

TERMS AND CONDITIONS

1. This order must be acknowledged. However, receipt from the Seller of any documents purporting to be an acceptance of this order, or receipt of goods shipped or work performed under this order, does not constitute and assent by the Buyer to any terms or conditions which are different from or additional to the terms and conditions on the face and reverse sides hereunder, and any such additional terms and conditions are rejected and do not become a part of the agreement between the parties unless expressly assented to in writing by the Buyer. Any Seller's acceptance of this purchase order constitutes acceptance by the Seller of all terms and conditions contained herein. This purchase order may be accepted only on the exact terms and conditions set forth herein and these terms and conditions supplant and supersede the terms and conditions of Seller's proposal or acknowledgement form, if any. No change or modification of this order shall be made without the Buyer's specific written consent. This purchase order, represents the entire agreement between the parties and is the complete and exclusive statement of the terms hereof. Any amendment or modification of this purchase order must be written and executed by Buyer.
2. Seller agrees in acceptance of this order that Buyer is thereby entitled to any and all applicable price incentives, quantity discounts, freight allowances, cash terms, etc., provided by the Seller direct to Buyer.
3. Seller and all of its subcontractors shall abide by the applicable requirements of 41 CFR sections 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
4. **INDEMNIFICATION:** Seller agrees to indemnify and hold harmless Buyer, its affiliates, officers, employees, agents, successors, assignors and customers from any and all loss, damage, liability, cost or expense of whatever nature or cause arising out of any conduct, act, or omission of Seller in its performance of this purchase order. The foregoing includes, without limitation, any of Buyer's incidental or consequential damages and any injury or damage to the person or property of Buyer, its affiliates, officers, employees, agents, successors, assignors and customers, Seller, or any third party, and their respective employees, agents, and independent contractors. Seller agrees to furnish to the Buyer upon request evidence of contractual liability insurance covering, among other obligations of Seller, the above indemnity agreement with minimum limits of \$500,000 bodily injury liability per person, \$1,000,000 each occurrence, and \$500,000 property damage liability each accident. Indemnification shall include any and all work on Buyer's premises if so required in performance of this purchase order. In the event of material change or cancellation of the insurance, ten (10) days prior notice must be given by the insurance company or agent issuing this certificate to the Buyer, and must be so indicated on the certificate.
5. The Seller agrees, in accepting this order, that the merchandise purchased hereunder has been manufactured and delivered in accordance with the provisions of the Fair Labor Standards Act, as amended.
6. Seller guarantees that the goods purchased hereunder are as of the date of delivery or shipment, to be, on such date not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended including, but not limited to, the Food Additives amendment of 1958, and are not articles which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce or similar state or local statute or ordinance.
7. Seller warrant that each item supplied pursuant to this order complies with all existing standards promulgated and adopted pursuant to the Occupational Safety and Health Act of 1970, as amended.
8. **ASSIGNMENT-DELEGATION.** No right or interest under this order shall be assigned by the Seller without the written permission of the Buyer, and no delegation of any obligation owed by the Seller shall be made without the written permission of the Buyer. Any attempted assignment or delegation shall be wholly void and shall automatically be deemed a material breach of this order relieving Buyer from any further obligations hereunder.
9. **DELAYS.** If Seller shall fail or refuse to proceed with this order, or if Seller shall fail to make delivery of all items within the time specified by Buyer, Buyer shall have the right to cancel all or any part of this order as well as the right to assert other remedies which may be available at law or equity including, but not limited to, the right to cover any incidental or consequential damages and the right to cover as defined in the Uniform Commercial Code. Time is of the essence to this contract.
10. **SHIPPING CHARGES.** Unless otherwise agreed to in writing by Buyer, this is a "destination" contract and all goods, subject to this order shall be furnished f.o.b. Buyer's factory. Charges for any drayage, storage, packing or crating shall not be allowed unless agreed to in writing by Buyer.
11. **SHIPMENTS.** Unless otherwise provided herein, Seller shall advise Buyer of exact shipping date when acknowledging this order. If no delivery date is specified herein, Buyer reserves the exclusive right to specify subsequently the delivery date for any and all quantities specified herein, pursuant to its requirement. Seller shall promptly advise Buyer of its inability to make timely shipment. Buyer reserves the right to cancel this order if not shipped promptly as specified. Seller shall not ship prior to any date specified by Buyer unless otherwise notified by Buyer. It is Seller's responsibility to comply with this schedule but not to anticipate Buyer's requirements. Buyer reserves the right to defer shipment on this order if Buyer's production is delayed on account of strikes in Buyer's plant or the plant of any of Buyer's suppliers or other conditions beyond Buyer's control. Unless otherwise agreed to in writing by Buyer, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule. Goods shipped in advance of schedule may be returned to Seller at Seller's expense.
12. **INVOICES.** The date of payment of discountable invoices will be computed from the latter date of receipt of material or invoice. On invoices returned for correction, the cash discount period will date from the receipt of corrected invoice.
13. **PRICE.** If price is not stated in this order, the goods shall not be billed at a price higher than the price last quoted without the written consent of Buyer. If prices in effect on the date of this order are reduced prior to date of shipment or billing, the goods subject to this order shall be billed at such lower price. If price is not stated in this order and a price has not been quoted, then the Buyer and Seller will agree upon the price of the goods at least five days prior to the date of delivery. In the event that the Buyer and Seller fail to agree by that, neither Buyer nor Seller will be bound by this contract and this contract shall be null and void.
14. **INSPECTION.** Buyer shall have the right to inspect and approve the goods at the time and place of delivery before paying for or accepting them. Buyer's count and weight shall be accepted as final in any shipment not accompanied by a packing slip. If trademark appears, it must not mar finish or hinder use of part ordered.
15. "Under the North American Free Trade Agreement, a valid certificate of origin is required to receive the preferential rate of duty. In the event your certificate (if applicable), is rendered invalid by a customs administration due to an incorrect origin criterion, we will require reimbursement of any cost arising from the use of the invalid certificate."
16. **DEFECTIVE GOODS.** In addition to other remedies which may be available at law or equity. Buyer may, at its option, return any non-conforming or defective goods to Seller for full credit and all transportation charges to and from the original destination shall be paid by Seller. In the alternative, upon written notice by the Buyer, Seller shall promptly correct or replace the defective goods at Sellers expense. If Seller shall fail to do so, Buyer may cancel this order as to all such goods, and in addition, may cancel the then remaining undelivered balance of this order. After such notice to Seller, all such goods shall be held at Seller's risk. Buyer may return such goods at Seller's risk and all transportation charges to and from the original destination shall be paid by Seller. Any payment for such goods shall be refunded by Seller unless Seller promptly corrects or replaces the same at its expense. Under all circumstances, and in any event, Buyer shall also have the right to cover as that right is defined in the Uniform Commercial Code. In the event any goods furnished hereunder are or become defective in any respect, whatsoever, Seller agrees to defend, indemnify and hold harmless Buyer from any and all loss, liability, cost or expense (including attorney's fees) by reason of any injury or damage, whether direct or indirect, consequential, or otherwise, including all claims of such injury or damage, to persons or property relating to such defect, Seller also agrees to indemnify and pay to Buyer any and all incidental and consequential damages buyer may incur by reason of any defective or non-conforming goods delivered to Buyer.
17. **CANCELLATION.** In addition to other remedies which may be available at law or equity, Buyer reserves the right to cancel part or all of this order immediately, without charge, due to quality defect, non-conformance with any of the terms of this order, or upon the happening of any of the following: Seller ceasing to conduct its operation in the normal course of business; insolvency of Seller; filing by or against Seller of a petition initiating a proceeding under the bankruptcy laws; appointment of a receiver or trustee for Seller or any part of its assets; execution by Seller of any assignment for the benefit of creditors. Buyer may cancel this order for any other reason upon giving to Seller reasonable written notice of its intent to cancel. In no event shall Buyer be required to give notice more than sixty (60) days before cancellation becomes effective.
18. **SPECIFICATION.** Goods ordered according to Buyer's drawings and specifications are to be manufactured in accordance with the latest issue of such drawings and specifications supplied by Buyer and such drawings and specifications are to be considered a part of this order.
19. **WAIVER.** No waiver by Buyer of any breach of any provision of this order shall constitute a waiver of any other breach or provision. No act, conduct or failure to act of Buyer shall constitute a waiver of any provision contained herein unless such waiver is in writing, executed by Buyer and delivered to Seller.
20. **REMEDIES.** Buyer shall have all remedies allowed by law and all remedies herein provided are cumulative and not exclusive thereof.
21. **APPLICABLE LAWS.** This order shall be construed and governed according to the laws of the State of Wisconsin. Seller hereby submits to the jurisdiction of the courts of the State of Wisconsin and any federal district court within the State of Wisconsin.
22. It is hereby understood between Buyer and Seller that the operating unit of Buyer will specify delivery dates and quantities of goods to be delivered directly with Seller. In providing such specifications, Buyer's operating units may use printed documents which may contain terms and conditions which differ and vary from the terms and conditions contained herein. The terms and conditions of this Purchase Order control and are not modified, altered or amended in documents used by Buyer's operating units except to the extent such documents specify delivery dates and quantities of goods to be delivered.