

I. Acceptance. No terms and conditions other than the terms and conditions contained herein (the "Agreement") shall be binding upon Seller unless accepted by it in a writing signed by Seller. All terms and conditions contained in any other oral or written communication which are different from or in addition to the terms and conditions herein are hereby rejected and this document is the complete and exclusive statement of the terms, save for purchase orders submitted by Buyer for the purchase of the items contemplated by this Agreement (the "Products") which are consistent with this document and which are accepted by Seller (a "PO").

II. Shipment and Inspection. Subject to any contrary terms contained in a PO which are expressly accepted by Seller, all Products are shipped F.O.B. Seller's facility and Buyer shall be responsible for arranging for and paying the carrier. Risk of loss and title shall pass to Buyer upon delivery to Buyer's carrier. The cost of any special packing or handling required by Buyer or the nature of the Products shall be borne by Buyer. Claims for damage, shortage or errors in shipping must be reported within two (2) days following delivery to Buyer. Buyer shall have ten (10) days from the date Buyer receives any products to inspect such products and services for defects and nonconformance which are not due to damage, shortage or errors in shipping and notify Seller, in writing, of any defects, nonconformance or rejection of such Products. After such ten (10) day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the Products for any reason or to revoke acceptance. Buyer hereby agrees that such period is a reasonable amount of time for such inspection. Buyer agrees that Seller may overship Products in any delivery in an amount not to exceed ten percent (10%) of the total order quantity without penalty and with the right to bill for the entirety of such order. Neither party shall be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its reasonable control, including but not limited to acts of God, civil disorders, acts of any civil or military authority, judicial action, terrorist acts, natural disasters, pandemics, shortage of raw materials and strikes and other labor problems or shortages.

III. Price and Payment. Terms are net thirty (30) days unless otherwise noted. Seller reserves the right at any time to suspend, limit or otherwise modify the terms of such credit whenever, in Seller's opinion, Buyer's financial condition so warrants (including requiring Buyer to make cash payment or provide other security prior to or upon tender by Seller of delivery of Products). A monthly charge of one and one percent (1%) on all sums outstanding will be added to each past due amount and Seller shall be entitled to all costs of collection (including reasonable attorneys' fees). Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including, but not limited to, federal, state, provincial and local sales, excise value added goods and services taxes and any other taxes. Buyer shall have no right to order any change or modification to any PO or otherwise cancel any PO without Seller's written consent and payment to Seller of all charges, expenses and reasonable profits owed to or incurred by Seller. If Buyer fails to remove any property from Seller's facility within a reasonable period (but in no event, longer than 30 days) after notice from Seller, Seller shall be entitled to assess a reasonable storage fee and/or dispose of or return such property to Buyer at Buyer's sole expense. If Seller has purchased any specialty or unique raw materials or components specifically to service Buyer, Seller may invoice Buyer for such materials or components at its cost and subject to the further payment terms set forth herein. In addition, Seller reserves the right to invoice Buyer for all costs and expenses incurred by Seller (including labor costs) in the maintenance and repair of any of Buyer's property upon the termination of the supply relationship between the parties.

IV. Warranty. The exclusive and limited warranty provided by Seller hereunder is that the Products will conform to those specifications provided by Buyer and accepted in writing by Seller for a period of 60 days from shipment (the "Warranty"). OTHER THAN THE WARRANTY, SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS, AND THE BUYER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Warranty applies only to the extent that any nonconforming Products have been properly handled, used installed and/or maintained. Seller recommends that Buyer independently test the Products to determine suitability for the intended use and of any materials used in the manufacture of the Products (and Buyer is not relying upon Seller to determine said suitability).

V. Limitation of Liability. In the event that it is determined that the Warranty has been breached, the liability of Seller and the exclusive remedies available to Buyer will be limited to the repair or replacement of the Product by Seller or the return of the purchase price of such Product, as determined by Seller in its sole discretion. SUBJECT TO THE FOREGOING LIMITATIONS, SELLER'S LIABILITY FOR ANY OTHER CLAIM RELATING TO THE PRODUCTS OR ANY SERVICE PROVIDED BY IT TO BUYER, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT. IN ADDITION, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS SAVINGS, BUSINESS INTERRUPTION OR LOSS OF ANTICIPATED BENEFITS, ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES AND/OR PRODUCT(S), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VI. General Indemnification. Subject to the limitations on liability set forth in Section V, Buyer shall indemnify and hold Seller and their respective affiliates, shareholders, members, directors, officers, employees and agents ("Seller Indemnified Parties") harmless from and against any loss, liability, damage or expense, including reasonable attorneys' fees ("Losses"), Seller may incur as a result or, arising out of or by reason of any breach, misrepresentation or nonfulfillment on the part of Buyer of this Agreement. Buyer shall further hold Seller Indemnified Parties harmless from and against Losses resulting from or relating to Buyer's or its customers' use, marketing, distribution or sale of the Products.

VII. Infringement Indemnification. Buyer shall indemnify, defend and hold harmless Seller and Seller Indemnified Parties from and against any and all claims, demands, complaints, or actions of third parties brought against Seller alleging that the Products made by Buyer infringe any patent, copyright or other intellectual property right of a third party in any jurisdiction within and outside of the United States. The claims, demands, complaints and actions covered hereunder include all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions. The foregoing obligations of Buyer shall not apply to the extent the infringement claim is caused by: (a) alteration or modification of the Products other than by, or as authorized by, Buyer or its agents, including the Modifications; (b) combination of the Products with products other than those provided by, or authorized by, Buyer or its agents unless Buyer knew of such combination and approved it, or (c) Seller's use of the Products in a manner inconsistent with Buyer's recommendations or their intended purpose, and in any such event, Seller shall indemnify, defend and hold harmless Buyer.

VIII. Representations. Buyer represents and warrants that: (a) the Products, their specifications and their sale or use do not and will not infringe any intellectual property rights of any third party, including, but not limited to, any trade secret, trademark, copyright or patent (except to the extent designed by Seller), and (b) the marketing, sale, distribution and use of the Products by Buyer comply and will comply with applicable laws and regulations.

IX. Confidentiality. Any confidential, proprietary or nonpublic information, including, but not limited to, any specifications, technical information, business information or any intellectual property ("Confidential Information") disclosed to either party shall be the sole property of such disclosing party. Both parties shall not disclose, copy, reproduce, reverse engineer or transfer Confidential information of the other party to any third parties or use for purposes other than fulfilling its obligations under this Agreement and the respective PO. Confidential Information shall not include information that at the time of first disclosure to the receiving party: (i) is, or thereafter becomes, generally available to the public other than as a result of a breach of confidentiality by the receiving party; (ii) is, or thereafter becomes, available to the receiving party on a non-confidential basis from an unaffiliated third-party source who is not under any duty of confidentiality with respect thereto; (iii) was previously in the possession of the receiving party; or (iv) is required to be disclosed pursuant to applicable law or judicial process, provided that the receiving party shall, if legally permissible, provide prompt written notice to the disclosing party of the intent to disclose.

X. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin (regardless of the laws that might be applicable under principles of conflicts of laws) as to all matters, including, but not limited to, matters of validity, construction, effect and performance. The parties hereby irrevocably consent to the exclusive jurisdiction of the courts of the State of Wisconsin in Washington County, and the federal courts for such jurisdiction, and waive any contention that any such court is an improper venue for enforceability of this Agreement. Buyer acknowledges Seller's right to a lien with respect to amounts due hereunder as provided by applicable law. The failure of Seller to insist upon performance of any provision or to exercise any right or privilege granted to Seller in this Agreement shall not be construed as waiving such provision or privilege. The invalidity of any terms or provisions hereof shall not affect the validity of the remaining terms or provisions, and this Agreement shall be construed as if such invalid terms or provisions had been omitted.