

Terms and Conditions

1. Prices for the property identified in this document (the "Goods") are Seller's prices in effect on the date the Goods were shipped.
2. The amount of any present or future taxes, tariffs or duties, export charges, license fees, royalties, or any other fees or charges imposed by any state or local authority, the United States, any foreign government, or any other person or entity on the production, sale, or use of the Goods shall be paid by Buyer, and any such amounts paid by Seller shall be for the account of Buyer. If the Goods are subject to any sales, use or excise tax, Buyer shall provide Seller with an exemption certificate prior to the date the Goods are shipped by Seller.
3. The terms for payment for the Goods are as specified on the reverse side of this invoice. Discounts for prompt payment will be credited only if payment is actually received within the discount period which commences on the date of shipment. Buyer agrees to remit payment to Seller at the location shown on the reverse side of this invoice. Seller reserves the right at any time to suspend or revoke any credit extended to Buyer if Buyer fails to pay any invoice at maturity or for any other reason deemed good and sufficient in Seller's sole discretion. In such case, in addition to any other remedies contained herein or provided by law, Seller has the right to demand cash payment or satisfactory security from Buyer prior to shipment. Buyer's failure to pay any invoice at maturity makes all subsequent invoices immediately due and payable irrespective of any terms contained herein or therein, and Seller may withhold all subsequent shipments until Buyer's account is settled in full. Buyer agrees that Seller may at its option charge interest on delinquent accounts at the lesser of 1 1/2% per month or the highest rate allowed by applicable law. Buyer hereby grants Seller a lien and security interest in all Goods to secure all amounts owing to Seller by Buyer hereunder.
4. Notwithstanding any law to the contrary, Buyer assumes all risks of and responsibility for loss or damage to, or delay in delivery of, the Goods after their tender by Seller to a common carrier or other shipper designated by Buyer. Notwithstanding Section 2-510(1) of the Uniform Commercial Code, after tender of the Goods to Buyer, all risk of loss shall remain with Buyer regardless of any breach of warranty or nonconformities in the Goods.
5. Seller reserves the right to ship usable portions of this order in installments. All such installments shall be separately invoiced and shall be paid for in accordance with the terms herein contained. Delay in the shipment of any installment shall not relieve Buyer of its obligation to accept subsequent shipments. Seller shall not be responsible for any delay or failure with respect to any shipment of the Goods if due to or arising from any shortage of materials, fire, labor trouble of any kind, accident, breakdown of machinery, government act of any kind, failure of any manufacturer, subcontractor or supplier to deliver materials or supplies or to provide services as agreed or contemplated by past dealings, transportation difficulties of any kind, act of God, act of the public enemy, act of war, act of Buyer or any other contingency reasonably beyond Seller's control, whether or not presently occurring or contemplated by either party. In the event of any such delay, the date of delivery shall be extended for a

reasonable period of time.

6. Buyer agrees to inspect the Goods immediately upon its receipt thereof, and shall give written notice to Seller of any claim that the Goods do not conform with the terms of the contract within fifteen (15) days after delivery of the Goods to Buyer or the destination designated by Buyer. If Buyer shall fail to give such notice, the Goods shall be deemed to conform with the terms of the contract, and Buyer shall be bound to accept and to pay for the Goods, and shall have no remedy against Seller nor any right to revoke such acceptance for any reason. In the event of a timely claim against Seller, the parties shall promptly arrange to jointly inspect the Goods, and, where appropriate, to have representatives of the carrier present at such inspection. Any damage, loss or shortage occurring in transit shall be settled by Buyer with the carrier without any offset of the purchase price of the Goods. Buyer shall set aside, protect and hold those Goods which are the subject of its claim, without further processing, until Seller has an opportunity to inspect them and advise Buyer of the disposition, if any, to be made of them. In no case shall any Goods be returned without the prior written consent of Seller.

7. Samples of stock Goods are provided to Buyer without charge. If Buyer places an order for any stock Goods after receipt of a sample thereof, the sample shall be deemed to have been approved by Buyer. Buyer acknowledges and agrees that any sample of Goods manufactured by Seller (except for Goods manufactured pursuant to Section 8 below) constitutes confidential and proprietary information of Seller, except if the Seller has a resale agreement with the Buyer, and Buyer shall not, directly or indirectly, use the sample in any manner whatsoever, whether for commercial or non-commercial purposes, other than for the purpose of evaluating whether to purchase the Goods.

8. Samples of Goods produced by Seller pursuant to any designs, specifications, or other written or oral instructions provided by Buyer for the purpose of directing the manner in which Seller produces the Goods ("Buyer's Specifications") are provided to Buyer without charge; provided, however, that Seller reserves the right to charge Buyer a reasonable set-up charge in connection therewith. Shipment of any Goods produced in accordance with any Buyer's Specifications constitutes approval and acceptance by Buyer of any sample with respect to such Goods, and acknowledgment by Buyer that Seller is not the designer of such Goods. Buyer agrees to indemnify Seller against any loss, cost, liability or expense resulting from any infringement or claimed infringement of any patent, trademark, or other intellectual property right arising from or relating to Seller's compliance with any of Buyer's Specifications.

9. SELLER ASSUMES NO RESPONSIBILITY FOR ANY DAMAGE, LIABILITY, OR LOSS, WHETHER TO PERSONS OR PROPERTY, WHICH ARISES FROM OR RELATES TO, DIRECTLY OR INDIRECTLY, BUYER'S SPECIFICATIONS FOR THE DESIGN OF THE GOODS OR BUYER'S RECOMMENDATIONS FOR THE USE OF CERTAIN RAW MATERIALS FOR THEIR PRODUCTION. BUYER AGREES THAT THE GOODS SHALL BE DEEMED TO HAVE BEEN PRODUCED PURSUANT TO BUYER'S SPECIFICATIONS IF BUYER ADOPTS ANY OF SELLER'S RECOMMENDATIONS WITH RESPECT TO THE GOODS.

10. Seller warrants only that (a) Goods sold to Buyer will be free and clear of all liens and encumbrances (b) Goods manufactured by Seller will substantially conform to any sample

thereof delivered to Buyer, and (c) reconditioned equipment sold by Seller shall be free from material defects for a period equal to the warranty period provided by the original manufacturer of such equipment. ANY GOODS WHICH ARE NOT MANUFACTURED OR RECONDITIONED BY SELLER CARRY SUCH WARRANTY, IF ANY, AS IS PROVIDED BY THE MANUFACTURER OF SUCH GOODS. EQUIPMENT REPAIR IS PERFORMED WITHOUT ANY WARRANTY OF ANY NATURE WHATSOEVER. THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE GOODS.

11. Buyer's sole and exclusive remedy for breach of Seller's express warranty provided in Section 10 above shall be the replacement, at Seller's expense, of Goods which were manufactured by Seller, upon delivery of such Goods, transportation prepaid, to Seller at the address on the reverse side of this invoice within fifteen (15) days following the delivery of such Goods to Buyer. IN THE EVENT THAT SELLER'S PUBLISHED WARRANTY OR ANY OTHER OBLIGATION OF SELLER APPLICABLE TO THE GOODS FAILS OF ITS ESSENTIAL PURPOSE, BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE OR OTHER TORT, OR OTHERWISE, SHALL BE RETURN OF OR CREDIT FOR SO MUCH OF THE PURCHASE PRICE AS IS APPLICABLE TO THE GOODS WHICH ARE NONCONFORMING OR DEFECTIVE. SELLER SHALL HAVE NO LIABILITY WHATSOEVER, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR LOST PROFITS.

12. EXCEPT AS SET FORTH IN SECTION 6 ABOVE, NO CLAIM OR ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO ANY GOODS MAY BE BROUGHT BY BUYER MORE THAN TWELVE (12) MONTHS AFTER THE DATE OF SHIPMENT OF SUCH GOODS.

13. BUYER AGREES THAT IF ANY OF THE TERMS AND CONDITIONS OF ITS PURCHASE ORDER ARE INCONSISTENT WITH THE TERMS AND CONDITIONS STATED HEREIN, THEN THE TERMS AND CONDITIONS STATED HEREIN SHALL BE BINDING UNLESS SELLER SHALL HAVE EXPRESSLY CONSENTED IN WRITING TO THE TERMS AND CONDITIONS CONTAINED IN BUYER'S PURCHASE ORDER.

14. This invoice shall be governed by the laws of the State of Illinois.