

## PURCHASE ORDER GENERAL CONDITIONS

1. **COMPLETE AGREEMENT:** This purchase order, including these terms and conditions, the specifications hereto and any additional terms and conditions incorporated into and attached hereto, constitutes the sole and entire agreement between the parties hereto. In the event of any conflict between terms type written on the face of the purchase order and those printed on the reverse side, the typewritten terms on the face shall control. The Vendor's quotation is incorporated in and made a part of this purchase order only to the extent of specifying the nature and description of the goods ordered and then only to the extent that such items are consistent with the other terms of this purchase order. No other terms or conditions shall be binding upon Buyer unless accepted by it in writing. In no event shall the Buyer's acceptance and/or use of equipment, goods or services ("goods") delivered hereunder constitute acceptance by the Buyer of any terms or conditions in addition to or different from those provided herein.
2. **CHANGES-TERMINATIONS:** Buyer may by written change order, make any changes, including additions to or deletions from the quantities originally ordered, or in the specifications or drawings. If any such change affects the amount due or the time of performance hereunder, an equitable adjustment shall be made by Buyer. Buyer may at any time, by written change order terminate this agreement as to all or any portion of the goods then not shipped, subject to an equitable adjustment between the parties as to any work or materials then in progress; provided that no such adjustment be made in favor of Vendor with respect to any goods which are Vendor's standard stock. No such termination shall relieve Buyer or Vendor of any of their obligations as to any goods delivered hereunder. Any claim for adjustment hereunder must be asserted within thirty (30) days from the date when the change or termination is ordered.
3. **PRICE AND PAYMENT:** The price herein specified shall, unless otherwise expressly stated, exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of the goods covered by this agreement, but shall include all charges for packing and loading. Payment will be made in accordance with the applicable provisions of this purchase order. The time for payment of invoices, or for accepting any discounts offered, shall run only from the date correct invoices are furnished to Buyer.
4. **DELAYS:** Time is of the essence. In the event of rejection of nonconforming goods or failure to delivery, Buyer may cancel the order as to the nonconforming goods and retain its rights with respect to cover, as provided by law.
5. **NON-WAIVER:** Failure of Buyer to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify Vendor in the event of breach, or the acceptance of or payment for any goods hereunder, or approval of design, shall not release Vendor of any of the warranties or obligations of this purchase order and shall not be deemed a waiver of any right of Buyer to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification or rescission of this purchase order by Buyer operate as a waiver of any of the terms hereof.
6. **INSPECTION:** Buyer shall have the right to inspect and test the goods at any time during manufacture and prior to shipment and to final inspection within a reasonable time after arrival at the ultimate destination. The making or failure to make any inspection of, or payment for or acceptance of the goods, shall in no way impair Buyer's right to reject nonconforming goods, or to avail itself of any other remedies to which Buyer may be entitled, not withstanding Buyer's knowledge of the nonconformity, its substantiality or the ease of its discovery.
7. **EXPEDITING:** The goods furnished under this purchase order shall be subject to expediting by Buyer or its representatives. Buyer's personnel shall be allowed reasonable access to Vendor's plants and those of the sub-suppliers, for expediting purposes. As required by Buyer, Vendor shall supply schedules and progress reports for Buyer's use in expediting.

8. **WARRANTY:** All warranties contained in the UCC (Uniform Commercial Code) including without limitation, the warranties of merchantability and fitness for a particular purpose shall be applicable to the goods supplied hereunder and said goods will conform to any specifications, drawings, samples or other descriptions furnished to the Buyer by the Vendor or specified by the Buyer. Vendor warrants that all services contracted to be rendered hereunder will be rendered in workmanlike manner and will be of a quality and standard acceptable in the trade. All warranties shall survive delivery and shall not be deemed waived either by reason of Buyer's acceptance of said goods or by payment for them, and Vendor shall indemnify and hold harmless Buyer from any loss, damage or expense that Buyer may suffer from breach of this warranty. Vendor agrees to fully indemnify and hold harmless the Buyer, its agents and employees, from any and all liability, claims, demands, costs and expenses, including reasonable attorneys fees, from any claim whether rightful or otherwise, of adulteration or other defective condition in any manner involving the goods, or because of any act or failure to act by Vendor arising out of the services performed or to be performed by Vendor, or any claim thereof.
9. **SUCCESSOR IN INTEREST:** Whenever Buyer is not the ultimate consumer of the goods, all right, benefits and remedies conferred upon Buyer are for the express benefit of the Buyer and Buyer's successor(s) in interest.
10. **INFRINGEMENT:** Vendor shall, at its own expense, hold harmless and defend Buyer against any claim, suit or proceeding brought against Buyer which is based upon a claim, whether rightful or otherwise, that the goods, or any part thereof furnished under this purchase order, constitutes an infringement of any patent of the United States and vendor shall pay all damages and costs awarded against Buyer. In case said goods is in such suit held to constitute infringement and the use of said goods is enjoined, the vendor shall, at its own expense, and at Buyer's option, either procure for the Buyer the right to continue using said good, or provide Buyer with substantially equal but noninfringing good, or modify goods so it becomes noninfringing, or remove said goods and refund the purchase price and the transportation and installation costs hereof.
11. **REMEDIES:** In addition to Buyer's remedies described herein, Buyer shall be entitled to all remedies made available by the Uniform Commercial Code and other applicable laws of the State of Wisconsin which are effective and in force on the date hereof and without regard to the conflict of laws and/or provisions thereof.
12. **APPLICABLE LAW:** This purchase order shall be interpreted, construed and governed by and under the laws of the State of Wisconsin, and shall further be construed without regard to any presumption or rule requiring construction against Buyer. Any litigation with respect to this purchase order shall be filed in the Brown County Circuit Court, Green Bay, Wisconsin. If any provision of this purchase order is deemed or held to be illegal, invalid or unenforceable, under present or future laws effective during the term hereof, this purchase order shall be considered divisible and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable, and, in all other respects, this purchase order shall remain in full force and effect; provided, however, that if any provision of this purchase order is deemed or held to be illegal, invalid or unenforceable, there shall be added hereto automatically a provision as similar as possible to such illegal, invalid or unenforceable provision and be legal, valid and enforceable. Further, should any provision contained in this purchase order ever be reformed or rewritten by any judicial body of competent jurisdiction, such provision, as so reformed or rewritten shall be binding upon vendor and Buyer.
13. **COMPLIANCE:** Vendor warrants that all goods sold hereunder shall have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations to which the goods are subject. Vendor shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required to be incorporated in agreements of this character are hereby incorporated herein by this reference.
14. **NO ASSIGNMENT:** Any assignment of this purchase order of any rights hereunder or hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of Buyer shall be void.
15. **SETOFF:** The Buyer may setoff the amount of any claim for damages or amounts owed by Supplier to the Buyer against amounts owed by the Buyer to Supplier. No penalty or interest shall be charged to the Buyer for exercising its right of setoff, unless the Buyer's exercise of this right is thereafter determined to be wrongful.
16. **Non-Solicitation:** Both companies and its employees agree not to directly or indirectly participate in any attempt to circumvent or interfere with each other's employees, customers, vendors, or strategic relationships for a period of two years after the conclusion of business on this Purchase Order.