1. ACCEPTANCE, GOVERNING PROVISIONS AND CANCELLATION.

This writing constitutes the complete and exclusive statement of the terms and conditions of sale of the products and/or services described herein, and Seller’s obligation to sell is expressly conditioned upon assent to these terms and conditions. Buyer will be deemed to have assented to these terms and conditions unless Seller receives written notice of Buyer’s objection within 5 days of the date hereof. No additional or different specifications will be binding upon Seller unless specifically agreed to in writing; failure of Seller to object to provisions contained in any purchase order or other communication from the Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. No order accepted by Seller may be cancelled or altered by the Buyer except upon terms and conditions acceptable to Seller, as determined by Seller’s written consent. In the event of such an approved cancellation by Buyer, Seller shall be entitled to payment for all finished and in-process goods, as well as any costs incurred in the preparation of Buyer’s order to date of the cancellation.

2. DELIVERY, CLAIMS AND DELAYS.

Delivery of products to a carrier at Seller’s plant or other loading point shall constitute delivery to Buyer; and regardless of shipping terms or freight payment, all risk of loss or damage shall be borne by Buyer. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of his obligations to accept remaining deliveries. Further, use of the products by the Buyer shall constitute a waiver of any claim for delay.

Claims for shortages or other errors in delivery must be made in writing to Seller within 10 days after receipt of shipment and failure to give such notice shall constitute unqualified acceptance of delivery of all materials or different specifications, if any, as purchased by Buyer. Claims should be made to the carrier and not to Seller.

Seller shall not be liable for any damage as a result of any delay due to any factor or event beyond Seller’s reasonable control, including, without limitation, an act of God, act of the Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, a war, riot, delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities. All such factors and/or events shall extend the delivery date for a period equivalent to the time lost by reason of such factors and/or events, if any, thirty (30) days.

3. CHANGES.

Seller may at any time make such changes in design and construction of products as shall constitute an improvement in the judgment of Seller. Seller may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or nonavailability of materials from suppliers.

4. PAYMENT.

Unless otherwise expressly stated on the face hereof, all prices are subject to change without notice; and the price of products on order but unshipped will be adjusted to the price in effect at the time of shipment. Products are sold f.o.b. Seller’s plant unless otherwise stated.

Full invoice amount is due in 30 days from date of invoice (“due date”) unless otherwise expressly indicated on the reverse side, and a late payment charge of one and one-half percent (1-1/2%) per month may be added to any invoiced amounts unpaid when due if not prohibited by law, otherwise at the highest lawful contract rate. Buyer shall reimburse Seller, upon demand, for any costs of collection incurred by Seller, including reasonable attorneys’ fees. Invoices may be submitted as partial shipments are made. If during the period of the contract the financial condition of Buyer does not justify the terms of payment specified, Seller may demand full or partial payment in advance before proceeding with the contract. If shipment is delayed beyond the scheduled date by Buyer, payment shall be due in full when Seller is prepared to make the shipment. If Buyer defaults in payment, then the entire unpaid contract price shall immediately become due and payable upon demand, or, at Seller’s option without prejudice to other lawful remedies, may defer delivery or cancel this contract.

5. SECURITY INTEREST.

Buyer hereby grants to Seller a security interest in the products and the proceeds thereof, to secure payment of all sums to become due the Seller hereunder; and any other indebtedness owing at any time by Buyer to Seller. The Seller shall have, upon a default in payment, all of the rights and remedies of a secured party under the Uniform Commercial Code. Buyer shall execute and deliver to the Seller on the Seller’s request financing statements to perfect the security interest, and Buyer shall take such further action as shall be necessary or desirable to preserve and protect Seller’s security interest.

6. TAXES AND OTHER CHARGES.

Any manufacturer’s tax, retailer’s occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by the Buyer in addition to the prices quoted or invoiced. In the event the Buyer is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore; or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the same.

7. WARRANTIES.

Seller warrants products manufactured by it and supplied hereunder to be free from defects in materials and workmanship under normal use and proper maintenance for a period of twelve months from date of shipment. If within such period any such products shall prove to be Seller’s reasonable satisfaction to be defective, such products shall be returned to Seller at Seller’s expense and乙方 shall be entitled to the return of its purchase price; such products shall not be returned to Seller except at Seller’s expense, and such products shall be conditioned upon Seller’s receipt of written notice of any alleged defects no later than 10 days after its discovery within the warranty period and, at Seller’s option, the return of such products to Seller, f.o.b. its factory, when such return is feasible. Seller reserves the right to satisfy its warranty obligation in full by reimbursing Buyer for all payments it makes hereunder. All such rights shall be transferred to Buyer. Such rights may be transferred to Buyer in whole or in part and without Seller’s prior consent.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT TO TITLE) INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, OR OTHERWISE, and in no event shall the Seller be liable for claims (based upon breach of express or implied warranty, negligence, product liability, or otherwise) for any other damages, whether direct, incidental, foreseeable, consequential, or special.

8. NON-LIABILITY FOR DAMAGED APPARATUS.

Seller will not be responsible for any damage resulting from improper storage or handling prior to placing the products in service and will not assume any responsibility, except in so far as liability for repairs made outside its works without proper written consent.

9. PATENTS.

Buyer will not be liable for any award against Buyer for any infringement of patent rights, unless such alleged infringement consists of the use of such products, or parts thereof, on products purchased and manufactured by Buyer in the ordinary course of business. Buyer shall bear all costs of defending such allegations of infringement, whether the rights are Seller’s or others, in any courts or tribunals as may be necessary or desirable to preserve and protect Seller’s security interest.

The foregoing statements the complete and exclusive statement of the terms and conditions of sale of the products and/or services described herein, and Seller’s obligation to sell is expressly conditioned upon assent to these terms and conditions. Buyer will be deemed to have assented to these terms and conditions unless Seller receives written notice of Buyer’s objection within 5 days of the date hereof. No additional or different specifications will be binding upon Seller unless specifically agreed to in writing; failure of Seller to object to provisions contained in any purchase order or other communication from the Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. No order accepted by Seller may be cancelled or altered by the Buyer except upon terms and conditions acceptable to Seller, as determined by Seller’s written consent. In the event of such an approved cancellation by Buyer, Seller shall be entitled to payment for all finished and in-process goods, as well as any costs incurred in the preparation of Buyer’s order to date of the cancellation.

12. STORAGE.

If the products are not shipped within 15 days after notification to Buyer that they are ready for shipping, for any reason beyond Seller’s reasonable control, including Buyer’s failure to give shipping instructions, Seller may store such products at Buyer’s risk in a warehouse or yard or upon Seller’s premises, and Buyer shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices therefor.

13. TECHNICAL INFORMATION.

Any sketches, models or samples submitted by Seller shall remain the property of Seller, and shall be treated as confidential information unless the Seller has in writing indicated a contrary intent. No use or disclosure of such sketches, models and samples, or any design or production techniques revealed thereby, shall be made without the express written consent of the Seller.

14. REMEDIES AND JURISDICTION.

Buyer agrees and understands that this agreement with the Seller shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to the conflict of law principles thereof. The Buyer irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Wisconsin and of the institution of any such suit or proceeding arising out of or relating to this agreement and the transaction contemplated thereby (and buyer agrees not to commence any action, suit or proceeding relating thereto in any such court).

Buyer agrees irrevocably and unconditionally to waive any objection to the laying of venue of any action, suit or proceeding arising out of this agreement or the transactions contemplated hereby, in the courts of the State of Wisconsin or the United States of America located in the State of Wisconsin and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.