): _____ Contact: _____

Address: _____

Fax or Email Address (required): _____

Company Name (2): _____ Contact: _____

Address: _____

Fax or Email Address (required): _____

Company Name (3): _____ Contact: _____

Address: _____

Fax or Email Address (required): _____

Bank Information:

Bank Name: _____ **Account Number:** _____

Address: _____ City _____ State _____ ZIP _____

*** COLLECTION COSTS:** Should it become necessary to place the account with a collection agency or attorney, the Applicant agrees to pay all collection costs and attorney fees in addition to all other amounts due to Altus, Inc. The undersigned warrants that the above agreement has been read and understood.

Authorized Signature: _____ Date _____

*** If YES Please attach a copy of your Blanket Sales Tax Exemption Certificate.**

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number														
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or														
Employer identification number														
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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 ▶
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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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Altus Terms and Conditions for Sale of Altus Branded Products

Formation of Contract. The terms set forth in this document are the sole terms for the sale of goods and services by Altus Industries, Inc., a Michigan corporation (“Altus”), unless otherwise specifically provided for by Altus in this document, and shall apply to the exclusion of any inconsistent or additional terms contained in Customer’s order, proposal, acknowledgment or otherwise proposed by Customer in any manner. Customer’s acceptance of these terms shall be conclusively presumed by Customer’s submission of a purchase order in response to this document, or by Customer’s acceptance of delivery of, or payment for, the goods and services. Any contract made for the sale of goods or services by Altus is expressly conditional on Customer’s assent to the terms stated in this document. Altus objects to any additional or inconsistent terms proposed by Customer.

Price. All price quotations are offered for prompt acceptance and are subject to change without notice.

- a. **Exclusions.** The quoted price does not include applicable taxes such as city, state or federal, sales, use, or excise taxes. Furthermore, the quoted price does not include any other products, services or work not specifically described in this document. All taxes and charges shall be Customer’s responsibility and may be added to the invoice as a separate and additional charge to Customer unless an acceptable exemption certificate is presented to Altus. Altus shall also have the right to separately bill Customer, at any time, for any taxes and charges that are attributable to this sale that the Altus may be required to pay. Customer shall reimburse Altus on demand for all such amounts.
- b. **Price Increases.** The price shall be subject to increases to accommodate shipment in any quantities other than Altus’s standard pack unit, in the event Customer does not desire shipment at one time of all the goods covered by the quotation.
- c. **Pricing/Order Entry Errors.** Claims for pricing or order entry errors must be made no later than 20 days from receipt of invoice.

Invoicing. All invoices issued by Altus shall be payable according to the terms contained in ‘**Payment Terms**’, below. Unless otherwise stated by Altus in writing, Altus shall issue to Customer invoices when goods are shipped to Customer.

Cancellation or Change. Except as otherwise agreed by Altus in writing, a sale of goods or services under this document is not subject to cancellation or change. The following terms shall apply to any cancellation approved by Altus in writing except as otherwise agreed in writing:

- a. Any items completed at the time Altus receives a written cancellation notice from Customer will be shipped and invoiced at the contract price.
- b. Work on the balance of the order will be stopped as promptly as reasonably possible and Altus shall be reimbursed for all actual expenditures, commitments, liabilities and costs, determined in accordance with generally accepted accounting practice, made or incurred with respect to those items not completed, plus a cancellation fee of twenty percent (20%) on those expenses, less any net recovery to Altus on disposition of returned goods to others within a period of forty-five (45) days after the cancellation. In addition, Altus has the right to recover from Customer all damages for cancellation, including but not limited to incidental, consequential and indirect damages and lost profits.

Special and Custom Orders. Custom products manufactured and inventoried by Altus for the sole purpose of timely satisfying Customer’s requirements, are non-cancelable and will be shipped and invoiced subject to Customer’s purchase order in complete order quantities. Custom products carry a limited 12-month warranty.

Payment Terms.

- a. **Credit:** 1% 10, NET 30 upon credit approval. Prior to credit approval, payment in full must be received before shipment. If customer account is past due, Altus reserves the right to delay any further outstanding shipments until accounts are in good standing.
- b. **Credit Card Payment:** Credit card payments made with Visa, Mastercard, AMEX and Discover will be accepted by Altus; provided that a 3% surcharge will be added to all credit card payments. Credit card payments are not eligible for the 1% discount under any circumstances.

- c. **Deposit:** All purchase orders received of Net \$25,000 or more will require a 50% deposit. All purchase orders that include any custom components will require a 50% deposit. This 50% deposit must be received before the purchase order is processed.

Unless otherwise specified by Altus, payment in full on all invoices is due thirty (30) days after shipment. Invoices not paid within thirty (30) days shall have a service charge added to the amount due of one and one half percent (1 ½ %) per month. No cash discounts shall be allowed. Payments must be made at Altus's offices in Walker, Michigan. Customer shall reimburse Altus for any and all expenses, including reasonable attorneys' fees, incurred by Altus in the collection of any delinquent account or enforcing its rights with respect to Customer.

Lead Times. The shipping date shown on the face of the order acknowledgment represents Altus's best estimate as of the date of the acknowledgement. Altus shall not incur any liability of any kind or failure to ship on the acknowledged ship date unless Altus has expressly agreed to a firm ship date in a separately signed, written instrument by authorized personnel.

When submitting an order, Customer may request that it be shipped with a shorter lead time than Altus' standard quoted lead time. Altus will notify Customer in its order acknowledgment whether it is able to meet Customer's requested lead time. If Altus is able to meet Customer's request, there will be a RUSH ORDER CHARGE applied to Customer's order equal to the greater of: (a) \$250, or (b) the actual net cost incurred by Altus to meet Customer's request. Upon request by Customer, Altus will provide Customer with Altus' quote for the anticipated actual net cost of meeting such request. The amount of the RUSH ORDER CHARGE will be reflected on Altus' invoice to the Customer.

Security Interest. Customer hereby grants to Altus a continuing purchase money security interest in all goods furnished or to be furnished by Altus to Customer, together with all tooling, parts, attachments, accessories, dies or appurtenances to such goods, all substitutions, improvements and replacements of such goods, all additions to such goods, and all proceeds of such goods and any of the foregoing.

Perfection of Security Interest. Customer hereby authorizes Altus to cause all financing statements or other instruments in respect of the security interest granted hereby, including without limitation all Uniform Commercial Code financing statements, to be filed and recorded or refiled and re-recorded. Customer agrees to execute, or otherwise authenticate, and hereby does authenticate, and deliver any statement, instrument or other document requested by Altus for such purpose. Customer further agrees that it shall execute, or otherwise authenticate, and hereby does authenticate, and deliver to Altus upon Altus's request such further instruments, assurances and other documents as Altus deems necessary or advisable for the confirmation of perfection of Altus's rights hereunder. Customer authorizes Altus to file any such instrument or other document, including without limitation, any Uniform Commercial Code financing statements, without Customer's signature and, if the signature of Customer is required thereon, Customer irrevocably appoints Altus as Customer's attorney-in-fact to execute and file any such statement or other instrument in the name and on behalf of Customer.

Shipping and Risk of Loss. All standard shipments in the continental United States are F.O.B. destination, freight prepaid, including no carrier accessorial charges, except for fuel surcharges and hazardous material charges ("Standard Shipments"). Unless otherwise indicated, all other shipments are F.O.B., Altus's plant, at which time title shall pass to Customer and Customer is solely responsible for all costs of shipping and insurance for the goods and shall bear all risk of loss or damage to the goods during transit. Other than Standard Shipments, freight may be prepaid by Altus at its option and added to the invoice. Customer shall promptly inspect all goods received from Altus and promptly inform Altus of any defects before using the goods.

Shipping dates are estimates only, and based on mutually agreed upon ship dates that are required to be confirmed via written documentation. "Drop in" orders to support just-in-time requirements (via electronic data interchange or otherwise) will be managed on a case-by-case basis where mutually agreed upon ship dates will be developed.

Altus shall not be liable for premium freight requirements in the case of "drop in" orders and/or where mutually agreed upon ship dates have not been developed. Altus may ship all the goods at one time or in portions from time to time. Altus shall have the right

to determine the method of shipment and routing of the goods, unless otherwise specified by Customer. Customer shall pay such delivery charges as Altus may establish from time to time, which will be included on Altus's invoice. Delivery in a manner directed by Customer shall be at Customer's sole cost. Altus shall not be liable for damages caused by delays in shipping or delivery for any reason whatsoever. Altus's Customer Service Department must be notified of any items missing from inside any multiple-pack freight piece within 72 hours of delivery.

At any time prior to Altus' shipment of an order, Customer may request expedited freight or a guaranteed freight delivery date for such order. If Altus is able to satisfy Customer's request, Altus will notify Customer and provide Customer with a quote for the net EXPEDITED FREIGHT cost, for which Customer shall be solely liable. The net EXPEDITED FREIGHT cost will be reflected on Altus' invoice to the Customer.

Returned Goods. Returned goods are generally not accepted. All goods are made to order. Returned goods must be authorized by and negotiated with Altus's Customer Service Department.

Reasonable Efforts. Altus will use commercially reasonable efforts to supply Customer with goods offered by Altus and ordered by Customer. If Customer causes or requests delay in the shipment of products or the provision of services, Customer shall pay Altus for all expenses and losses of Altus resulting therefrom. In times of short supply, Altus is entitled to allocate products among its customers as it determines in its sole discretion to be appropriate under the circumstances. Under no circumstances will Altus be liable for any failure to deliver goods ordered by Customer that is caused by the lack of availability of necessary raw materials.

Limited Warranty and Disclaimer. Altus warrants to the original Customer that the goods manufactured by Altus shall be free under the specified use from defects in material or workmanship at the time of shipment to Customer and for the following time period after shipment to Customer (subject to all limitations and exclusions contained in these Terms and Conditions):

Product	Warranty Period	Extended Warranty (Purchased Option)	Extended Warranty (Parts Only) 5 YEAR - Part Numbers	Extended Warranty (Parts and Labor) 5 YEAR- Part Numbers
Altus Non-Powered Carts	5 year	NA	NA	WNL-5
Altus Reach Wall Mounts	5 year	NA	NA	WRCL-5
Altus Clio Manual Lift Powered Carts	5 year Mechanical	5 year Mechanical	WCP-5	WCL-5
	2 year Electrical	5 year Electrical		
	5 year or 2,500 cycles on Lithium Iron Phosphate (LiFe) Battery	5 year or 2,500 cycles on Lithium Iron Phosphate (LiFe) Battery		
Altus Clio Electric Lift Powered Carts	5 year Mechanical	5 year Mechanical	WEP-5	WEL-5
	2 year Electrical	5 year Electrical		
	2 year Electric lift	5 year Electric lift		
	5 year or 2,500 cycles on Lithium Iron Phosphate (LiFe) Battery	5 year or 2,500 cycles on Lithium Iron Phosphate (LiFe) Battery		
Altus ClioMed Powered Carts	5 year Mechanical	5 year Mechanical	WMP-5	WML-5
	2 year Electrical	5 year Electrical		
	2 year Electric lift	5 year Electric lift		
	5 year or 2,500 cycles on Lithium Iron Phosphate (LiFe) Battery	5 year or 2,500 cycles on Lithium Iron Phosphate (LiFe) Battery		
	1 year User Interface Tablet	5 year User Interface Tablet		
Altus Mechanical Accessories	5 year			

Altus Electrical Accessories	2 year			
Ascend Electric Lift	2 year			
Interface Tablet	1 year			

What is covered – Mechanical Warranty. Subject to any applicable exclusions, mechanical components covered under this standard warranty are limited to repair or replacement of monitor mounts, worksurfaces, keyboard/mousing platforms, casters, drawer slides, and keyed locks.

What is covered – Electrical Warranty. Subject to any applicable exclusions, electrical items covered under this warranty are limited to repair or replacement of all power supply components including controllers and cables, power cords and cables, handle user interface, keyboard light, and drawer keyless locking mechanisms, but expressly excluding the Ascend electric lift and the user interface tablets.

What is covered – Mechanical Accessories. Mechanical accessories covered under this warranty are limited to all baskets, barcode holders, counterweights, handles, cord trays, CPU holders, shelving, mouse holders/trays, brackets, and casters.

What is covered – Electrical Accessories. Electrical accessories covered under this warranty are limited to all power cords and USB hubs.

Warranty Exclusions – What is not Covered. This warranty does not extend to (i) future performance beyond the applicable warranty period, (ii) any assemblies or parts not manufactured, furnished or installed by Altus, (iii) any product for which Customer has provided a sample, specifications or drawings for the product, as long as Altus manufactures the product in accordance with the applicable sample specifications or drawings for the product, (iv) any third party or Customer labor costs or other expenses related to a defective product (it being understood that Altus’s sole responsibility under this limited warranty being to repair or replace the defective item at its sole discretion), and (v) any article that has been misused, neglected, damaged or altered after leaving Altus’s possession. Examples of misuse include, but are not limited to: improper maintenance, improper battery charging/discharging behavior, over stuffing drawers and side bins, use of sharp objects on user interface screens and keypads, unplugging power cords by pulling on cord, spilling liquids on components, exposure to any harsh elements including temperatures and moisture outside the operating and storage specifications, or any damages that occur in transportation. Altus will not be responsible for injury or damage caused by or associated with the installation and/or use of products in any manner other than in strict conformance with the instructions set forth in its installation manuals and instruction sheets and/or product literature.

Non-Assignability. The warranties on any Altus goods are non-transferrable. Product must be purchased from an Authorized Reseller of Altus, an Altus Partner, or direct from Altus in order to qualify for any of the product warranties.

Claims Procedure. If within thirty (30) days after Customer’s discovery of any alleged warranty defects within the applicable warranty period, Customer shall promptly notify Altus the nature of the defect either (i) in writing, (ii) through Altus’s Customer Service via telephone at 1-888-537-1311, or email at service@altus-inc.com, or (iii) as may be otherwise expressly agreed in writing by Altus. Failure by Customer to give one of the prescribed methods of notice within the applicable time period shall be deemed an absolute and unconditional waiver of Customer’s claim for such defects and Altus shall have no warranty obligations regarding such alleged defects.

The determination of whether a defect exists and how to address any determined defects shall be made solely by Altus in its reasonable discretion. Customer shall not return any goods to Altus until Altus has been provided a reasonable opportunity to inspect and sample the goods at Customer’s premises to determine whether a defect exists, whether such defect is covered by this limited warranty, and, if so, whether the goods should be repaired or replaced. Any shipping cost for returning defective goods shall be paid by Altus. Altus, at its sole discretion, may replace or repair a unit determined to be under warranty at a designated Altus location or at your location. If Altus elects to repair the defective product, any necessary parts will be shipped to Customer at Altus’s expense and a Return Merchandise Authorization (RMA) may be issued for the defective products or components thereof,

if necessary. If at any time during the warranty period, Customer submits a warranty claim when the product is later found not to be defective, any on-site service calls and/or replacement product will be charged to Customer at Altus's then-prevailing prices/rates.

Replacement Parts and RMA Policy. If Altus issues an RMA to Customer, all parts specified on the RMA must be returned to Altus with shipping expense to be paid by Altus. Any parts not returned to Altus will be paid for in full by Customer. Collect shipments will not be accepted. Altus shall be deemed the owner of all removed and repaired Altus furnished parts from the Product. Performance of any repair or replacement does not renew or extend the warranty period.

For items not covered under Warranty:

- a. Customer may elect to upgrade to a newer, functionally equivalent product at normal MSRP price.
- b. If Customer returns a product to Altus that is ultimately determined to not be defective or not otherwise covered under this limited warranty, Altus will return the product to Customer, but Customer will be responsible for freight charges associated with the return of such non-defective products or product parts. Any products returned to Altus as being defective that are ultimately determined by Altus not to be defective or covered under this limited warranty shall be subject to a minimum restocking charge of thirty-five percent (35%).
- c. At your request and subject to satisfaction of any associated costs Altus may incur, Altus will appropriately dispose of the defective product for you, in which case a fee may apply as designated by local law.

DISCLAIMER. NOTWITHSTANDING ANY OTHER PROVISION IN THIS DOCUMENT, ALTUS EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALSO DISCLAIMS AND EXCLUDES ALL LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR ANY OTHER SPECIAL DAMAGES OF CUSTOMER, INCLUDING LOST PROFITS, FOR BREACH OF WARRANTY OR OF CONTRACT OR OTHERWISE. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AGAINST ALTUS.

Cure. If a shipment of goods is rejected by Customer, Altus shall have the right to cure in any reasonable manner the error, defect, shortage or other nonconformity giving rise to the rejection.

Customer's Design Responsibility. This section shall apply to the extent that Altus's goods are produced according to Customer's specifications. Customer acknowledges that Customer is not relying on Altus in any way for design or engineering with respect to the goods or the adequacy of the specifications provided by Customer. Altus has no responsibility for design, engineering or other advice regarding any product specifications provided by Customer. Customer's responsibility shall include, but not be limited to, responsibility for determining how goods made by Altus will perform when integrated into an assembly or subassembly with goods not made by Altus. Customer shall defend, indemnify and hold Altus harmless against all product liability, product recall, and other claims, liabilities and expenses, including but not limited to actual attorneys' fees, incurred by Altus arising out of any claimed design or engineering defect relating to specifications provided by Customer to Altus.

Quantities. Any claim by Customer that Altus failed to deliver the agreed-upon quantity of goods must be submitted to Altus in writing within thirty (30) days after Customer receives the goods. If Customer fails to so notify Altus, it will be conclusively presumed that the proper quantity was delivered by Altus.

Product Design. Altus reserves the right to change product design, engineering changes, specifications, construction and performance for any products at any time without prior notice, but agrees to obtain Customer approval prior to changing in operational or dimensional specifications submitted by Customer. Altus also reserves the right to discontinue products, at any time, without prior notice. All dimensions shown are considered for reference purposes and are approximate.

Indemnification of Altus (General). Customer shall indemnify, defend, and hold Altus, its agents and employees harmless from all claims, liabilities, and expenses, including but not limited to actual attorney fees, sustained by Altus or its agents or employees that are caused by any action of Customer relating to the goods or services sold by Altus to Customer.

Indemnification of Altus (Patents). If Customer provides Altus with any design, specifications or drawings related to a product, Customer shall indemnify, defend, and hold Altus, its agents and employees harmless from all claims, liabilities, and expenses, including but not limited to actual attorney fees, arising out of any claim of infringement of a patent, copyright, trademark, trade name, or other proprietary right, or claim of unfair trade or of unfair competition in connection with the manufacture, sale, or use of the goods sold to Customer, except to the extent that any claim, liability, or expense arises solely from specifications developed by Altus.

Tools. Except for any such items provided to Altus by Customer for the express and sole purpose of producing products for Customer (if any, "Customer's Tools"), all other tools, jigs, dies, fixtures, patterns and equipment used in connection with the goods shall belong to Altus. Altus shall have the right to retain possession of any of Customer's Tools until full payment for the goods has been made, without affecting any other rights or remedies available to Altus.

Altus and Customer agree that Altus shall have a security interest in Customer's Tools as a security for payment of any sums owing from Customer to Altus at any time for any reason. Altus shall have the right to retain possession of all Customer's Tools until full payment for the goods has been made, without affecting any other rights or remedies available to Altus. Should Customer desire to move tooling to another production source, a tool design charge will be quoted by Altus. If a period of two (2) years shall have elapsed since Altus received orders from Customer requiring use of Customer's Tools, Altus may dispose of such Customer's Tools without accounting to Customer for the proceeds therefrom.

Force Majeure. Any delay or failure of Altus to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond Altus's reasonable control, such as: acts of God; governmental actions; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; terrorist acts, utility interruptions, failures or delays by Altus's vendors (including without limitation the lack of availability of necessary raw materials), or court injunction or order.

Waiver. No right or remedy of Altus shall be deemed to have been waived or renounced, in whole or in part, unless that waiver or renunciation is supported by consideration and is in writing signed by Altus.

Confidentiality of Altus's Information. Any information disclosed by Altus to Customer is confidential, and Customer agrees not to use or disclose any of that information without Altus's prior written consent.

Customer's Default. Customer is in default if any of the following occurs:

- a. Customer breaches, repudiates, or threatens to breach any term in the contract evidenced by this document or in any other agreement between Customer and Altus, including but not limited to a failure to pay all sums when due;
- b. Insolvency of Customer or filing a voluntary or involuntary petition in bankruptcy with respect to Customer;
- c. Appointment of a receiver or trustee for Customer;
- d. Customer's credit becomes impaired; or
- e. Execution of an assignment for the benefit of creditors of Customer.

Altus's Remedies. In the event of Customer's default, Altus may exercise any remedies available under applicable law, including but not limited to the following remedies:

- a. Altus may require payment in advance;
- b. Altus may ship goods only via C.O.D. or Pre-Payment;
- c. Altus may suspend performance or cancel all or any part of the balance of any contract with Customer;
- d. Altus may reduce any unpaid debt of Customer by (i) enforcing its security interest, created hereby, in all goods, (and proceeds therefrom) furnished by Altus to Customer and (ii) enforcing its security interest, created hereby in Customer's Tools, (and proceeds therefrom);
- e. Altus may take any other steps necessary or desirable to secure Altus fully with respect to Customer's payment for goods and services furnished or to be furnished by Altus to Customer; and

- f. Customer shall reimburse Altus for all damages suffered due to Customer's breach, including but not limited to incidental, consequential, and other damages, as well as lost profits, reasonable attorney fees, and court costs.

The remedies in this document shall be cumulative and in addition to any other remedies allowed to Altus under applicable law. No waiver by Altus of any breach or remedy shall be a waiver of any other breach or remedy.

Maintenance, Spare Parts. Altus has no obligation to (a) maintain any inventory of spare or replacement parts with respect to any goods or services provided to Customer, or (b) provide ongoing maintenance or service except as otherwise specifically provided in the description of Altus's warranty described herein.

Insurance. Altus shall have no obligation to maintain insurance in excess of Altus's usual business needs as determined by Altus in its sole discretion. Customer shall insure (a) all goods during shipment and afterward, and (b) all of Customer's Tools provided to Altus, against loss or damage.

Compliance With Laws. Unless otherwise expressly agreed in writing by Altus, Altus shall not be liable to Customer for, and Customer agrees to indemnify, defend and hold Altus harmless from, any and all liability arising or alleged to arise out of any failure of the goods sold by Altus to conform to any federal, state or local law, order, regulation or standard.

Independent Contractor. Altus shall at all times be deemed to be an independent contractor. Nothing herein shall be deemed to make Altus or its employees or agents an employee, partner or joint venturer of Customer.

Time For Bringing Action. Any action by Customer against Altus for breach of Altus's obligations hereunder or for any other claim arising out of or relating to the goods or their design, manufacture, sale or delivery must be brought within one (1) year after the cause of action accrues.

No Audit Rights. Unless Altus shall provide its prior written consent, which may be withheld by Altus in its sole discretion, Customer shall not, under any circumstances, have the right to conduct any audit or review of Altus's corporate books, records or financial information.

General.

- a. Compliance with Laws. Customer warrants that it is and will remain in compliance with all federal, state and local laws, regulations and ordinances relating to Customer's ability to perform its obligations under this document.
- b. Setoff. Altus has the right to deductions or setoffs of any sums due to Altus from Customer (whether or not arising from this document) against any sums due to Customer from Altus (whether or not arising from this document).
- c. Assignment. Customer shall not assign its rights or delegate its duties under this document without Altus's prior written consent. Altus may assign to any third party its rights and obligations with respect to Customer.
- d. Entire Agreement and Amendment. This document contains all of the terms of the agreement between Altus and Customer with regard to its subject matter and supersedes all prior oral or written representations, agreements, and other communications between Altus and Customer. The contract evidenced by this document may be amended only by a writing signed by Customer and an officer of Altus.
- e. Severability. All terms shall be enforced only to the maximum extent permitted by law. If any term is invalid or unenforceable, all other terms shall remain in effect.
- f. State Law. The sale of goods and services in accordance with this document shall be governed in all respects by the laws of the State of Michigan. Altus and Customer expressly agree that the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and shall NOT apply to this document.
- g. Jurisdiction and Venue. Altus and Customer agree that any action arising out of the sale of goods or services in accordance with this document will be brought, heard and decided in a state or federal court of competent subject matter jurisdiction in Kent County, Michigan. Customer submits to personal jurisdiction in Michigan.