

TOOLCRAFT CO., INC.
TERMS AND CONDITIONS OF SALE

All sales by Toolcraft Co., Inc. (the "Company") to the party identified in this Quotation (the "Purchaser"), regardless of whether this Quotation is in response to a purchase order or not, are subject to the terms and conditions which follow. The terms and conditions of this Quotation shall control the sale and purchase of the Products (including services) subject to it. By accepting this Quotation, the Purchaser agrees to be bound by its terms and conditions.

1. **Contract; Controlling Terms and Conditions.** This Quotation is intended to constitute an offer to contract with Purchaser. It shall not be deemed an acceptance of any offer or proposal made by the Purchaser. If this Quotation is sent in response to a purchase order submitted by Purchaser, it shall not be considered an acceptance of that purchase order but shall rather constitute a counteroffer to it, which is subject to acceptance by Purchaser. If Company fulfills this Quotation and Purchaser either accepts the Products delivered pursuant to this Quotation or pays any portion of the quoted price, this Quotation shall be deemed accepted. The complete agreement between the Company and Purchaser is contained in this Quotation and no additional or different term or condition stated by Purchaser shall be binding unless agreed to by the Company in writing. The Company's failure to insist upon strict performance of any of the terms and conditions of this Quotation shall not be considered a waiver of any such term or condition or any of its rights.
2. **Time for Acceptance and Price.** Quoted price is good for 30 days. Additional charges may apply, including, but not limited to, material or fuel surcharges, special packing, engineering, inspection or other documentation.
3. **Payment Terms.** 1%10 Net 30 days. Late payment subject to 1-1/2% per month.
4. **Patents.** Purchaser warrants that Products and any improvement made to the Products by the Company covered by this Quotation either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents, trademarks, or copyrights either in the U.S.A. or other countries. Purchaser will indemnify and hold harmless Company, its officers, employees, agents, successors, assigns, customers and users of its products from and against any and all losses, expenses, damages, claims, suits and liabilities including incidental and consequential damages, court costs and attorneys fee's arising as a result of any claim that the improvement, machining, manufacture, use, sale or resale of the Products, infringes on any patent, utility model, industry design, copyright, or other intellectual property rights in any country. Purchaser will, when requested by Company, defend any action or claim of such infringement at its own expense. Purchaser's obligations under the preceding two sentences will apply even though Company furnishes all or any portion of the design of or specifies all or any portion of the processing of the Products.
5. **Substitution.** The Company reserves the right to substitute material and revise price accordingly in order to complete production.
6. **Manufacturing Devices and Technical Info; Tools.** Unless indicated otherwise in this Quotation, all manufacturing devices, designs, data or other technical information relating to the fulfillment of this Quotation, and all special equipment, tools, fixtures, jigs, etc. produced or acquired by Company relating to the fulfillment of this Quotation shall remain the property of the Company.
7. **Technical and Manufacturing Services.** Technical and manufacturing services provided by Company may include, without limitation, engineering, design consulting, rework, heat treating, plating, thread rolling etc. Company will use its best effort to provide such services in a good and workmanlike manner but will not be responsible for damages to goods on which such services are performed. The Purchaser shall indemnify and hold the Company harmless from all claims for personal injury or property damage in connection with such services except for injury or damage due to the sole negligence of Company. In case of Company's breach of any duty in connection with the provisions of such services, the Purchaser's sole and exclusive remedy shall be limited to the amount of the fees paid for the Product.
8. **Shipment, Title and Risk of Loss.** The Company will ship its Product F.O.B. point of shipment. Title and risk of loss pass from the Company to the Purchaser upon delivery of the product to the carrier. In the event Purchaser requests a shipment delay beyond the originally scheduled shipment date in the Quotation, the Company reserves the right to impose a reasonable storage charge for retaining the completed product at its facilities.
9. **Cancellation.** (a) By Purchaser. Purchaser shall have the right to cancel or otherwise suspend its order which is the subject of this Quotation only upon satisfaction of the following conditions: (i)The Company shall issue its written consent to such cancellation or suspension; (ii)Purchaser shall at the time of its request to cancel or suspend production tender payment in full of all invoices rendered by Company to date and shall, within five (5) days of such request, tender to Company such further amounts invoiced by Company as will compensate and indemnify Company for all loss, including lost profits, costs and other expenses incurred by Company in connection with the manufacture of the Product; and (iii)Purchaser shall bear the cost of removal of the Product from the Company facilities and shall schedule removal within five (5) days of its request. Removal shall be complete within 21 days of such request. (b) By Company. Company may cancel production, and it shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver if the cancellation is, caused by any event beyond its 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, acts of terrorism, 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. For purposes of this paragraph, "loss" or "damage" shall include lost profits, time and expenses related to the cancellation, all other types of consequential damages and all incidental, direct, special, and punitive damages.
10. **Limitation on Warranty and Remedies.** The Company warrants that for a period of one hundred twenty (120) days from the date of delivery of the Products (the "Warranty Period"), the Products to be sold under this Quotation will conform to the description on the face of the Quotation, and will be of Company's standard quality, free from defects in materials and workmanship and will possess the characteristics represented in writing by the Company. Any claim of breach of warranty must be made within the Warranty Period. Purchaser represents that it has used its own independent skill and expertise in connection with the selection and use of the Products purchased pursuant to this Quotation, and that it will independently determine the suitability for each use for which it is purchased. **THIS WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER, IS EXCLUSIVE, AND EXCEPT AS EXPRESSLY SET FORTH IN THIS QUOTATION, THE COMPANY 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 THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF THE COMPANY. IN THE EVENT THAT DURING THE WARRANTY PERIOD PRODUCTS ARE NOT IN COMPLIANCE WITH THE COMPANY'S WARRANTY HEREUNDER, PURCHASER'S SOLE REMEDY SHALL BE, AT COMPANY'S OPTION, THE REPAIR OF THE PRODUCTS IF RETURNED TO THE COMPANY WITH ITS CONSENT, OR A CREDIT FOR THE COST OF THE PRODUCT IN AN AMOUNT EQUAL TO THE PRICE SET FORTH IN THE QUOTATION. THE COMPANY SHALL UNDER NO CIRCUMSTANCES, WHETHER FOR A FAILURE OF ITS LIMITED REMEDY OR OTHERWISE, BE LIABLE TO PURCHASER OR OTHERS FOR SPECIAL, INCIDENTAL, DIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.** This limited warranty shall not apply to component parts of the Products which the Company did not manufacture. The warranty provided by the manufacturers of such parts shall apply to them and Purchaser must make any claim for breach of such warranty to the manufacturer of the defective or nonconforming component part.
11. **Limitation on Non Warranty Claims.** Any claim that the quantity of the Products is incorrect must be made in writing within 10 days after receipt of the Products. Any claim for loss or damage to the Products must be made within thirty (30) days after receipt of the Products. In both instances, the Products must be held available at Purchaser's place of business for inspection, or returned at Company's request.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

