

TERMS AND CONDITIONS OF SALE

Acceptance of Orders

Prices stated verbally or in writing are based on current costs and are subject to change without notice prior to shipment. All orders are subject to acceptance and approval by authorized personnel of Seller, and Seller will not be bound by any order not accepted in writing by such personnel. All price lists, quotations, proposals, acceptances of orders, and sales of Seller products are conditional upon and subject to these STANDARD TERMS AND CONDITIONS OF SALE WHICH SHALL BE PART OF ALL CONTRACTS FOR THE SALE OF SELLER PRODUCTS. These STANDARD TERMS AND CONDITIONS OF SALE, together with the terms and product description on the face of Seller's QUOTATION Form and ORDER CONFIRMATION shall take precedence over the product description, terms and conditions set forth in Buyer's order form. Seller will rely upon Buyer's silence after receipt of Seller's ORDER CONFIRMATION as acceptance of the terms, conditions, and product description contained therein, and fabrication and shipment of materials will be made in accordance therewith, unless notice of objection to them is given, in writing, to Seller within ten days after Buyer's receipt of Seller's ORDER CONFIRMATION. The ORDER CONFIRMATION shall constitute the final and complete agreement between Buyer and Seller, and all prior and contemporaneous representations, agreements, and negotiations will be merged therein. Any modifications, alterations, additions, or cancellations thereto are not binding on Seller unless accepted in writing by Seller.

Product Description and Submittals

Notwithstanding any provisions to the contrary contained in Buyer's order form or in any plans and specifications referred to therein, Buyer's return to Seller of an "Approval of Submittal Data." (as hereinafter defined) shall constitute Buyer's specification of the ordered products and agreement to accept promptly after delivery of all products furnished by Seller conforming to the submittal data so approved. Notwithstanding any modifications, limitations, conditions, or exceptions contained in any form of approval, including but not limited to a signature, approval stamp, or transmittal form, which is affixed or attached by Buyer, any higher-tier contractor, the owner of the premises concerned, or the representatives of any of them, to any document or form referring to or containing data prepared by Seller, such form of approval shall constitute an "Approval of Submittal Data" within the meaning hereof. If any modifications, limitations, conditions, or exceptions contained in such "Approval of Submittal Data" refer to specific changes desired in the products covered by the submittal data, then Seller shall be obligated to comply therewith or to notify Buyer that it will not furnish the products described therein, in which latter case, all obligations of Buyer and Seller under any contract for the furnishing of the products covered by such submittal data shall be canceled. In no event will Seller be obligated to comply with modifications, limitations, conditions or exceptions in the "Approval of Submittals" which refer to plans, specifications, or other documents not expressly referred to on the face of Seller's ORDER CONFIRMATION. In the event that Buyer requires Submittal Data and releases the ordered products for fabrication or shipment prior to receipt by Seller of an "Approval of Submittal Data," such release shall constitute Buyer's agreement to accept promptly after delivery the products furnished in accordance with the submittal data last submitted to Buyer or, if none has been submitted, in accordance with the description on the face of Seller's ORDER CONFIRMATION.

In the event that Buyer does not require on the face of its order form that submittal data be approved prior to fabrication of the ordered products, Buyer agrees to accept promptly after delivery the products furnished in accordance with the product description on the face of Seller's ORDER CONFIRMATION, or in accordance with submittal data last furnished by Seller (if any submittal data is furnished without Buyer's request).

Authority of Sales Representatives

Seller's sales representatives or agents have no authority to make any agreements, contracts, or understandings, or to incur any obligations or liability on behalf of Seller. Orders and contracts taken by sales representatives or agents are subject to approval by Seller.

Terms

The commercial terms which apply to Buyer's order are specified on the face of Seller's ORDER CONFIRMATION. Buyer agrees to make prompt payment of all invoices presented on or after the scheduled shipping date as specified on the face of Seller's ORDER CONFIRMATION, whether the invoices presented comprise the entire order or only part of such order. Credit terms herein extended are subject to revocation, to change, or withdrawal by Seller at any time upon notice to Buyer in writing, and Seller reserves the right to demand guarantees, security, or payment prior to commencement of Seller's performance. Buyer's failure to pay for any deliveries when due shall excuse Seller from making further deliveries on this order or on any other order. Credit terms for one order establish no precedent in respect to any subsequent orders. Buyer, any higher-tier contractor, or the owner of property to which the products described herein may become affixed will not be released from liens or claims of any kind unless and until such products have been fully paid for.

Title, Delivery and Risk of Loss

Delivery of products to Buyer shall take place upon delivery to a carrier consigned to Buyer or upon delivery directly to Buyer, whichever occurs first. Title and risk of loss arising from any cause pass to Buyer upon delivery; provided that Seller shall retain a security interest in all products delivered to Buyer until such products are paid for in full. Buyer shall be responsible for insuring all products until such time as the same have been paid for in full, and Buyer shall provide Seller with evidence of such insurance reasonably satisfactory to Seller upon request.

Taxes

Federal, state or municipal taxes (except income taxes) now or hereafter imposed with respect to all sales and/or the production, manufacture, sale, delivery, use, transportation or proceeds of the ordered products specified against such sales will be for Buyer's account, and if paid, or required to be paid, by Seller, the amount thereof will be added to and become a part of the price payable by Buyer.

Prices

Prices are contingent upon the requirements of completing an individual order, including but not limited to product description, quantities, current costs of materials and labor, simultaneous production of other orders for similar products, delivery schedule F.O.B. point and other conditions. Therefore prices will not necessarily be the same or as low as prices charged previously or prices charged during the period of performance of any order, either to Buyer or to other customers. Prices stated verbally or in writing are subject to change without notice prior to shipment.

Patents

If products or parts produced to the specifications of Buyer, or to designs furnished by him, infringe, or are claimed to infringe, any U.S. or foreign patents under which claims are made against either Seller or Buyer, Buyer assumes full responsibility for everything done by Seller in producing such products or parts and agrees to indemnify Seller and to hold Seller free of any and all losses, including expenditures made or incurred for judgments, settlements, attorney's fees, litigation, negotiations, and any and all losses and disbursements directly or indirectly resulting therefrom.

Specifications

In cases of ambiguity in the specifications, drawings, designs, or other requirements of an order, Seller's interpretation of any such requirements shall be final.

Installation, Replacement, and Repairs

Under no circumstances will Seller be required to make or secure installations, replacements or repairs or be responsible for the costs thereof, or for any damages caused by faulty installation or repair.

Deliveries

Times of delivery are only estimated but are not guaranteed. If Buyer has required that an authorization to ship or Approval of Submittal Data (as defined herein) must be obtained from Buyer prior to fabrication or delivery, all estimates of delivery are conditional upon receipt by Seller of such required authorization or required Approval within ten days of the date of Seller's ORDER CONFIRMATION, or if Buyer has required that a release be obtained prior to fabrication, within ten days of Seller's receipt of such release. In any event, Buyer agrees that Seller may deliver at any reasonable time before or after the scheduled shipping date as specified on the face of Seller's ORDER CONFIRMATION. Deliveries of goods are contingent upon the non-occurrence of any cause beyond the reasonable control of Seller, including but not limited to strikes, fires, floods, wars, accidents, delays of carriers, shortages of supplies or materials, delays or default of a supplier or a contractor, government regulation, disruption due to failure of production facilities, and disruption due to failure of transportation facilities. In the event of any delay in performance of delivery due to any cause beyond the reasonable control of Seller, Buyer agrees to accept delivery at such time as delivery can be affected, or if the delay is unreasonable, to compensate Seller for all costs of production, including but not limited to costs of materials, labor, and overhead, incurred up to the time Seller receives written notice of Buyer's desire to have production of the order stopped. Unless Buyer specifies otherwise delivery of products may be made by the carrier selected by Seller by either a single delivery or delivery in lots.

Compliance with Laws

Seller represents that all goods supplied hereunder will have been produced in compliance with applicable federal and state wage and hour laws, including the Fair Labor Standards Act.

Buyer is committed to complying with all laws administered by the United States ("U.S.") Treasury Department's Office of Foreign Assets Control and all other governmental entities imposing economic sanctions and trade embargoes against designated countries, entities and persons ("Economic Sanctions Laws"). Any direct or indirect buyer of Buyer products must be compliant with all applicable Economic Sanctions Laws and shall provide Buyer with proof of such compliance upon request.

Buyer certifies it will not sell, transfer, export, or re-export any Buyer products, software, technical data or services purchased in violation of the export laws of the United States. Buyer agrees to indemnify and hold Seller harmless against any claim, demand, action, proceeding, judgment, penalty, fine, loss, liability, cost or expense (including reasonable attorney's fees) suffered or incurred by Buyer and arising out of or relating to representations made and obligations assumed by Buyer pursuant to the Buyer's certification or the purchase of any Buyer products.

Warranty

Seller warrants its products to be free from defects in material and workmanship for a period of six (6) months from the date of shipment by Seller; EXCLUSIVE, HOWEVER, of failures attributable to the use of materials substituted under emergency conditions for materials normally employed. This warranty covers replacement of any parts furnished from the factory of Seller, but does not cover labor of any kind and materials not furnished by Seller or any charges for any such labor or materials, whether such labor, materials or charges thereon are due to replacement of parts, adjustments, repairs, or any other work done. This warranty does not apply to any equipment which shall have been repaired or altered outside the factory of Seller in any way so as, in the judgment of Seller, to affect its stability, nor which has been subjected to misuse, negligence, or operating conditions in excess of those for which such equipment was designed. This warranty does not cover the effects of physical or chemical properties of water or steam or other liquids or gases used in or around the equipment.

BUYER AGREES THAT SELLER'S WARRANTY OF ITS PRODUCTS TO BE FREE FROM ALL DEFECTS IN MATERIAL AND WORKMANSHIP, AS LIMITED HEREIN, SHALL BE IN LIEU OF AND EXCLUSIVE OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING FROM LAW, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE. THERE ARE NO OTHER WARRANTIES, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. BUYER'S REMEDY FOR BREACH OF WARRANTY, EXCLUSIVE OF ALL OTHER REMEDIES PROVIDED BY LAW, IS LIMITED TO REPAIR, REPLACEMENT AT THE FACTORY OF SELLER OR EXTENSION OF CREDIT FOR ANY PART OR PARTS WHICH SHALL, WITHIN SIX (6) MONTHS FROM DATE OF SHIPMENT FROM SELLER, BE RETURNED THERETO WITH TRANSPORTATION CHARGES PREPAID AND WHICH THE EXAMINATION OF SELLER SHALL DISCLOSE TO HAVE BEEN DEFECTIVE.

Disclaimer of Incidental and Consequential Damages

BUYER AGREES THAT IN NO EVENT WILL SELLER BE LIABLE FOR COSTS OF PROCESSING, LOST PROFITS, INJURY TO GOODWILL, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND RESULTING FROM THE ORDER OR USE OF ITS PRODUCTS, WHETHER ARISING FROM BREACH OF WARRANTY, NONCONFORMITY TO ORDERED SPECIFICATIONS, DEFECTS OF ANY KIND, DELAY IN DELIVERY, ANY NEGLIGENCE ON THE PART OF SELLER, OR ANY LOSS SUSTAINED BY BUYER.

The recommendations of the technical staff of Seller are available to the trade, but Seller does not warrant or guarantee such recommendations.

Cancellation - Inspection - Rejection

Orders for material or products may not be canceled or terminated, either in whole or part. Ordered material or products may not be returned for credit. Seller will replace any material or equipment not conforming to the product description of Seller's ORDER CONFIRMATION only if Buyer notifies Seller, at the address on the face of Seller's ORDER CONFIRMATION, of the particular detail of nonconformance or defect of such material or equipment, by written or telegraphic notice, either before or immediately upon delivery, and only if such nonconforming material or equipment is returned, sold, or otherwise disposed of in accordance with instructions of Seller. Buyer agrees to inspect all of the ordered material or equipment either before or upon delivery and waives all his rights to reject or refuse to accept any nonconforming material or equipment unless notice is given to Seller in the aforesaid time and manner. Buyer may inspect the ordered material at Seller's plant in an area designated by Seller. Buyer agrees that the right of rejection of nonconforming material or equipment, as limited herein, and the right to replacement by Seller with material or equipment conforming to the ordered specifications, are exclusive of all other remedies provided by law. Written authorization must be issued by Seller before any material is returned to its plant.

Dies, Tools, Fixtures, and Productive Equipment

Any charges to customer relating to any production equipment, including but not limited to dies, tools, fixtures or any associated equipment, cover only modifications and additions to Seller's basic production equipment. Such charge, therefore, does not convey to customer or others any rights of ownership or any other rights with respect to such tooling. All tooling shall be Seller's property which Seller shall be free to move, transfer, dispose of, or use in any manner or for any purpose whatsoever, including but not limited to production of products for other customers.

Property or Equipment Furnished by Buyer

Seller will not be responsible for any loss or damage to property or other equipment furnished by Buyer for any reason, whether or not caused by the negligence of Seller, and Seller shall be free to move, transfer, dispose of, or use such property in any manner or for any purpose whatsoever without notice to Buyer. Seller shall not be required to identify such property or to report or to account to Buyer in any way for such property at any time. Buyer agrees to indemnify and save Seller harmless from any claims and expense (including expense of litigation) for bodily injury and property damage which may arise or result from the use of Buyer's property, whether or not arising from joint or concurring negligence of other parties.

Governing Law

It is agreed that the parties hereto intend that all questions as to validity, interpretation, and required performance, arising out of any contract between them are to be governed by the laws of the State of Wisconsin (Uniform Commercial Code). No contract between the parties shall be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly disclaimed. No action for breach of any sales contract, including these terms and conditions of sale, or any covenant or warranty arising herefrom shall be brought more than one year after the cause of action has accrued. Any legal suit, action or proceeding arising out of the relationship between Seller and Buyer shall be instituted in the federal or state courts located in Milwaukee County, Wisconsin, and each Seller and Buyer each irrevocably submits to the exclusive jurisdiction of such courts.