

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, notwithstanding 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. **AGREEMENT NOT TO CIRCUMVENT OTHER PARTY.** The parties agree that they will not seek to circumvent each other's rights in their respective Proprietary Information by, for example, using Proprietary Information to deal directly with the other party's customers or vendors, utilizing Proprietary Information obtained from the party to negotiate competing or alternate arrangements with a third-party, or otherwise taking

advantage of or usurping the value of the other party's Proprietary Information without the express written agreement and consent of the other party. Both parties agree to deal in good faith with each other. These obligations shall continue for a term of 10 years, provided, however, that such term shall not reduce the protections of either party's intellectual or other property under applicable trade secrets, patent, copyright, trademark or other law.

17. CONFIDENTIAL INFORMATION For purposes of this section "Confidential Information" shall be defined as FEECO's proprietary information, whether disclosed in oral, written or electronic format, which includes, but is not limited to, this Quote and its terms and conditions, data, technical information, Intellectual Property, designs, specifications, tests and test results, Product related reports, sample products or materials, manufacturing information and such other information not generally known to the public or the industry within which FEECO conducts business, or which FEECO identifies to Customer as "Confidential Information" at or within twenty-four (24) hours of providing such Confidential Information to Customer.

Customer shall not disclose Confidential Information, directly or indirectly, to any third party unless Customer receives FEECO's prior written consent, which such consent may be withheld in FEECO's sole discretion. Customer shall use Confidential Information solely for purposes related to this Quote and for the benefit of Customer. Customer may only disclose Confidential Information to those employees, directors, officers or agents of Customer who need to know such Confidential Information with respect to the operation, maintenance and commercial exploitation of the Products. Customer's obligations of confidentiality set forth herein shall commence as of the date of this Quote and shall expire on a date two (2) years after the delivery of the final Product which is the subject of this Quote; provided, however, that Confidential Information which is a Trade Secret, as defined by Wisconsin's Uniform Trade Secrets Act, shall be subject to protection indefinitely.

18. NON-SOLICITATION, RECRUIT, OR HIRE. FEECO and Customer acknowledge that as the result of their vendor/customer relationship that they will each acquire information about one another's employees, independent contractors, suppliers, vendors, and, under certain circumstances, other customers. In further consideration of FEECO's willingness to sell Products to Customer and Customer's willingness to purchase Products from FEECO, FEECO and Customer agree that from the date of this Quote and for an extended period of four (4) years from the final delivery date of the Products which are the subject of this Quote ("Period of Restriction") they will not, directly or indirectly, on their own behalf or on behalf of any third party, hire, engage or retain any employee, independent contractor, consultant or similarly engaged individual of the other party with whom Customer or FEECO, as the case may be, had material and repeated contact during the course of the parties' engagement with respect to the subject matter of this Quote, specifically including, but not limited to, the parties' project managers, lead designers, project engineers, sales persons and purchasing agents (a "Restricted Person") nor will they solicit, induce, cause or assist any Restricted Person of the other party for the purpose of causing said Restricted Person from terminating, or materially changing, their employment or other relationship with the other party. Further, FEECO and Customer acknowledge that during the course of their engagement with one another they may gain access to the other party's customer and vendor names, information, buying or selling practices, product requirements or specifications and other proprietary information that if used by the receiving party, or disclosed to certain other third parties by the receiving party, could be detrimental to the disclosing party. Therefore, throughout the Period of Restriction, neither party shall, directly or indirectly, on its own behalf or on behalf of any third party, solicit any customer or vendor, of the other party, the identity and relationship with the other party having become known as the result of the transaction contemplated by this Quote in an effort to direct or attempt to direct any business from the customer or vendor away from the other party or to entice or attempt to entice any customer or vendor of the other party so as to cause the customer or vendor of the other party to not do business with such party or to reduce or otherwise alter its business with such party.