

## SLATER INCORPORATED TERMS AND CONDITIONS

**EXCLUSIVE TERMS:** BUYER'S ORDER IS ACCEPTED ONLY ON THE FOLLOWING TERMS AND CONDITIONS, AND SELLER'S ACCEPTANCE IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO ANY DIFFERENT OR ADDITIONAL TERMS CONTAINED HEREIN. **SELLER HEREBY OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN BUYER'S PURCHASE ORDER.** No action by Seller shall be construed as acceptance of any additional or different terms in Buyer's form. Buyer shall be deemed to have accepted the terms hereof by signing and returning a copy hereof or by other written indication of acceptance, by accepting any whole or partial shipment of goods from Seller or by making any whole or partial payment to Seller; *provided that*, the only effect thereof shall be to agree to the terms and conditions hereof.

**PRICES AND QUOTATIONS:** All quotations are subject to change without notice. All orders, whether or not submitted pursuant to a quotation, are subject to acceptance by Seller. All prices are F.O.B. Shipping Point unless otherwise specified. All prices are based on bulk packaging unless otherwise agreed to by Seller in writing.

**TAXES AND FEES:** Prices do not include any manufacturer's, sales, use, excise or similar taxes, charges or duties, and the amount of any thereof which Seller is required, to pay or collect will be invoiced to Buyer. Buyer shall also pay any collection fees and attorneys' fees incurred by seller in collecting payment of the purchase price and any other amounts for which Buyer is liable hereunder.

**PAYMENT:** Payment terms are net cash 30 days from the date of invoice, or as specified on the front of this form. A service charge at the amount maximum rate allowed by law will be charged on overdue balances. Seller may require full cash payment in advance of shipment regardless of the terms indicated on the front hereof. If the financial condition of Buyer becomes unsatisfactory in the exclusive judgement of Seller, Seller may, by written notice, cancel this order in whole or in part. Seller may set off any amount due from Buyer, whether or not under this agreement, against any amount that may become due to Buyer hereunder.

**WARRANTY:** Seller warrants that products shall be manufactured in accordance with Buyer's specifications. THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**EXCLUSIVE REMEDY; LIMITATION OF DAMAGES:** Seller's total liability and Buyer's exclusive remedy under this agreement is limited to replacement of any product covered by Seller's warranty which has been found to be nonconforming and which has not been altered subsequent to shipment by Seller; *provided that* such product is shipped with previous authorization of Seller, freight prepaid, to Seller's facility. Seller is not responsible for removal, installation, or other incidental expense incurred in shipping the product from Seller. Even if the repair or replacement remedy shall be deemed to have failed of its essential purpose under Section 2-719 of the Uniform Commercial Code. Seller Shall have no liability to Buyer for consequential damages, such as lost profits, lost revenue, damage to other equipment or liability or injury to a third party. No claims hereunder will be considered unless buyer notifies Seller thereof within 15 days after receipt of the product.

**DELIVERY; RISK OF LOSS; TITLE:** Unless otherwise agreed to in writing, delivery of products shall be F.O.B. Shipping Point. The delivery quoted by Seller is its best estimate of lead-time as of the date of Quotation and is subject to change without notice. Risk of loss and title shall pass to Buyer upon tender of the product to the carrier. Any claims for loss or damage after risk of loss has passed shall be filed with the carrier. Seller shall retain, and Buyer hereby grants to Seller, a security interest in any product sold by Seller hereunder until payment in full is received. Any original design concepts, drawings, inventions, tools, dies, gages and other similar items made by Seller in the fulfillment of this agreement will remain the property of Seller.

**INDEMNIFICATION:** Buyer agrees to indemnify and hold Seller harmless against any claim, demand, action, proceeding, liability, loss, cost or expense, including reasonable attorneys' fees, arising in connection with Buyer's specifications and/or design of products sold hereunder or with the incorporation of the products into Buyer's products and the use thereof.

**FORCE MAJEURE:** Seller is not liable for delays in performance or delivery due to causes beyond its reasonable control, including without limitation, any delay, interruption in or failure of sources to supply materials or equipment; labor disputes; acts of God; or any governmental order, contract, priority, or request, whether or not involuntarily assumed. If such a delay occurs, Seller can, at its option, extend the performance or delivery date for a period of time equal to the delay or terminate this agreement.

**CANCELLATION, MODIFICATION, SUSPENSION:** Cancellation, modification, suspension or delay in shipment of Buyer's order will not be accepted by Seller on terms which will not fully indemnify Seller against loss, such indemnity to include recovery of all direct costs incurred, attendant normal indirect and overhead charges, and a reasonable profit. Nothing herein contained, however, shall be construed as requiring Seller to agree to the foregoing.

**QUANTITIES; BLANKET ORDERS:** Buyer agrees to accept over/under runs not to exceed 10% of ordered quantity on each line item unless otherwise agreed to by Seller in writing. Seller recognizes that Buyer may place blanket orders for the purpose of obtaining quantity discounts or shortened lead times. Buyer agrees to accept delivery of no less than one-fifth of the full quantity of any blanket order accepted by Seller by the end of each successive calendar quarter following the date of such blanket order, with the balance to be delivered no later than the end of the thirteenth month following such order date.

**MISCELLANEOUS:** The internal laws of the State of Wisconsin shall govern the validity, construction and enforcement of this agreement. If any provision, clause or part, or the application thereof under certain circumstances, is held invalid, the remainder of this agreement or the application of such provision, clause or part under other circumstances shall not be affected thereby. No waiver or modification of any of the provisions hereof shall be binding upon Seller unless in writing and signed by an authorized Representative of Seller. This constitutes the final, complete and exclusive agreement between Seller and Buyer on this subject and supersedes any prior or contemporaneous agreements, whether oral or written, thereon.