

RETLAW INDUSTRIES, INC
GENERAL TERMS AND CONDITIONS OF SALE OF GOODS

Notwithstanding any other provision to the contrary, the following terms and conditions (these "Terms and Conditions") shall apply to any sale of goods ("Goods") by RETLAW INDUSTRIES, INC., a Wisconsin Corporation ("Seller"), having a place of business at 520 S. Industrial Drive, Hartland, WI 53029, to you ("Buyer"). Any purchase order covering the sale of Goods by Seller to Buyer shall be governed exclusively by these Terms and Conditions. Any oral understandings are expressly excluded. Seller shall not be deemed to have waived these Terms and Conditions if it fails to object to provisions appearing on, incorporated by reference in, or attached to Buyer's purchase order form, which provisions are hereby expressly rejected. Buyer's silence or acceptance or use of Goods constitutes its acceptance of these Terms and Conditions. No Modification or addition to these Terms and Conditions of Sale shall be effective unless agreed in writing and signed by an authorized representative of Seller.

STANDARD TERMS AND CONDITIONS OF SALE

1. **Prices:** All quoted prices in effect on the purchase order date (unless quoted otherwise) or date of completion if shipment is deferred on Buyer's instructions, are Free On Board (F.O.B.) point of shipment unless specified, and are subject to change without notice. Prices do not include sales, use, excise, or other taxes. Any such tax that Seller is required by law to collect will be added to the invoice price. All prices are based on the quantities quoted and any change in the quantities may affect the price. No discount will be allowed unless specifically agreed to in writing by Seller. Until the purchase price and all other sums due pursuant hereto are paid in full, Buyer grants Seller, and Seller retains, a security in the applicable Goods and in all proceeds of the Goods.
2. **Delivery Date:** All scheduled delivery dates are estimates based on a normal workload and all deliveries are subject to change without liability to Seller. Unless expressly specified to the contrary, all shipping dates are based upon current availability of materials, present production schedules and prompt receipt of all necessary information. Seller will not be liable for any damages, loss, fault, expense or freight charges arising out of delays in shipment or other non-performance of this agreement caused by or imposed by circumstances outside of Seller's control, including but not limited to (a) strikes, fires, disasters, riots, pandemics and acts of God, (b) acts of Buyer, (c) shortages of labor, fuel power, materials, supplies, transportation, or manufacturing facilities, (d) government action, or (e) subcontractor delay.
3. **Warranty:**
 - (A) Seller warrants to Buyer that the Goods will be free from material defects in material and workmanship (except to the extent that any Goods have been modified following delivery or were subject to improper handling, storage, installation, operation or maintenance). EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION 3(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
 - (B) Items, tools or materials manufactured by a third party (including, if applicable, any items, tools or materials provided by Buyer for incorporation into the Goods) ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 3(A). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
 - (C) Any claim by Buyer made pursuant to Seller's warranty must be made in writing. Seller shall have the right to inspect the Goods claimed to be defective and shall have the right to determine the cause of such alleged defect. All Goods replaced or repaired by Seller under its warranty shall be replaced or repaired F.O.B. Seller's plant. Buyer must notify Seller, in writing, within fifteen (15) days from receipt of Goods of any obvious defect in the product, or shortages, or

Seller shall have no obligation to correct such defect. Seller shall have the option of re-inspection at Buyer's plant or its own before allowing or disallowing Buyer's claim. Defects that do not impair service shall not be a cause for rejection or recovery under any warranty. Buyer assumes full responsibility for the use and application of the product. Buyer accepts Seller's design and material selection and specifications in placing this order unless other specifications are agreed to in writing by both parties prior to the manufacture of Goods by Seller.

(D) Seller's liability is expressly limited to the repair, replacement, or refund of the invoice price of Goods, which prove to be defective in materials or workmanship within a period of 90 days of delivery to Buyer. The repair, replacement or refund of the Goods shall be at Seller's sole discretion. Seller's obligation to repair or replace defective Goods or refund the invoice price constitutes agreed and liquidated damages for any breach of warranty by Seller.

4. **Limitation of Liability.** In no event shall Seller be liable for incidental or consequential damages arising out of or in connection with any purchase order, including without limitation, breach of any obligation or warranty imposed on Seller hereunder or in connection herewith. Consequential damages for purposes hereof shall include without limitation, loss of use, income or profit, or losses sustained as the result of injury to any person, or loss of or sustained as the result of work stoppage. Buyer shall indemnify Seller against all liability, cost or expense, which may be sustained by Seller on account of any such loss, damage or injury
5. **Indemnity:** Buyer shall indemnify and hold Seller harmless from and against all claims and causes of action for damages and expenses of every kind and character including costs of suit and reasonable attorney's fees asserted against Seller, its agents, servants and employees arising out of or in any manner connected with (A) a breach by Buyer of its or obligations under these Terms and Conditions and (B) the Goods or use of the Goods listed on the face hereof (including, but not limited to, any claims by third parties that any Third Party Product provided by Buyer to Seller for incorporation into the Goods violates or infringes upon a third party's intellectual property rights).
6. **Terms of Payment:** Payment shall be made to Seller at its office in Hartland, WI, or as directed by Seller and shall be due and payable as set forth on the face of Seller's invoice. Service charges are payable on overdue invoices at an amount of 1.5% per month or the maximum legal rate, whichever is less. All orders and shipments shall at all times be subject to the approval of Seller's credit department. Seller reserves the right of declining to accept any order or make any shipment whenever, for any reason, there is doubt as to Buyer's financial responsibility and Seller shall not in such event be liable for breach or non-performance, in whole or part.
7. **Shipment:** Unless otherwise specified herein, all shipments are F.O.B. point of shipment indicated on the front hereof. Seller's responsibility terminates upon completion of Goods in good order and made available for delivery to a common carrier from Seller's facility. The Goods, title thereto and any risk of loss, shall be considered transferred to the Buyer upon availability for delivery to a common carrier. No claims for shortages, damages or failure in delivery, whether by common carrier, parcel post or otherwise, may be made by the Buyer against Seller. In the absence of written shipping instructions from Buyer, Seller may ship the Goods freight collect to the Buyer by any common carrier which it considers satisfactory or, if appropriate, in the opinion of Seller, by parcel post.
8. **Cancellations and Return of Goods:** No purchase order with respect to which Seller has issued or indicated a sales confirmation may be canceled or the manufacture of Goods thereunder suspended after the date of the sales confirmation without the sole and express written consent of Seller. Upon cancellation or suspension at the request of the Buyer, and acceptance by Seller, Buyer shall reimburse Seller promptly for all expenditures incurred by Seller, including, but not limited to, material used, labor and engineering services, a proportionate share of direct manufacturing, engineering, selling, general and administrative expenses, and profits which would have been earned under the purchase order. In addition, the Buyer shall also reimburse Seller for any extraordinary costs and other expenses attributable to such suspension or cancellation. No Goods shall be returned to Seller (whether due to cancellation of a purchase order or for any other reason not the fault of Seller) without prior written authorization from Seller. An inspection and restocking charge on all returned items will, at Seller's option, be required. Any request to return Goods shall include, in addition to other information reasonably requested by Seller, a full description of the Goods, the date of the purchase order and Seller's invoice number.
9. **Packing and Crating:** Except as provide on the face hereof or as hereinafter provided, prices include packing for Goods destined within continental limits of the United States excluding Hawaii and Alaska. An additional charge may be made for crating and for export packing.

10. Miscellaneous:

- (A) None of the provisions in these Terms and Conditions herein may be added to, modified, superseded or otherwise altered except by a written instrument, signed by an officer of Seller. Each shipment received by Buyer from Seller shall be deemed to be upon the terms and conditions herein set forth, except as they may be added to, modified, superseded or otherwise modified as provided above, notwithstanding Buyer's act of accepting or paying for the Goods or similar act of Buyer.
- (B) Any typographical or clerical error herein is subject to correction.
- (C) These Terms and Conditions and the sale of the Goods described herein shall be construed in accordance with the laws of the State of Wisconsin. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE SALE OF GOODS CONTEMPLATED HEREBY SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF WISCONSIN, IN EACH CASE, LOCATED IN THE CITY OF MILWAUKEE AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.
- (D) The submission of a quotation by Seller in response to Buyer's request does not constitute an expression of acceptance of any term or condition which may have been set forth in Buyer's request. These Terms and Conditions are the only terms and conditions applicable to the sale of the Goods described on the face hereof notwithstanding prior or, post sale, references.
- (E) Seller will not be liable for any losses or delays resulting from fire, flood, storm, strikes or other circumstances beyond its control, which affect its operations or the operations of its suppliers.
- (F) Seller shall have the right to charge a service fee for reissuing invoices due to unauthorized discounts taken by Buyer.

11. Assignment: Seller reserves the exclusive right to assign the proceeds of any order to a third party for any reason whatsoever.

12. Severability: Each provision of these Term and Conditions is intended to be severable. If any term or provision hereof or any portion thereof, or the application thereof to any entity or circumstance shall be determined by a court of competent jurisdiction to be illegal or unenforceable for any reason whatsoever, such term, provision or application thereof shall be severed here from and shall not affect the validity of the remainder of these terms and conditions or the application of such term or provision to any other entity or circumstance.

13. Default, Attorney's Fees: Should Buyer default on any obligation hereunder or become insolvent or make an assignment for the benefit of creditors or be subject to any reorganization or bankruptcy proceeding, or if Seller shall deem it to be in its best interest to do so to protect it or the product against loss or damage or upon termination of this order for whatever cause or reason, then Seller and its agents or representatives may, in addition to any other rights or remedies it may have under this order or at law or in equity, without notice or demand of liability or legal process, retain or otherwise repossess all or any part of the Goods thereof and/or items furnished by Buyer; and Buyer expressly waives all further rights to possession of said product and all claims for injury suffered through or loss caused by retention or repossession. If Seller shall retain/repossess the product or shall institute any proceeding to recover any moneys due hereunder or to recover possession of the product or any part thereof or to enforce any term or condition hereof, Buyer shall pay Seller's cost incurred therein including Seller's attorney's fees and all costs of suit. Seller's rights hereunder are cumulative and not alternative.

14. **Blanket Orders:** Blanket orders placed with Seller are for the term of one year unless alternative terms are agreed upon in writing by the seller. Any product not consumed by Buyer within the one year term will be shipped to Buyer and billed in accordance with original order payment terms.