



TERMS AND CONDITIONS

1 ACCEPTANCE

This purchase order becomes the entire and exclusive agreement between purchaser and seller, when the acknowledgement copy is signed and retained or when seller commences performance, whichever is earlier. By accepting this purchase order, seller agrees that purchaser is not bound by any term or condition of seller in any written acknowledgement, invoice or otherwise which is inconsistent with or in addition to the terms and conditions herein and that any such inconsistent or additional terms are rejected by purchaser.

2 INSPECTION/ACCEPTANCE/REJECTIONS

Payment for goods or services delivered hereunder shall not constitute acceptance thereof and buyer shall have the right to inspect such goods and to reject any or all of said goods/services which are in the buyer's judgment defective. Goods so rejected and/or goods supplied in excess of quantities called for herein may be returned to the seller at its expense and in addition to buyer's other rights, buyer may charge the seller all expenses of unpacking, examining, repacking, and reshipping such goods. In the event the buyer receives goods whose defects or nonconformity is not apparent upon reasonable examination resulting in deterioration of its finished product, buyer reserves the right to require the replacement, as well as payment of damages. Substitution of material or extra charges will not be permitted unless authorized in writing by purchaser.

3 CHANGES

Purchaser may at any time, by written order, make changes in this order. If any such change causes an increase or decrease in the cost of, or the time required for seller's performance of this order, then both parties shall reach agreement on such charges at the time the change is made and prior to any further work being done on that portion of the order which is affected by the change. No changes shall be initiated by seller, including changes in design, material schedule or costs, without purchaser's written approval by purchase order modifications.

4 WARRANTY

Seller expressly warrants that all goods and services covered by this order shall conform to the specifications, drawings, samples or other description upon which this order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect and design flaw. Inspection, test, acceptance or use of goods furnished hereunder shall not affect the seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. This warranty shall extend to the buyer, its successors, assigns and customers and the users of its product. Seller agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the buyer, when notified of such nonconformity by buyer. In the event of failure by seller to correct defects in or replace nonconforming goods or services promptly, buyer, after reasonable notice to seller, may make such corrections or replace such goods and services and charge seller for the cost incurred by the buyer thereby.



5 INDEMNITY AND INSURANCE

Seller shall defend and indemnify buyer against all damages, liability, claims, losses, and expenses (including attorney fees) arising out of, or resulting in any way from any defect in the goods or services purchased hereunder or from any act or omission of seller, its agents, employees or subcontractors. Seller shall maintain such public liability insurance, including product liability, completed operations, contractor's liability and protective liability, automobile liability insurance and will adequately protect buyer against such damage, liabilities, claims, losses and expenses (including attorney's fees). Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by buyer. This indemnification shall be in addition to the warranty obligations of the seller.

6 CONFIDENTIALITY

Seller shall consider all information furnished by purchaser to be confidential and shall not disclose any such information to any other person or use such information itself for any purpose other than performing this contract, unless seller obtains written permission from purchaser to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by seller for purchaser in connection with this order. Seller shall not advertise or publish the fact that purchaser has contracted to purchase goods from seller, nor shall any information relating to the order be disclosed without the purchaser's written permission. Unless otherwise agreed in writing, no commercial, financial, or technical information disclosed in any manner or at any time by seller to purchaser shall be deemed secret or confidential and seller shall have no rights against purchaser with respect thereto except such rights as may exist under patent laws. Seller recognizes that purchaser's employees have authority to accept any information in confidence.

7 STATUTORY COMPLIANCE

Seller shall comply with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations hereunder and the supplies, equipment and services furnished by seller under this order shall comply with such laws and regulations.

8 WAIVER

Buyer's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or buyer's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, rights, or privileges.

9 ASSIGNMENT (SUBCONTRACTING)

Seller shall not assign any rights or obligations arising under this order or any interest therein or claims thereunder, and shall not subcontract any portion of the work to be performed, without the prior written consent of purchaser. The seller shall insert in any subcontract under which all or part of the work hereunder will be performed, provisions making the warranty clause of these terms applicable to each subcontractor.



10 GOVERNING LAW

This order and all rights and obligations hereunder shall in all respects be governed by and construed in accordance with the laws of the State of Wisconsin.

11 CANCELLATION/TERMINATION

Buyer may at any time terminate this order in whole or in part at its convenience upon written notice to seller, in which event seller may be entitled to reasonable termination charges consisting of a percentage of the work performed prior to termination plus actual direct costs resulting from termination.

12 PRICE WARRANTY

Seller warrants that the prices for goods or services sold to the buyer under this order are not less favorable than those currently extended to any other customer for the same or like goods or services in equal or less quantities. In the event seller reduces its price for such goods or services during the terms of this order, seller agrees to reduce the prices hereof accordingly.

13 FORCE MAJEURE

Purchaser may delay delivery and/or acceptance occasioned by causes beyond its controls.

14 PATENT INDEMNIFICATION

Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against purchaser or its agents.

15 DELIVERY SCHEDULE

Unless otherwise agreed in writing, seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet buyer's requested delivery date. It is the seller's responsibility to comply with this requested delivery date, but not to anticipate buyer's requirements. Goods received by buyer in advance of requested delivery date may be returned to seller or stored by buyer, in either case at seller's expense.

16 INVOICES/PAYMENT

Invoices must be rendered immediately upon shipment of material. Invoices are paid from the date of receipt of material or purchase order due date, whichever is later and not on the basis of vendor invoice date. All invoices must show the Supplier name, purchase order number, item description, quantity, unit price, total line price and total invoice amount.



17 NOTICE TO BUYER OF LABOR DISPUTES

Whenever seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, seller shall immediately give notice thereof, including all relevant information with respect thereto, to buyer. Seller agrees to insert the substance of this provision in any subcontract hereunder.

18 OSHA

Seller warrants that goods covered by the terms of this purchase order comply with current OSHA regulations and/or standards.

19 SHIPMENT

If in order to comply with purchaser's required delivery date it becomes necessary for seller to ship by a more expensive way than specified in this purchase order, any transportation costs resulting therefrom shall be paid for by seller unless the necessity for rerouting or expedited handling has been caused by purchaser. Vendor shall bear all risk of loss of all merchandise covered by this order until such merchandise has been delivered to the designated location.