

**The Purchase of Goods from Ultra Tool and Manufacturing, Inc.
is governed by the following Terms and Conditions. Please review carefully.**

**ULTRA TOOL & MFG., INC.
TERMS AND CONDITIONS**

1. **Entire Agreement.** These Terms and Conditions and Seller's proposal to Buyer shall constitute the entire agreement (the "Agreement" or "Terms and Conditions") of Ultra Tool & Mfg., Inc. ("Seller") and Buyer with respect to the sale of the goods described in the proposal. These Terms and Conditions are controlling and supersede any prior or contemporaneous agreements, understandings or representations, oral or written, relating to the subject matter of this Agreement. These Terms and Conditions shall govern in the event of any conflict between these Terms and Conditions and any provision contained in any subsequent Purchase Order or similar document from Buyer, the terms of which, whether conflicting, supplemental or otherwise, are expressly rejected.
2. **Shipment, Title and Risk of Loss.** Unless otherwise agreed in writing, shipment shall be F.O.B. Point of Shipment. Title and risk of loss pass from Seller to Buyer upon delivery to a carrier. Buyer agrees that the delivery date or dates are estimates only and may be changed. Seller will use commercially reasonable efforts to deliver goods in accordance with the delivery dates. However, Seller shall not be liable for failure to deliver as estimated.
3. **Payment.** Net 30 days following the date of invoice. Amounts not paid in full within 30 days of date of invoice will be subject to a service charge of 1% per month on the unpaid balance until paid in full.
4. **Taxes and Other Charges.** In addition to the sales price of the goods, Buyer shall be responsible for any tax, fee or other charge imposed upon the sale and/or shipment of the goods sold under this Agreement, now imposed by federal, state, municipal or any other governmental authorities or becoming effective during the period of this Agreement.
5. **Cancellation or Default by Buyer.** This Agreement may not be cancelled or rescheduled, in whole or in part, by Buyer except with Seller's written consent. If at any time, in Seller's opinion, Buyer's credit is impaired, or if Buyer shall fail to pay to Seller any amount when due, under this or any other agreement, or if at any time Buyer shall indicate an intention to refuse to perform its obligation under this Agreement, Seller may, at its option, require full or partial payment in advance of shipment or production, demand adequate assurance of payment, or terminate this Agreement and all obligations of Buyer with respect to shipments previously made shall become immediately due and payable. In the event of termination, Buyer shall remain liable to Seller for any and all loss or damage sustained due to Buyer's default. Buyer shall pay all of Seller's costs and expenses, including attorney's fees, incurred by Seller to enforce this Agreement.
6. **Force Majeure.** Seller shall not be liable for any loss, damage, or penalty as a result of any delay in or failure to manufacture, deliver or perform due to any cause beyond Seller's reasonable control, including, without limitation, accident, fire, actual or threatened strike or riot, explosion, mechanical breakdown (including technological or information systems), plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, compliance with any law, regulation or order, acts of God or public enemy, prior orders from others, or limitations on Seller's or its suppliers' products or marketing activities or any other cause or contingency beyond Seller's control. The time for performance shall be extended for a period equivalent to the delay, if any. If, by reason of any of the foregoing events, Seller's supply of goods shall be insufficient to meet all requirements, Seller shall have the right, at its option, and without liability, to allocate its available supply among its present and future customers in such a manner as Seller deems equitable. If by reason of any of the foregoing events, the cost of the goods exceeds the sales price of the goods, Seller shall have the right, at its option, to terminate this Agreement.
7. **Warranty.** Seller warrants that the goods to be sold under this Agreement will conform to the description of the goods as provided to Buyer, and will be of Seller's standard quality. Buyer represents that it has used its own independent skill and expertise in connection with the selection and use of the goods purchased pursuant to this Agreement, and that it will independently determine the suitability for each use for which it is purchased. **THIS WARRANTY IS EXCLUSIVE, AND EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THIS WARRANTY SHALL BE VALID, UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER. IN THE EVENT THE GOODS ARE NOT IN COMPLIANCE WITH THIS WARRANTY, BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A CREDIT FOR THE COST OF THE GOODS OR, AT SELLER'S OPTION, REPLACEMENT OF THE GOODS. SELLER SHALL UNDER NO CIRCUMSTANCES, WHETHER FOR A FAILURE OF ITS LIMITED REMEDY OR OTHERWISE, BE LIABLE TO BUYER OR ANY OTHER PARTY FOR SPECIAL, INCIDENTAL, DIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.** This warranty shall not be effective if Seller has determined, in its sole discretion, that Buyer has misused the goods in any manner, has failed to use the goods in accordance with industry standards and practices, or has failed to use the goods in accordance with instructions, if any, furnished by Seller. All

warranty claims must be brought within one year of shipment, regardless of their nature.

8. **Limitation of Actions.** Any claim must be made in writing within 10 days after receipt of goods, if for quantity, or within 30 days after receipt of goods, if for quality, loss of or damage to goods, and the goods must be held available at Buyer's place of business for Seller's inspection. Any action for breach of this Agreement, other than for non-payment, must be commenced within one year of the date of shipment, or due date of delivery in the event of non-delivery, of the particular shipment upon which such claim is based. Other than a warranty claim, no claim may be made after goods have in any way been used or processed by the Buyer. Buyer's remedies set forth in this Agreement are exclusive. The total liability of Seller for damages with respect to this Agreement, or anything done in connection with this Agreement, shall be limited to the purchase price of the particular shipment with respect to which the damages are claimed.
9. **Intellectual Property.** Buyer shall retain ownership of, and intellectual property rights in any plans, designs, and related materials that Buyer provides Seller for the production of the goods to be sold under this Agreement. All work product created by Seller with respect to the work performed under this Agreement shall be owned exclusively by Seller. The work product may include, without limitation, designs, models, schematics, data and prototypes of or related to the goods to be sold. Seller shall maintain ownership rights to any intellectual property created by Seller with respect to the goods, including any improvements to the goods that originate from, or are related to, Buyer's concept and/or plan for the goods to be sold under this Agreement. Should Buyer desire to pursue patent, copyright, or any other form of intellectual property protection for the goods, Seller may, but shall not be required to, grant a release of its rights in the goods and the related work product in favor of Buyer. Any release of Seller's right and title to the goods and the related work product shall be at the sole discretion of Seller, and may be contingent upon Buyer's agreement to grant Seller a license to continue to use the goods and the associated work product in future goods and projects produced by Seller.
10. **Indemnification.** Buyer shall indemnify and hold Seller, its employees and agents harmless from any and all claims, actions, costs, demands, damages, and liabilities of any nature, including attorney's fees incurred by Seller, relating to or in any way arising out of (a) the delivery, rejection, possession, use, operation, control, or disposition of the goods; or (b) claims alleging that the goods violate any proprietary right of any other person. Buyer agrees, at Buyer's sole cost and expense, to promptly defend and continue the defense of any claim or action that may be brought against Seller, provided that Seller shall promptly notify Buyer.
11. **Returns.** No goods may be returned to Seller, without Seller's written consent. Goods returned without Seller's prior written consent will be refused.
12. **Amendment.** This Agreement shall not be amended, except by a writing signed by an officer of the Seller and specifically stating that it is an amendment.
13. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. **ANY DISPUTE BETWEEN BUYER AND SELLER WHICH RESULTS IN EITHER PARTY INSTITUTING COURT PROCEEDINGS SHALL BE LITIGATED IN EITHER THE FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF WISCONSIN OR THE WAUKESHA COUNTY CIRCUIT COURT, WHICH COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY MATTER RELATED TO THIS AGREEMENT.**