

## STANDARD TERMS AND CONDITIONS OF SALE

1. It is Customer's responsibility to make a careful inspection of the Product for evidence of loss or damage, both apparent and concealed. For loss or damage by motor freight, freight forwarders, railway express, rail or air shipments, secure a notation of any loss or damage on Customer's copy and on the carrier's copy of the delivery receipt, retain products and shipping containers, and call carrier immediately for an inspection and file a claim with the carrier.
2. To the extent that this order is covered by a prior written contract between the parties, it is accepted on the terms and conditions in that contract and the terms and conditions expressed herein are not intended to modify, change, or supersede such prior contract. To the extent that this order is not covered by such a contract, this instrument contains all of the terms and conditions with respect to the sale and purchase of the Products named herein. Manufacturer can change its applicable terms and conditions at any time unless otherwise explicitly stated on the face hereof or in an effective prior written contract. No modifications of these terms and conditions shall be of any force unless such modification shall be in writing and signed by the party claimed to be bound thereby. If any of the provisions of Customer's purchase order or other writings are in conflict with the terms and conditions of this document, the terms and conditions of this document shall govern. This sales agreement is not assignable or transferable by Customer, in whole or in part, except with the written consent of Manufacturer.
3. Manufacturer's liability as to delivery ceases upon making delivery of the Products purchased hereunder to carrier at shipping point in good condition. Title and risk of loss for the Products supplied hereunder will pass at the F.O.B. point specified in Manufacturer's applicable published price schedule for all Products shipped by Manufacturer. Title and risk of loss for all Products picked up by Customer at Manufacturer's designated shipping locations will pass to Customer at the point the Products are deposited by Manufacturer onto Customer's owned or leased equipment.
4. **MANUFACTURER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ITS PRODUCT, WHETHER AS MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER EXCEPT THAT ITS PRODUCTS WILL BE FREE FROM DEFECTS IN MATERIAL AND IN WORKMANSHIP AND WILL CONFORM TO THE SPECIFICATIONS THAT HAVE BEEN PUBLISHED IN WRITING BY MANUFACTURER AND MADE AVAILABLE TO CUSTOMER. THE CUSTOMER ASSUMES ALL RISKS OF LIABILITY WHATSOEVER RESULTING FROM THE USE OF MANUFACTURER'S PRODUCTS WHETHER USED SINGULARLY OR IN COMBINATION WITH OTHER ITEMS. MANUFACTURER'S LIABILITY FOR NONCONFORMING PRODUCTS IS EXCLUSIVELY LIMITED TO THE REPLACEMENT OF THE DEFECTIVE PRODUCTS FOR PERIOD A OF TWO YEARS AFTER THE DATE OF SALE, PROVIDED THE CUSTOMER COMPLIES WITH MANUFACTURER'S CURRENT PUBLISHED RETURN POLICY. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY OF THE ABOVE TO THE CONTRARY, MANUFACTURER'S MAXIMUM LIABILITY SHALL NOT EXCEED THE COST OF THE PRODUCT.**

This warranty shall not apply to Products that have been repaired or altered by anyone other than Manufacturer. This Warranty shall not apply to any Products subject to misuse due to common negligence or accident.

Any oral statement concerning the Products inconsistent with this warranty shall be of no force or effect. The only warranties concerning the Products are made in writing by Manufacturer. The Customer may not rely upon any statement or representation concerning the Product made by any other person.

*This Warranty is available to the Customer and is not transferable.*

5. Customer shall examine any such Products for any damage, defect, or shortage. All claims for any cause whatsoever (whether such cause be based on contract, breach of warranty, negligence, strict liability, other tort, or otherwise) shall be deemed waived unless made in writing and received by Manufacturer within thirty days after Customer's receipt of such Products or before such Products are used, whichever shall occur first, or if such claim is for non-delivery of such Products, within thirty days after the date upon which such Products were to be delivered; provided that as to such claim not reasonably discoverable within such thirty-day period (including such claims discoverable only in processing, further manufacture, other use, or resale), such claim shall be made in writing and received by Manufacturer within 180 days after Customer's receipt of the Products. Failure of Manufacturer to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Customer of such claim irrespective of whether the facts giving rise to such claim shall have been discovered or whether processing, further manufacture, other use, or other resale of the Products shall have taken place. Products sold under this Agreement shall not be returned without Manufacturer's permission and transportation charges for return shall not be paid by Manufacturer unless authorized in advance.
6. Payment terms are net thirty (30) days from invoice date unless otherwise agreed in writing. In the event Customer fails to fulfill the terms of payment, or in case Manufacturer shall have any doubt at any time as to Customer's financial responsibility, Manufacturer may decline to make further deliveries except upon receipt of cash or satisfactory security. Past due balances are subject to a late payment charge of 1½% per month, or the maximum amount permitted by applicable law, whichever is less. Customer shall reimburse Manufacturer for all taxes, excise, or other charges which Manufacturer may be required to pay to any government (national, state, or local) upon the sale, production, or transportation of the Products sold hereunder. Customer shall pay all reasonable costs, fees (including attorneys' fees), and expenses incurred by Manufacturer in collecting monies due or to become due hereunder.
7. It is expressly understood that any technical advice furnished by Manufacturer with reference to the use of its Products is given gratis and Manufacturer assumes no obligation or liability for the advice given or results obtained. All such advice is given and accepted at Customer's risk.
8. The agreements between the Manufacturer and Customer were made and entered into by the parties in the State of Minnesota. In the event a dispute arises, said dispute shall be settled in the District Court, Stearns County, Minnesota. The agreement between Manufacturer and Customer shall be construed and interpreted according to the laws of the State of Minnesota.