



SUPPLEMENTAL TERMS & CONDITIONS OF SALE

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ACCEPTANCE OF ORDERS

If Buyer's order is made under an existing written contract between Buyer and Seller, Buyer's order is accepted subject to the terms of that written contract. If there is no such written contract, Seller hereby accepts Buyer's order under the terms and conditions hereof, provided that Seller also hereby objects to any terms which are in conflict with or additional to those stated herein. Acceptance by Buyer of any goods or services provided hereunder shall constitute acceptance by Buyer of the terms stated herein. If this document is construed as an offer to sell, then acceptance by Buyer is limited to the terms stated herein and Buyer is hereby notified of Seller's objection to any terms additional to or different from those stated herein. The term "Seller" means the entity identified as seller on the order confirmation or invoice accompanying these terms and conditions or its duly authorized representative. The term "Buyer" means the person or entity purchasing goods thereunder.

PRICES

All prices are in U.S. Dollars and are firm. Seller reserves the right to make corrections to prices quoted or agreed upon due to incomplete or inaccurate information from Buyer.

CHANGE ORDER PROCEDURE

Buyer is responsible for submitting to Seller a change order request for any out of scope additions or design changes. Upon receipt, Seller will immediately acknowledge request and submit an estimated lead-time for providing the change order quote and project timeline impact statement. Any changes to the order outside of the scope defined in the contract are subject to change orders. All quoted schedules and timelines are subject to change as a result of any change order request or executed change order.

SHIPPING AND DELIVERY; LICENSE

Unless otherwise indicated on the face hereof all goods sold hereunder shall be sold FOB at Seller's facility, and all expenses and risk of loss for any damages incurred in the transportation of goods from Seller's facility shall be the responsibility of Buyer. Buyer shall notify and file claim against carrier for any such goods lost or damaged in transit. If this contract pertains to goods to be shipped upon Buyer's release orders, unless other arrangements have been agreed to in writing, Buyer shall take delivery of such goods under a delivery schedule that is reasonable under the circumstances. If Seller determines in its sole discretion that Buyer's credit has become unsatisfactory to it at any time, Seller shall have the right to decline to make further deliveries hereunder except for cash until such time as said credit has become re-established to Seller's satisfaction. Upon receipt of payment in full, Seller grants to Buyer a limited, perpetual, non-exclusive, non-transferable license to use the software and logic included with the goods (the "Software") solely with the specific goods with which the Software ships. Buyer may not sublicense, copy, distribute, create derivative works of, or reverse engineer the Software.

PAYMENT

Payment is due from Buyer on the terms set forth on the face hereof. In addition to other remedies upon default in payment, Buyer shall pay (a) interest on past due amounts at the rate of [1-1/2] percent per month, and (b) all costs of collection, including court fees, out of pocket expenses, and attorneys' fees of Seller. Seller has the right in its sole discretion to suspend shipments without penalty or liability if any payment is past due.



ALLOCATION OF GOODS

Seller at its sole discretion may allocate its available supply of goods among itself and its customers on such a basis as Seller deems equitable, without obligation to purchase similar or replacement goods from other sources to satisfy any order. This section shall not eliminate any other rights or remedies available to Seller under this contract, in equity or by law.

REJECTION OF NONCONFORMING GOODS

Buyer agrees to inspect and test the goods upon delivery at the place of destination, prior to co-mingling with any other material, and shall have [three (3)] days, or such other period as Seller may agree in writing, after such delivery to either accept or reject such goods (the "Inspection Period"). Any such rejection shall be in writing and shall identify each alleged nonconformity of the goods, and describe that portion of the shipment being rejected. Seller shall respond with instructions as to the disposition of the goods. Buyer's failure to give such notice, or production use, or test use beyond the Inspection Period (including without limitation application of power or compressed air to the goods) shall constitute Buyer's acceptance of the goods and waiver of any claims that may arise out of any defect or non-conformity.

LIMITED WARRANTY AND LIMITATION OF REMEDY AND DAMAGES.

For a period of one (1) year following Buyer's receipt of goods (the "Warranty Period"), Seller warrants that the goods delivered to Buyer hereunder shall conform to the specifications of this contract, if any; otherwise, they shall conform to Seller's standard published specifications during the Warranty Period. Seller warrants goods only if buyer operates and maintains goods per seller's recommendations. Buyer's sole remedy shall be, in Seller's sole discretion, repair, refund, or replacement of the parts not conforming to the warranty. The above warranty is a parts-only warranty, does not include labor, freight or other services, and Seller shall not be responsible for any labor, freight or other services or costs associated with diagnosis, repair, replacement or other services required to bring the goods into conformity with the above warranty. Seller's entire liability and Buyer's exclusive remedy for any and all losses and damages for any cause of action arising out of this contract, whether based on contract, negligence (including Seller's negligence), strict liability or otherwise, with respect to such goods or delivery of such goods shall be limited, at Seller's option, to replacement of the nonconforming or defective goods or payment to Buyer in an amount to not exceed the purchase price of such goods. Any claim shall be waived unless made in writing within thirty (30) days of Buyer's receipt of such goods. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT, SPECIAL OR INCIDENTAL DAMAGES OR EXPENSES WHATSOEVER WHICH MAY ARISE AS A RESULT OF THIS CONTRACT OR OTHERWISE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, WHETHER USED ALONE OR IN COMBINATION WITH OTHER GOODS. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED. This warranty is afforded by Seller only to Buyer. If Buyer elects to afford any warranty to its customers, Seller shall have no liability whatsoever in connection therewith. Employees and sales representatives of Seller are not authorized to make warranties; oral or written statements by them do not constitute warranties and shall not be relied upon. Any action by or on behalf of Buyer or its successors or assigns for breach of this contract must be commenced within [one (1)] year after the cause of action has accrued.

INDEMNIFICATION BY BUYER

Buyer shall defend, indemnify, and hold harmless Seller and its directors, officers, employees and agents from any claims, damages, or expenses, including attorneys' fees (whether incurred by Seller in defending a claim to enforce this agreement, or otherwise), arising or alleged to arise from (a) the sale of any goods purchased hereunder, (b) the use, handling, treatment, storage, disposal, transportation, maintenance, or re-sale by Buyer of any goods



purchased hereunder, (c) any asserted deficiencies or defects in the goods supplied hereunder caused by any alteration thereof made by Buyer with or without Seller's consent, (d) Buyer's failure to adequately mark the goods or containers for the goods with any warnings or other notices required by any federal, state, or local law or administrative rule or regulation, (e) Buyer's breach of any terms or conditions stated herein, (f) the special marking of goods or containers in accordance with Buyer's instruction, or (g) any act or omission of Buyer; irrespective of whether such claim, damage or expense is caused, or alleged to be caused, in whole or in part by the joint, comparative, or several negligence or other breach of duty by Seller, or whether such claim, damage, or expense is asserted under a strict or other product liability theory or any other legal theory. The foregoing indemnification shall not be construed to eliminate or in any way reduce any other indemnification or right which Seller has by law.

TAXES AND DUTIES

Stated prices do not include taxes or duties of any nature. Buyer shall pay any tax or duty or other governmental charge on or related to the goods sold hereunder, imposed by any governmental authority, except taxes on income to Seller, unless tax exemption certificates in a form satisfactory to Seller are supplied by Buyer to Seller. If Seller is required to pay any such taxes or charges (other than taxes on income to Seller), Buyer shall promptly reimburse Seller therefor.

CANCELLATION

An order placed with and accepted by Seller can be cancelled by Buyer only with Seller's written consent and upon terms that indemnify Seller against all loss or damages. Seller may cancel all or any part of this contract and discontinue its performance hereunder without liability to Buyer in the event (a) Buyer breaches this contract, becomes insolvent files or is the subject of a bankruptcy, or is the subject of a receivership liquidation, dissolution or similar proceeding, or (b) a significant portion of Buyer's assets necessary for the conduct of its business becomes subject to attachment, embargo or expropriation.

BUYER'S REPRESENTATIONS

Buyer represents, acknowledges and agrees that:

1. Buyer has read and understands all information relating to goods which is contained in any material safety data sheet (or other documents) provided with such goods;
2. all technical advice, recommendations and services of Seller are intended for use only by persons having skill and are at Buyer's own risk, and Seller assumes no responsibility therefor and Buyer hereby waives all claims against Seller for results obtained and damages incurred from the use of Seller's advice, recommendations or service;
3. Buyer shall provide all information supplied to it by Seller with respect to the goods to any subsequent purchasers of such goods, and if goods sold hereunder are to be relabeled by Buyer, such relabel must, at a minimum, include all health, safety, and environmental information in Seller's label and be labeled in accordance with all applicable laws; and
4. Buyer will secure all necessary licenses and permits and will comply with all applicable laws and regulations governing the use, possession, storage, transportation, maintenance, handling, treatment, disposal and sale of the goods, and will warn all persons (including but not limited to Buyer's employees, contractors and customers) who may become exposed to the goods of the hazards associated therewith and to take all action necessary to protect such persons from said hazards.

FORCE MAJEURE

Buyer shall not be entitled to damages and shall not have the right to terminate this contract because of any delay or default in the performance of any obligation by Seller hereunder, if such delay or default is caused by conditions



beyond Seller's control, including, but not limited to: acts of God; governmental action or inaction or restraint; continuing domestic or international disturbances, such as war or insurrections; strikes; fires; floods; work-stoppages; embargoes; unavailability of equipment; and/or lack of materials. Any suspension of performance by reason of this section shall be limited to the period during which such causes of failure exist.

SEVERABILITY

In the event any provision hereof is found to be invalid or unenforceable, Seller may elect to either (a) terminate this contract if not fully performed by it, or (b) consider this contract severable as to such provisions and such provisions shall thereafter be deemed deleted from this contract without affecting or impairing any other part hereof. In such latter event, the remainder of this contract shall be in full force and effect as if such severed provision were never a part of the same.

GOVERNING LAW; VENUE; JURISDICTION

This order shall be governed by the law of the State of Wisconsin notwithstanding any state's choice of law rules. In the event that Seller elects to institute litigation against Buyer pertaining to directly or indirectly to any transaction between or to the business relationship of Seller and Buyer, any such action shall be filed and maintained only in a state or federal court of competent jurisdiction sitting in such State, and Buyer consents irrevocably to the jurisdiction of the courts of such State over its person. In such event, service of process shall be considered effective if served by certified mail, return receipt requested.

COMPLETE AGREEMENT; AMENDMENTS

These terms and conditions, together with the terms on the face hereof and in the written agreement, if any, constitute the entire agreement between the parties with respect to the subject matter hereof, and no amendments, modifications or revisions thereof shall have any force or effect, unless the same are in writing and executed by the parties hereto. No modification shall be effected by the acknowledgment or acceptance of documents containing different terms.

ASSIGNMENT

Buyer may not assign, transfer or sell all or any of its rights or delegate all or any of its obligations hereunder without the prior written consent of Seller. Subject to these restrictions, this contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

WAIVER

Failure of Seller to enforce at any time any of the provisions of this contract, irrespective of any previous action or proceeding taken by it, shall in no way be considered (a) a waiver of such provisions, (b) to affect the validity of this contract, or (c) to preclude or prejudice the Seller from exercising the same or any other rights it may have under the contract.

BUYER'S SOLVENCY

By placing an order with Seller or by accepting goods delivered by Seller, Buyer represents that it is not "insolvent" as that term is defined under Wisconsin law. In the event that Buyer becomes insolvent before delivery of the goods, Buyer shall immediately notify Seller. A failure to so notify Seller shall be construed as a reaffirmation by Buyer of Buyer's solvency at the time of delivery.

SECURITY INTEREST

To secure payment of the purchase price for goods sold hereunder, Buyer hereby grants to Seller a purchase money security interest in all such goods and proceeds thereof and authorizes Seller to file any financing statements and take such other action as may be necessary or desirable to perfect such security interest.