



TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE FACE SIDE HEREOF CONSTITUTE THE EXPRESSION OF ALL THE TERMS OF THIS AGREEMENT AND A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BUYER AND SELLER. Orders received from sales quotations are subject to approval by Seller's Management. Any additional, contradictory or different terms contained in an order or communication from Buyer pertaining to the Goods described on the face hereof are hereby objected to and are not part of the Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. No waiver or alteration of terms herein shall be binding unless in writing and signed by an officer of the Seller.
2. **PRICE.** All prices are F.O.B. Seller's plant unless otherwise specifically set forth on the face side hereof. All estimates and/or quotations are subject to change without notice, until order is accepted. Price, quotations, specifications and other terms and all statements appearing in our catalogs and advertisements and otherwise made by Seller, are subject to change without notice. We reserve the right to make changes in product design at any time without incurring any obligation to provide same on items previously sold or continue to supply discontinued items. Prices are based on producing and delivery the full quantity at one time as specified on the face of orders unless otherwise agreed to in writing or unless this policy is superseded by specific product literature. Prices are subject to correction of typographical errors.
3. **PAYMENT.** Payment for Goods shall be in U.S. Funds, Net (30) days after the date of invoice or in the case of international purchases, by an irrevocable Letter of Credit confirmed on a U.S. bank with Seller as the designated beneficiary. No discount will be allowed unless specifically set forth on the face side hereof. A delinquency charge of one and one-half percent (1½%) per month or eighteen percent (18%) per annum or, if such rate shall exceed the maximum allowed by applicable law, then a delinquency charge calculated at such maximum rate on the outstanding balances not paid when due will be added until payment is made in full. Seller shall have the right to suspend further shipments under this Agreement if Buyer is not current on all payments owed Seller. Until the purchase price and all other sums due pursuant hereto are paid in full, Seller retains a security interest in the materials described on the face hereof (herein sometimes referred to as "Goods") and in all proceeds of said Goods. Buyer irrevocably authorizes Seller to file a financing statement(s) on behalf of Buyer.

If Buyer defaults with respect to any payment described herein above, it shall pay Seller for all costs and expenses including legal expenses and attorney's fees incurred by Seller in collecting the net invoice amount, along with interest accrued thereon, and in exercising any of its rights or remedies. The provisions of the Wisconsin Uniform Commercial Code in effect at the time of sale shall apply to this security interest.

4. **LIMITED WARRANTY.** Seller warrants Goods manufactured by it will be free from defects in material and workmanship for thirty-six (36) months after installation or forty-two (42) months following the date of shipment, whichever occurs first. If any of the Goods are found by



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Seller to be defective, Seller at its option, will repair or replace such Goods. The parties hereto expressly agree that Buyer's sole and exclusive remedy against the Seller shall be for the repair or replacement of defective Goods as provided herein.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. NO AFFIRMATION OF SELLER, BY WORDS OR ACTION, OTHER THAN AS SET FORTH IN THIS SECTION (4) SHALL CONSTITUTE A WARRANTY. GOODS WHICH MAY BE SOLD BY SELLER, BUT WHICH ARE NOT MANUFACTURED BY SELLER, ARE SOLD ONLY WITH THE WARRANTIES, IF ANY, OF THE MANUFACTURER THEROF.

Any claim by Buyer with reference to the Goods sold hereunder shall be deemed waived by the Buyer unless submitted in writing to Seller within thirty (30) days following the date Buyer discovered or by reasonable inspection should have discovered any claimed breach of the foregoing warranty. Any cause of action for breach of the foregoing warranty shall be brought within one (1) year from the date the alleged breach was discovered or should have been discovered, whichever occurs first.

5. **LIMITATION OF LIABILITY.** Seller's liability whether under the theories of breach or contract or warranty, negligence, or strict liability for its Goods shall be limited to repair or replacing goods found by Seller to be defective. At Seller's request, Buyer will send, at Buyer's sole expense, any allegedly defective Goods to Seller's plant.
6. **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** In no event shall Seller be liable for consequential damages arising out of or in connection with this Agreement, including without limitation breach of any obligation imposed on Seller herein under or in connection herewith. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person, or loss of or damage to property (including, without limitation, property handled or processed by the use of the Goods). Buyer shall indemnify Seller against all liability, cost or expense which may be sustained by Seller on account of any such loss, damage or injury.
7. **INSPECTION AND TRANSPORTATION.** Upon Buyer's receipt of shipment, Buyer shall immediately inspect the Goods. Unless Buyer provides Seller with written notice of any claim for shortages of or defects in the Goods within ten (10) days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer.

In absence of shipping and packing instructions, Seller shall use its own discretion in choice of carrier and method of packaging. Seller shall not be responsible for insuring shipments unless specifically requested by Buyer and any insurance so requested shall be of Buyer's expense and valuation. Buyer is obligated to pay the price stated for the shipment upon Seller's shipment of the Goods even if the shipment is lost or damaged during transportation.

Buyer shall bear any additional expenses incurred at Buyer's request in making less than carload shipments or express shipments. Seller reserves the right to ship Goods via the most economical



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routing. If shipped otherwise upon Buyer’s request, Buyer shall pay the difference in the rate of transportation.

8. **INSTALLMENT ORDERS.** Orders may be shipped in installments upon request of Buyer subject to the following maximum number of shipments per order:

Order Quantity:	1-5	6-10	11-20	21-35	36+
# of Shipments:	1	2	4	7	12

All orders shall provide a twelve (12) month shipping schedule. The first ninety (90) of the shipping schedule may not be changed. The remaining shipping schedule may be changed subject to Seller’s approval.

Only one shipment shall be made to each Buyer per month.

9. **TITLE AND RISK OF LOSS.** Title to any Goods sold and risk of loss of such Goods passes to Buyer upon delivery by Seller to carrier and any claims for losses or damage shall be made by Buyer directly with carrier.

10. **CREDIT TERMS.** All orders and shipments shall at all times be subject to the approval of the Seller’s Credit Department. The Seller reserves the right of declining to make shipment whenever for any reason there is doubt as to Buyer’s financial responsibility and Seller shall not in such event be liable for breach of non-performance of this Agreement in whole or in part. If in Seller’s opinion the financial condition of the purchaser at any time does not justify continuance of production or shipment on the terms of payment specified, Seller may require full or partial payment in advance.

11. **TAXES.** Unless otherwise specifically provided on the face hereof, the price of the Goods purchased is net and does not include sales, use, excise or similar taxes whether International, Federal, State or local. The amount of any such tax applicable to the Goods shall be paid by the Buyer in the same manner and with the same effects as if originally included in the purchase price.

12. **PACKAGING.** Prices stated are based on Seller’s standard packaging. Seller reserves the right of packaging material in pallets, bulk or in individual cartons. Packaging will be standard commercial package and acceptable to commercial carrier. Special customer packaging will be furnished only when specified and so stated herein, and the cost thereof shall be borne by Buyer.

13. **DELAYS.** Unless expressly specified to the contrary, Goods in stock will be shipped immediately, and Goods not in stock will be shipped as soon as possible. However, all shipping dates are approximate and are based upon current availability of materials, present production schedules and prompt receipt of all necessary information. Delivery dates given in advance of actual shipment are reasonable estimates only. Deliveries will be subject to prior orders accepted by Seller. Seller will not be liable for any damage, loss, fault, or expenses arising out of delays in shipment or other non-performance of this Agreement caused or imposed by (1) strikes, fires, disasters, riots, Acts of God; (2) acts of Buyer; (3) storage of labor, fuel, power, materials, supplies, transportation or manufacturing facilities; (4) government action; (5) subcontractor delay; or (6) any other cause or condition beyond Seller’s reasonable control in the event of such delay or non-performance. Seller may, at its option and without liability cancel all



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or any portion of this Agreement and/or extend any date upon which performance hereunder is due.

14. **TERMINATION, CANCELLATION AND CHANGES.** Orders cannot be terminated, cancelled or modified, or shipment deferred after acceptance of Buyer's order by Seller except with Seller's written consent and subject to conditions then agreed upon which shall indemnify Seller against liability and expense incurred and commitments made by Seller and which shall provide for profit on work in process and contract value of products and parts completed and ready for shipment.
15. **ADDITIONAL CHARGES.** If substitute or additional Goods, or repair parts are purchased by buyer from Seller, the terms and conditions of this Agreement shall be applicable thereto, the same as if such substitute or additional Goods or repair parts had been originally purchased hereunder.
16. **RETURNS.** All sales are final and Goods are not returnable by Buyer unless the Goods do not conform to warranties made in this Agreement and provided further that such returns conform to the following conditions: (a) Buyer has notified Seller of return and received a return goods authorization number which number shall be referenced on all return documentation, (b) return transportation charges must be prepaid by Buyer, (c) any repair or replacement of Goods are subject to Seller's determination of defect under the terms of the warranty in this Agreement.
17. **INSTALLMENTS.** Each shipment of Goods under this Agreement shall be deemed a separate Agreement and default as to one shipment shall in no event be deemed a breach of the entire Agreement.
18. **GENERAL CONDITIONS.**
 - A. No agent, salesman, or any other party is authorized to bind Seller by any Agreement, warranty, statement, promise or understanding not herein expressed.
 - B. The sale of Goods pursuant to this order shall be governed by the laws of the State of Wisconsin.
 - C. In addition to the rights and remedies conferred upon Seller by law, Seller shall not be required to proceed with the performance of an order by contract. If Buyer is in default in the performance of any order or contract with Seller, and in case of doubt as to Buyer's financial responsibility, shipments under this order may be suspended or sent sight draft with bill of lading attached by Seller.
 - D. No delay or omission by Seller in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy and shall not be constituted as a bar or a waiver of any such right or remedy on any future occasion.
 - E. This Agreement shall be binding upon and shall inure to the benefit of the Successors, and assigns of Buyer and Seller; provided, however, that Buyer may not assign or transfer this contract, in whole or in part, except upon the prior written consent of Seller.
19. **ENTIRE CONTRACT.** Upon Seller's acceptance of Buyer's order, the terms and provisions set forth herein and in Seller's acknowledgement shall constitute the entire Agreement between Buyer and Seller and no statement, correspondence, sample, or other term shall modify or affect the terms thereof.