

TERMS AND CONDITIONS OF SALE

GENERAL: All sales, agreements for sale, offers to sell, proposals, acknowledgments and contracts of sale, including but not limited to purchase orders, and subsequent purchases shall be subject to the following terms and conditions:

1. **DEFINITIONS:** For purposes of these Terms and Conditions, goods shall include product shipped by Seller to Buyer.
2. **TITLE AND RISK:** Title & risk of loss passes to Buyer at the time of delivery FOB at the Seller's Plant. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all the right, title and interest of Buyer in, to and upon the Goods, wherever located, and whether presently existing or thereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision shall constitute a purchase money security interest under the Uniform Commercial Code as adopted by the State of Wisconsin.
3. **DELIVERY TERMS:** Transportation costs are the responsibility of the Buyer. The goods shall be delivered FOB Seller's Designated Location (which is the Seller's place of origin for the goods purchased and to be shipped) unless other delivery terms have been specifically agreed between the parties. Seller reserves the right to make delivery in installments and each such installment shall be paid for as invoiced. Delivery dates are only indicative and will be observed as far as the circumstances reasonably permit. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries and shall not give rise to any liability on the part of the Seller. Unless otherwise expressly agreed, delivery times shall not be regarded as binding and delays in delivery shall not entitle buyer to claim damages. If any Mill Direct Orders or blanket orders are not accepted for delivery upon arrival at Buyer's facility (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered.
4. **DISCLAIMER OF LIABILITY:** Seller assumes no liability for goods which are improperly handled, stored or damaged in transit. Seller assumes no liability for goods which are not timely picked up at Seller's Plant by Buyer or Buyer's carrier. Buyer becomes obligated to pay for the goods at the time of shipment.
5. **TECHNICAL ADVICE:** Seller assumes no liability for any technical advice given or results obtained therefrom, all such advice being given and accepted at Buyer's risk. Buyer shall be responsible for making its own tests and verifications before applying such technical advice.
6. **WARRANTIES:** Seller warrants that the goods will be sold free and clear of all liens and that the goods provided or service performed shall conform to Seller's written specifications for the types of goods involved. Buyer understands and agrees that none of Seller's agents, employees or representatives have the authority to make any promise, representation or warranty related to the goods sold or services performed by Seller other than those warranties contained in this contract.

SELLER'S WARRANTIES PROVIDED ABOVE ARE EXCLUSIVE AND REPLACE ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO IMPLIED WARRANTIES APPLY TO THE GOODS OR SERVICES AND ARE EXPRESSLY DISCLAIMED. THE ABOVE WARRANTIES FROM SELLER TO BUYER APPLIES TO BUYER ONLY, AND MAY NOT BE ASSIGNED TO OR ENFORCED BY ANY PERSON OTHER THAN BUYER.
7. **CANCELLATION AND RETURN POLICY:** Upon delivery to Buyer and subject to the terms of Seller's Return Policy, all sales are final and no returns will be accepted.
8. **CLAIMS:** Any claim for shortage or for damage incurred in transit of goods must be made within ten (10) days after Buyer's receipt of the goods. All other claims, including claims for alleged defective goods, must be made within ten (10) days after Buyer learns of the facts on which such claim is based, but in no event later than sixty (60) days after Buyer's receipt of the goods. All claims not made in writing and received by Seller within the time periods specified above shall be deemed waived. No claim will be allowed or returned goods accepted if the goods have been treated or processed in any manner, except upon proof satisfactory to Seller of the existence of a latent

defect not ascertainable before treating or processing and then only if such proof is submitted within ten (10) days after such defect becomes apparent.

9. **LIMIT OF LIABILITY:** Seller's liability for any and all losses or damages to Buyer resulting from defective goods or services performed or from any other cause shall be limited in all cases to the repair or replacement of goods, at Seller's option, up to a maximum amount equal to the amount received by Seller from Buyer for the goods or services provided. Transportation charges for the return of goods shall be paid by Seller only if such return is requested by Buyer and Seller agrees, in writing, to said return. Buyer assumes responsibility for and shall indemnify Seller against liability for any personal injury and/or property damage arising out of the handling, possession or use of the goods by the Buyer.

EXCEPT AS PROVIDED EXPRESSLY ABOVE AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, SELLER WILL HAVE NO LIABILITY TO BUYER OR ANY OTHER PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY OR BREACH OF ANY OTHER PROVISION HEREOF, NEGLIGENCE OR OTHER SORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION LOST PROFITS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF POTENTIAL LOSS OR DAMAGE. The purchase price for the goods or services was determined considering the above limitation on recovery of lost profits and of incidental and consequential damages.
10. **PAYMENT:** If Buyer fails to pay when due any payment, the Buyer will be in default for all outstanding invoices without further notice. Without prejudice to any other rights or remedies of Seller, Seller shall have the right to cancel further deliveries and to charge interest on all overdue amounts at the rate of one and one-half percent (1.5%) per month. In addition, Buyer shall reimburse Seller for all administrative and legal expenses incurred by Seller in the collection of the amounts payable.
11. **TERMINATION:** If payment is not received by the due date, or if: Buyer shall or has become insolvent; shall be declared bankrupt; shall be subject of proceedings under insolvency or bankruptcy law; or shall make an assignment for the benefit of creditors, Seller reserves the right to consider the sale cancelled, without having to give notice of default. Any installments paid may be retained by the Seller by way of damages or interest.
12. **FORCE MAJEURE:** Deliveries may be cancelled by Seller without liability in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, malfunction of machinery or apparatus, national defense requirements, or any cause beyond the reasonable control of Seller, which prevents or hinders the manufacture or shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods or services, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Except to the extent of cancellation of deliveries or allocation of supply hereunder, the contract shall remain unaffected.
13. **GOVERNMENTAL TAXES AND FEES:** Buyer shall be solely responsible and hold harmless Seller for the payment of any applicable sales and use taxes, duties or fees, export duty or tariff, import duty or tariff, excise tax, documentary tax or any other charge imposed by any country, state, local government or any governing body or community, at the time of its imposition on the sale of any goods by Seller to Buyer. This provision is not intended to deal with freight, which is dealt with elsewhere herein, but is intended to deal with governmental imposition of any nature, kind or description.
14. **APPLICABLE LAW – ENTIRE AGREEMENT:** This contract is to be construed according to the laws of the state of Wisconsin except that its laws on conflict of laws shall be disregarded in their entirety when interpreting this agreement or the performance of the parties. Any controversy of claim ("Claim") arising out of or related to this contract, or the breach thereof, shall be settled by consultation between the parties. In the event of failure of such consultations within sixty (60) days (unless otherwise extended by mutual agreement of the parties) after receipt for the written notice of such Claim, then any such Claim shall be venued in Sheboygan, Wisconsin and

Buyer consents to such venue as the exclusive jurisdiction for any claim or controversy.

THIS DOCUMENT TOGETHER WITH ANY APPLICABLE SUPPLY AND STOCKING AGREEMENT CONSTITUTES THE FULL UNDERSTANDING OF THE PARTIES, AND NO TERMS, CONDITIONS, UNDERSTANDING OR AGREEMENT PURPORTING TO MODIFY OR VARY THE TERMS OF THIS DOCUMENT SHALL BE BINDING UNLESS

HEREAFTER MADE IN WRITING AND SIGNED BY THE PARTY TO BE BOUND. ANY TERMS AND CONDITIONS CONTAINED IN ANY BUYER PURCHASE ORDER OR OTHER DOCUMENT THAT ARE NOT CONSISTENT HERewith, OR CONTAIN ADDITIONAL OR DIFFERENT TERMS, SHALL BE DEEMED REJECTED ABSENT A MUTUALLY EXECUTED WRITTEN AGREEMENT BY THE PARTIES TO THE CONTRARY.