

**PURCHASE ORDER**  
**TERMS AND CONDITIONS**

1. **Offer to Purchase.** ("Buyer") offers to purchase the goods and services ("Goods") described in this Purchase Order and in any drawings, specifications, models or samples supplied by Buyer or Seller ("Order") from the addressee of the Order ("Seller"), only on the following terms and conditions, where are part of the Order.
2. **Acceptance of Terms and Conditions as Entire Agreement.** Seller may accept this Order only by use of an acknowledgement, either in the form of the acknowledgement portion of this form or the acknowledgement form of seller or by delivery of any of the Goods. However, in any event, except as otherwise expressly herein provided, this Order shall constitute the entire agreement between Buyer and Seller. Additional of different terms already or hereafter proposed by Seller, whether in a quotation, acknowledgement, invoice or otherwise, are rejected and shall not apply, notwithstanding any contrary language in any such writing that acceptance or use of, or payment for, the Goods by Buyer, or any other act or failure to act by Buyer constitutes acceptance of different or additional terms. No change, modifications of or revision to the terms of this Order shall be binding unless agreed to in a writing signed by Buyer.
3. **Packaging and Shipping.** All Goods shall be prepared and packaged for shipment so as to prevent damage or deterioration. All packages shall be clearly marked with Buyer's purchase order number, appropriate description of the Goods and the part number and quantity of items contained within each package. No additional charges of any kind, including charges for boxing, packaging, cartage or other extras shall be imposed. Delivery in whole or in part may not be made prior to the established delivery date unless agreed to in advance in writing by Buyer. All shipment shall be F.O.B. destination, unless otherwise specified on the face of this Order. Each delivery must be accompanied by a bill of lading or other shipping documents. All Goods shipped contrary to instructions will be returned or held subject to Seller's instructions at Seller's risk and expense.
4. **Quantity.** The specific quantity of Goods ordered by Buyer must be delivered in full and may be changed only with Buyer's prior written consent. No substitutions may be made without Buyer's prior written consent. Any unauthorized quantity shipped to Buyer is subject to rejection by Buyer and will be returned to Seller at Seller's expense.
5. **Inspection and Acceptance.** All Goods shall be received subject to Buyer's right of inspection and rejection. Defective Goods or Goods not in accordance with Buyer's specifications or samples will be held for Seller's instruction at Seller's risk and, if Seller so directs, will be returned at Seller's expense. If inspection disclosed that part of the Goods received were not in accordance with Buyer's specifications, Buyer shall the right to cancel any unshipped portion of this Order. Payment for Goods on this Order prior to inspection shall not constitute acceptance thereof and shall be without prejudice to any and all claims that Buyer may have against Seller. Buyer shall have the right of access to Seller's facility to evaluate and inspect product on this order.
6. **Invoices and Payments.** An invoice must be issued in duplicate for each shipment under this Order. Any cash discounts shall run from the date of receipt of the Goods by Buyer or from the date of the invoice, whichever is later. C.O.D. shipments will not be accepted and drafts will not be honored. Unless otherwise specified, payment shall not be due until at least 30 days after receipt of the Goods and shipping documents. Payment of Seller's invoices is subject to adjustment for shortage or defective Goods.
7. **Taxes.** Unless otherwise specified on the face of this Order Seller agrees that prices herein include all applicable federal, state and local taxes, customs, duties and fees of every kind and nature including, but not limited to, sales and use taxes and exclude any taxes from which either Seller or Buyer is exempt.
8. **Property Furnished by Buyer.** All tooling, dies, jigs, molds, patterns, materials and parts and all drawings, specifications, designs and other technical information ("Property") furnished or paid for by Buyer shall be identified as belonging to Buyer, maintained in good condition and repair by Seller and fully insured by Seller at Seller's expense. Upon Buyer's request, Seller will furnish a certificate of insurance covering such Property and naming Buyer as and additional insured with respect thereto. The Property shall be used exclusively for the purpose of fulfilling this Order, shall be held in strict confidence by Seller and not used by or for or disclosed to others and shall be returned to Buyer upon demand, notwithstanding any lien, setoff or other claim of any nature which Seller may have or maintain against the Property or against Buyer.
9. **Warranties.** Seller expressly warrants that all Goods furnished hereunder will be in exact conformity with this Order and with any other description, specification, drawing or sample supplied by Seller or Buyer, shall be free from defects in material and/or workmanship, shall be free of any and all liens and encumbrances and shall in addition to all other warranties and representations of Seller, be merchantable and fit for the purpose, if any, indicated by Buyer to Seller. Such warranty shall survive delivery and shall not be deemed waived by reason of Buyer's acceptance of said Goods or by payment for them.
10. **Compliance with Laws.** In the performance of this Order Seller agrees to comply with all applicable federal, state and local laws, regulations, orders and ordinances now or hereafter in effect and warrants that all Goods described in this Order, and their use, will comply with all such laws, regulations, orders and ordinances.
11. **Warrant Against Patent Infringement.** Seller warrants that the sale and/or use of the Goods furnished hereunder will not infringe upon any U.S. or foreign patent and agrees to defend every suit which shall be brought against Buyer or anyone selling or using any of said Goods for an alleged infringement of any such patent by reason of the sale or use of such Goods, and to indemnify and hold Buyer harmless from all claims, fees and expenses which shall be incurred in defending any such suit, together with all costs, damages and profits recoverable therein; and Buyer and all parties sued shall have the right to employ, at Seller's expense, counsel on their own behalf and shall have the right to participate in the defense of such suits. In the event any claim of patent infringement is made, Buyer shall have the right to cancel delivery of any Goods to which the claim relates and to return to Seller for full credit or refund any such Goods previously delivered.
12. **Delivery and Failure of Presupposed Conditions.** Time of the essence with respect to delivery of all of the Goods. Buyer reserves the right to cancel this Order if not delivered by the established delivery dates. Delivery in whole or in part may not be made prior to the established delivery dates nor will Buyer be bound to pay for any Goods delivered in excess of the quantities ordered.  
  
In the event of the failure of presupposed conditions under section 402.615, Wisconsin Statutes, Buyer shall be entitled to damages, other than consequential damages, resulting from such delay. In no event may Buyer be required to stand by to accept postponed or partial performance unless Buyer has expressly agreed to do so in a writing signed by Buyer.
13. **Changes.** Buyer shall have the right to issue written change notices relating to (a) quantity of Goods ordered; (b) drawings and specifications, (c) delivery schedules; (d) place of inspection, acceptance or delivery; and (e) method of shipment or packaging.
14. **Indemnification:** Seller agrees to indemnify and save harmless Buyer from and against all losses, liabilities, judgments, settlements, expenses including, without limitation, attorney's fees or claims based on injuries or damages to any person or property arising out of or in any way related to (a) the breach of any obligation or warranty hereunder, or (b) the delivery, condition, use or operation of the Goods, whether such Goods are in the same mode as when delivered hereunder or whether they have been used in the manufacture of, and become part of, equipment, machinery or goods sold by Buyer to third parties, and Seller agrees to and shall assume on behalf of Buyer, upon its demand (without regard to the real or apparent merits of said action), the defense of any court or agency actions which may be brought against Buyer.
15. **Miscellaneous.** The interpretations, validity and enforcement of this Order shall be governed by the internal laws of the State of Wisconsin. This Order shall be binding upon inure to the benefit of the successors and assigns of Buyer and Seller, but shall not be assignable by Seller without the prior written consent of Buyer. No remedy provided herein shall be exclusive of any other remedy provided hereunder or under any applicable law, regulation, rule, order or ordinance. The invalidity of unenforceability of any of the provisions of this Order shall not affect the validity or enforceability of the other terms of this Order.