

SAELENS CORPORATION
TERMS AND CONDITIONS OF SALE

1. **GOVERNING PROVISIONS:** These terms and conditions of sale (these "Terms") apply to all sales by Saelens Corporation ("Supplier"), and constitute the entire agreement between Supplier and any buyer identified on the front of this quotation ("Customer") with respect to the purchase and sale of the products described on the face of this quotation ("Goods"). Supplier's acceptance of any order is conditional upon the Customer's assent to these Terms. No additional or different terms or conditions, including any such contained in any Customer's Purchase Order, Acknowledgment or other form or correspondence will be of any force or effect; and Supplier hereby objects to any such additional or different terms or conditions. No alteration, waiver, modification of or addition to these Terms will be binding on either party unless set forth in writing and signed by each party.
2. **ORDERS; REJECTION:** Nothing in these Terms will oblige Supplier to accept any purchase order. All orders are subject to Supplier's customary minimum order requirement then in effect. Any rightful rejection of Goods by Customer will be made within a commercially reasonable time by written notice to Supplier, but in any event within (21) days following the date of receipt of such Goods.
3. **PRICES:** The prices for Goods will be those set forth on the face of this quotation. Unless otherwise stated on the face of this quotation, the proposed prices will be effective for a period of sixty (60) days following the date of the quotation. Customer will be liable for any applicable taxes in connection with sale and shipment of the Goods ordered under this quotation. Such taxes and charges, unless expressly included in the price, will be added to the invoice as a separate charge to be paid by Customer.
4. **SHIPPING AND PACKAGING:** Unless stated otherwise on the face of this quotation, shipping terms will be FOB Supplier and the cost of packaging will be borne by Customer.
5. **SCRAP ALLOWANCE:** Unless stated otherwise on the face of this quotation, a scrap allowance of 3% will apply to all customer supplied material.
6. **PAYMENT:** Unless stated otherwise on the face of this quotation, payment terms are 1% cash discount, 10 days, net 30 days D.O.I. to approved credit. The cash discount is computed from the date of invoice and not receipt of goods. A 1% per month service charge will be applied to all invoices 30 days or more past due.
7. **SHIPPING CLAIMS; CANCELLATION AND MODIFICATION:** Customer must notify Supplier and the carrier within ten (10) days of the receipt of Goods of any shortage in, damage to, or loss of the Goods. Failure by Customer to give such notification will result in a waiver of all claims which Customer may otherwise have against Supplier for such shortages, damages or loss. No order may be cancelled or modified by Customer except on terms and conditions acceptable to Supplier, as evidenced by Supplier's written consent.
8. **WARRANTY; REMEDY:** Supplier represents and warrants the Goods will: (i) be free and clear of all liens and encumbrances and (ii) conform to the specifications given by Customer or samples provided by Supplier and approved by Customer. If any such goods do not meet such warranties, Supplier will, at its option, repair or replace the defective Goods or refund the purchase price paid for the Goods. Customer must bring a claim for breach of warranty within thirty (30) days of discovery of defect. **THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH OTHER WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED, AND THE REMEDY PROVIDED IN THIS SECTION WILL BE CUSTOMER'S SOLE REMEDY IN THE EVENT SUCH WARRANTIES ARE BREACHED.** The liability of Supplier arising out of the sale, use, performance or operation of Goods whether in warranty, contract or tort, will not in any event exceed the lesser of (i) the cost of furnishing a replacement for defective Goods as provided above or (ii) the total sales of the Good to Customer over the past six calendar months. Without limiting the foregoing, Customer acknowledges that Customer is responsible for assuring that Customer's choice of design and technology, and any Goods ordered from Supplier that meet the warranties in this Section, will be adequate for Customer's purposes. **IN NO EVENT WILL SUPPLIER BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR LABOR COSTS) ARISING FROM THE SALE, USE, PERFORMANCE OR INSTALLATION OF ANY GOODS OR ANY BREACH OF OBLIGATIONS ARISING FROM THIS QUOTATION.** Any legal action or suit against Supplier in any way arising from the duties and obligations of Supplier under this quotation or with respect to any Goods must be commenced within one (1) year after the cause of action has accrued.
9. **INFRINGEMENT:** Customer, at its own expense, will defend and hold Supplier harmless from and against all damages, costs and expenses arising from any claim of infringement of any patent or other intellectual property rights arising from Goods manufactured from designs or specifications provided by Customer.
10. **CONFIDENTIALITY:** Customer and Supplier agree that they will not disclose to any third party the other party's Confidential Information, and that they will make no use of any such Confidential Information other than in connection with performance of its obligations arising from this quotation. "Confidential Information" means information of a proprietary or confidential nature in any form, including, without limitation, conceptions, innovations, trade secrets, inventions, designs, manufacturing processes, software, ideas, data, production schedules and/or quantities, pricing information, financial information, projections, identity of sourcing agents and contacts and the manufacturer of Goods (Supplier's confidential information only), business strategies or plans, specifications, and the details of this quotation, whether or not such information is patentable, copyrightable or susceptible to any other form of protection. Customer and Supplier will require their respective employees and agents to keep confidential such information, and will indemnify the other party in the event of a breach of this provision by their respective employees or agents.
11. **FORCE MAJEURE:** Supplier will have no liability to Customer arising out of any failure or delay in the performance of any obligation where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of Supplier. Such causes will include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war, terrorism or civil disturbance, strikes or other labor unrests, embargoes, and other governmental actions or regulations.
12. **MISCELLANEOUS:** The sale of Goods arising from this quotation will be governed by and construed in accordance with the laws of Wisconsin without reference to principles of conflicts of laws. Each party agrees that all actions, claims, disputes or proceedings relating to this quotation or any transaction arising from or connected to this quotation or the sale of Goods hereunder will be brought in a state or federal court situated in Milwaukee, Wisconsin. Customer may not assign its rights and responsibilities relating to the purchase of Goods without the prior written consent of Supplier. No waiver of any default is a waiver of any other or subsequent default.