

TERMS AND CONDITIONS OF PURCHASE

1. OFFER AND ACCEPTANCE: THIS PURCHASE ORDER IS AN OFFER, IT IS NOT AN ACCEPTANCE OF ANY OFFER SELLER MAY HAVE MADE TO BUYER. THIS PURCHASE ORDER IS MADE ON THE TERMS AND CONDITIONS STATED ON THE FACE AND REVERSE SIDES HEREOF, BUYER OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS.

2. SHIPMENT: Shipments shall be F.O.B. Sellers place of business. Conforming goods shall be shipped to Buyer's factory at the address indicated on the face side hereof. Seller shall not ship the goods under reservation, and no tender of a bill of lading shall operate as a tender of the goods. Seller shall use its best efforts to ship the goods on or about the date specified.

3. DELIVERY: Buyer shall have the right to demand and to receive delivery in portions from time to time, but delivery shall be in a single lot unless Buyer makes such a demand.

4. TITLE; RISK OF LOSS: Title to the goods shall be in Seller and risk of loss of or damage to the goods shall be on seller until Buyer has inspected and accepted the goods at Buyer's factory, at which time title shall pass and risk of loss or damage shall shift to Buyer.

5. WARRANTIES: Seller warrants that the goods will conform to the contract description, including any specifications, drawings, and schedules indicated as applicable to this Purchase Order, that the goods will be merchantable and of good material and workmanship; and that the goods will be fit for the purposes for which they are manufactured.

6. PATENTS: Seller warrants that the goods, and the production, sale, and use thereof, do not and will not infringe any patent right; that Seller will, at its own cost and expense, defend any suit or action that may arise in respect thereto, provided that Seller is notified thereof; and that Seller will indemnify Buyer against and save Buyer harmless from all liability, damages, losses and expenses, including, without limitation, reasonable attorney's fees, that may be incurred by Buyer as a result of any such alleged or actual infringement.

7. REMEDIES: Buyer and Seller shall have all the remedies afforded by the Uniform Commercial Code and all additional remedies provided in this Purchase Order.

8. PRICE: The price shown on the face side hereof is Seller's latest price, but Buyer shall pay the unit price that is shown on Seller's price list on the date of shipment times the number of units shipped. No extras other than those noted on this order shall be paid by Buyer unless otherwise agreed in writing before Seller proceeds with the order.

9. INSPECTION: Buyer shall have the right to inspect the goods at Buyer's plant, prior to acceptance and payment.

10. PAYMENT: Buyer shall pay the price of the goods shipped after inspection and acceptance of Buyer's plant.

11. IMPRACTICABILITY: Buyer shall not be liable for any failure to take delivery of the goods when taking delivery is rendered impracticable by fire, embargo, strike, difference with employees, accidents, acts of God, or any other circumstances beyond Buyer's control, either of the foregoing nature or of any other nature.

12. PROCEDURE UPON IMPRACTICABILITY: When Buyer claims an excuse under paragraph 12, Buyer must give reasonable notice to Seller. When only a part of Buyer's capacity to perform is excused under paragraph 12, Buyer must allocate, in a fair and reasonable manner, receipt of deliveries among its vendors then under contract for similar goods. When an allocation has been made, notice of the estimated quota made available for each vendor must be given. The procedure upon receipt of notice shall be as provided in Section 2-615 of the Uniform Commercial Code.

13. COLLATERAL PROMISES: There are no representations or conditions, express or implied, except those herein contained.

14. MODIFICATIONS: This agreement can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

15. WAIVER: No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is in writing signed by the aggrieved party.

16. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned by either Buyer or Seller without the written permission of the other party, and no delegation of any obligation owed, or of the performance of any obligation, by either Buyer or Seller shall be made without the written permission of the other party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

17. APPLICABLE LAW: This agreement shall be governed by the Uniform Commercial Code as enacted in Wisconsin.

18. GOVERNMENT REGULATIONS: In the performance of work under this order, Seller agrees to comply with all applicable federal, state, or local laws, rules, regulations, and ordinances.

19. FAIR LABOR STANDARDS ACT: Seller certifies that goods shipped pursuant to this order were produced or will be produced in compliance with all applicable requirements of Sections 6,7, and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof. Seller agrees to issue to Buyer a certificate so stating with respect to all Goods shipped pursuant to this order.

20. EQUAL OPPORTUNITY CLAUSE: During the performance of this contract or purchase order, the Contractor agrees as follows:

(A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting office, setting forth the provisions of this nondiscrimination clause.

(B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(C) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments under **Section 202 of Executive Order 11246 of September 24, 1965**, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Contractor will comply with all provisions of **Executive Order 11246 of September 24, 1965**, and by the rules, regulations, and relevant orders of the Secretary of Labor.

(E) The Contractor will furnish all information and reports required by **Executive Order 11246 of September 24, 1965**, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(F) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in **Executive Order 11246 of September 24, 1965**, and such other sanctions may be imposed and remedies invoked as provided in **Executive Order 11246 of September 24, 1965**, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(G) The Contractor will include the provisions of paragraphs (A) through (G) in every sub contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of **Executive Order 11246 of September 24, 1965**, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21. AFFIRMATIVE ACTION CLAUSES: All provisions of 41 CFR 60.250, as amended, pertaining to Affirmative Action for disabled Veterans and for Veterans of the Vietnam Era are hereby incorporated by reference if this order is for \$10,000 or more. All provisions of 41 CFR 60.741, as amended, pertaining to Affirmative Action for Handicapped Workers are hereby incorporated by reference if this order is for \$2,500 or more.

22. PROPERTY OF BUYER: If this order includes tools, dies, molds, jigs, fixtures, or inspection devices made especially for Buyer and charged to Buyer, they will be deemed Buyer's property and will be held and used by Seller for Buyer's exclusive benefit. Seller shall maintain, repair, and store such equipment at Seller's expense, and shall not deliver it to Buyer or dispose of it except on written instructions from Buyer. If this order requires that Buyer deliver drawings, part, or sub assemblies to Seller, such material shall remain Buyer's property and shall be used exclusively for Buyers benefit. Graphic arts material such as film negatives, positives, engravings, electros and dies made by Seller for the production of the goods shall be the property of Buyer and shall be surrendered to Buyer on request.

23. CHANGES AND TERMINATION: Buyer reserves the right to terminate this order and to change the quantities, schedules of deliveries, or specifications for its convenience upon giving Seller due notice thereof. In the event of termination, Seller shall be entitled to reasonable termination charges, consisting of percentage of the order price corresponding to the percentage of the work performed prior to termination plus actual direct costs resulting from termination. The produce of any work for which payment is claimed must be delivered to Buyer. If quantities, schedules, or specifications are changed and if such change causes material increase or decrease in the cost of or time required for performance, then an equitable adjustment of the order price or delivery schedule or both shall be made, provided Seller shall have notified Buyer in writing of any such claim within 30 days of the date of notice from Buyer and provided further that Buyer shall have agreed in writing to such adjustment.

24. INFORMATION: Seller shall assert no claim, other than a claim for patent infringement, against Buyer with respect to any information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services to be provided hereunder. All such disclosures shall be nonconfidential and shall be received free from all restrictions except restrictions provided under the patent laws.