

TERMS AND CONDITIONS

1. The Buyer to whom this invoice is submitted hereby agrees and is bound by and subject to all terms and conditions set forth in this invoice. These Terms and Conditions of Sale establish the rights, obligations, and remedies of Endries International Inc. ("Seller") and Buyer, form the entire agreement between Seller and Buyer, and apply to all transactions between Seller and Buyer unless otherwise specifically agreed to in writing by both parties. All prior oral or written agreements, including but not limited to terms in Buyer's purchase order, which are different from or in addition to these Terms and Conditions of Sale are not binding on Seller unless accepted in writing by Seller's duly authorized representative.
2. **SHIPMENT:** All orders are shipped F.O.B. point of shipment. Risk of loss will transfer to Buyer upon tender of goods to Buyer, Buyer's representative or common carrier. The cost of any special packaging or handling caused by Buyer's requirements or requests will be added to the amount of Buyer's order. If Buyer causes or requests a delay of shipment, or if Seller ships or delivers an order erroneously as a result of inaccurate, incomplete, or misleading information supplied by Buyer or Buyer's agents or employees, all storage and other additional costs and risk will be borne by Buyer.
3. The purchase transaction to which this invoice applies is subject to and shall be construed in accordance with the laws of the State of Wisconsin and in the event there is any conflicting law applicable in any other state the law of the State of Wisconsin shall control. All disputes arising out of or in connection with the purchase order to which this invoice applies shall be subject to the exclusive jurisdiction and venue of the circuit court for Calumet County located in Chilton, Wisconsin.
4. **PRICE:** All prices are subject to change unless otherwise noted on Seller's quotation. Buyer will be invoiced at prices in effect at the time of shipment. All taxes, transportation costs, duties and other charges are in addition to quoted prices. The amount of any sales, excise or other taxes, if any, applicable to the goods shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with a valid tax exemption certificate.
5. **DELIVERY:** Seller will make a good faith effort to deliver goods in accordance with Buyer's schedule. Seller will pay for expedited shipping of delayed goods if the delay in delivery is solely caused by Seller. Seller assumes no responsibility or liability for Seller's non-performance caused by an act of God, war, labor disputes, civil unrest, accidents, the inability to obtain materials, delays of carriers, contractors or suppliers or any other causes beyond Seller's control. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expenses of any kind arising from any shipping delays or failure to give notice of any shipping delay.
6. **WARRANTY:** The Buyer's sole and exclusive warranty on any Product is that provided by the Product's Manufacturer. SELLER HEREBY DISCLAIMS ALL OTHER EXPRESSED AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WORKMANSHIP. UNDER NO CIRCUMSTANCES, WILL SELLER BE LIABLE FOR INDIRECT, LIQUIDATED, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.
7. ALL PARTS, PRODUCTS, AND GOODS ("Goods") SOLD PURSUANT TO THE PURCHASE ORDER TO WHICH THIS INVOICE APPLIES EXCLUDE ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE ONLY WARRANTY APPLICABLE IS THAT SET FORTH BELOW SUBJECT TO THE LIMITATIONS STATED HEREIN.
8. All Goods sold pursuant to the purchase order to which this invoice applies are warranted to be free from material defects in materials or workmanship, and any Good failing to meet this warranty are subject to the sole and exclusive remedy set forth below. No other warranties apply.

9. The sole and exclusive remedy for any Goods failing to meet the warranty stated above entitles the purchaser to return all rejected Goods to Seller and obtain a full refund of the purchase price; however, Seller reserves the option to provide substituted Goods conforming to the warranty in lieu of refunding the purchase price.
10. ALL REMEDIES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM FAILURE OF ANY GOODS TO COMPLY WITH THE WARRANTY ARE EXPRESSLY EXCLUDED AND HEREBY WAIVED BY THE BUYER.
11. **INDEMNIFICATION:** Each party ("Indemnitor") shall indemnify and hold harmless the other party and its employees, officers, directors, and agents (each an "Indemnitee") from any suit, cause of action, judgment or claim ("Claim") for damages to property or bodily injury, loss of life, infringement, liability of any nature, costs, or expenses, including reasonable attorney fees ("Damages") to the extent caused directly by the negligent act or omission or intentional misconduct of the Indemnitor. Indemnification shall not apply to Damages proximately caused by the negligence of the Indemnitee.
12. **NON-WAIVER:** The failure of either Seller or Buyer to insist upon the strict performance of any of these Terms and Conditions of Sale will not be deemed to be a waiver of any of the right or remedies of Seller or Buyer, nor of its right to insist upon strict performance of such term or of any other term in the future. No waiver of any of these Terms and Conditions of Sale will be valid unless in writing signed by a duly authorized representative of the waiving party.
13. **INSPECTION AND ACCEPTANCE:** Buyer shall examine all goods upon receipt and prior to installation. All claims for damage, shortage, and errors in shipment or improper delivery must be made to Seller in writing within five (5) business days of delivery, after which date Buyer will be deemed to have accepted the goods and will have no right to reject the goods or to revoke acceptance. Buyer must make any claims for billing errors or adjustments to Seller in writing within ten (10) business days from the invoice date. Claims not received in writing within such period of time will be waived by Buyer.
14. **RETURNS:** Buyer may return any good which Seller stocks and which is not a special order item if: (i) it is in new condition, suitable for resale in its undamaged original packaging and with all original parts; and (ii) it has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged. All returns are subject to a re-stocking fee, unless otherwise agreed to by Seller. Special orders or non-stock goods may be returned if the manufacturer is willing to accept the return and Buyer agrees to reimburse Seller for any restocking or cancellation fees charged by the manufacturer. As a condition for rejecting Goods and entitling the buyer to a refund of the purchase price or obtaining substitute Goods at the option of Seller notice of rejection of Goods shall be given in writing to Seller by the Buyer within thirty (30) days of receipt of the Goods. Failure to give such notice in writing shall constitute acceptance of the Goods as if in full compliance with the warranty stated above.
15. Payment for all Goods pursuant to this invoice is due as stated on the previous pages of this invoice or statement and any payment not made when due shall be subject to interest at 1.5 percent per month commencing from the date of shipment. Buyer shall not be allowed to retain or holdback payment and Buyer's payment obligations are not contingent on any event other than Seller's performance. Buyer's receipt of payment or funds from any third party shall in no way relieve Buyer's obligations to pay Seller. Buyer's credit application to Seller is hereby incorporated by reference. Buyer is not entitled to set-off any amounts due to Seller by any amount due by Seller to Buyer in connection with any transaction governed by these Terms and Conditions of Sale.
16. The buyer is liable to seller for all costs of collecting past due accounts plus reasonable attorney's fees.
17. **CANCELLATION:** Buyer may not cancel, change or modify an order without the written consent of Seller and payment by Buyer of all applicable cancellations or re-stocking fees.

18. **SECURITY:** To secure payment and performance of all obligations, Applicant hereby grants Seller a Purchase Money Security Interest in all inventory, equipment, and materials distributed by Seller, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Seller. This includes all services sold by Seller including but not limited to, safety accessories, fasteners, parts, maintenance, repair, operation, production and related supplies ("Collateral"). The security interest extends to all repossessions, returns, and all proceeds from the sale, rental; and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may come into existence during the term of this Agreement. Applicant authorizes Seller to file financing statements describing the Collateral along with other notices, and will assist Seller in taking any other necessary action to perfect and protect Seller's security interest.
19. The term "Seller" in this invoice shall refer to the entity which sold the Goods to the buyer. The Seller will be Endries International, Inc. This invoice is being submitted on behalf of the Seller by Endries International, Inc.