

**PIONEER METAL FINISHING, LLC**  
**STANDARD TERMS AND CONDITIONS OF SALE**

1. **TERMS AND CONDITIONS.** Any offer or order placed by a Buyer, whether oral, written, by facsimile, e-mail or other electronic means, shall be deemed to constitute an offer by the Buyer to enter into a contract to purchase goods and services (the “**Products**”) from Pioneer Metal Finishing, LLC (“**Seller**”) solely on these Terms and Conditions of Sale (the “**Terms**”). Any offer by Buyer shall be deemed to be accepted by Seller, and a contract on the terms and conditions contained herein shall be deemed to be entered into, upon the transmittal of Seller’s “**Acknowledgment of Order**” to Buyer, or upon the shipment of Products to Buyer, whichever occurs first. SELLER HEREBY EXPRESSLY OBJECTS TO, AND IS NOT BOUND BY, ANY TERMS OR CONDITIONS ON BUYER’S ORDER, CONFIRMATION FORMS OR OTHER DOCUMENTS, WHICH ATTEMPT TO IMPOSE UPON SELLER TERMS AND CONDITIONS WHICH DIFFER FROM SELLER’S STANDARD TERMS AND CONDITIONS OF SALE HEREIN; AND SHIPMENT OR OTHER PERFORMANCE BY SELLER SHALL NOT CONSTITUTE ASSENT TO ANY SUCH INCONSISTENT TERMS. BUYER’S FULL OR PARTIAL PAYMENT OR ACCEPTANCE OF DELIVERY SHALL CONSTITUTE ACCEPTANCE OF ALL OF THESE STANDARD TERMS AND CONDITIONS.

2. **LIMITED WARRANTY.** Seller warrants the Products will be free from defects in finishing and workmanship under normal use and service for a period of ninety (90) days from the date first placed in service, provided such first date of service is within one hundred twenty (120) days from the date of shipment by Seller. Seller’s liability and Buyer’s exclusive remedy for any claims arising out of the Products sold hereunder shall be limited to replacement or repair of nonconforming goods or payment in an amount not to exceed the Seller’s unit sales price therefor, at Seller’s option. **THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER WITH RESPECT TO PRODUCTS SOLD BY SELLER, INCLUDING ANY OBLIGATIONS OR LIABILITY ARISING OUT OF SELLER’S NEGLIGENCE OR FAULT AND INCLUDING ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

3. **LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER OR ANYONE CLAIMING UNDER BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR EXPENSES OF ANY KIND, INCLUDING LOSS OF INCOME OR PROFITS OR GOODWILL, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY.**

4. **PRICES AND TERMS OF SALE.** Prices quoted by Seller in writing are firm for ninety (90) days after sample approval and are subject to change without notice thereafter. The prices and terms of sale stated herein are Ex Works Seller’s Facility (per Incoterms 2010), and are based on the quantities specified for delivery in a single lot unless otherwise indicated on Seller’s Order Acknowledgment and/or invoice. Such prices are subject to increase by Seller (i) for any order change made by Buyer and approved by Seller, and (ii) with respect to multiple orders pursuant to a single purchase order, for any order confirmed after a general price increase made by Seller.

5. **DELIVERY AND DELAY.** All quoted delivery dates and/or periods are approximate. Seller shall not be liable to Buyer or any third parties for any damage or loss as a result of any delay in, or failure of, performance due to any cause beyond Seller’s direct control, including but not limited to any acts of God, acts of Buyer, fire, flood, embargo or other governmental act, regulation or request, accident, labor dispute, strike, slowdown, war, riot, major equipment failure, delay in transportation, or shortage or inability to obtain necessary labor, materials, equipment, power and/or transportation. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

6. **PAYMENT.** Payment terms are net thirty (30) days after shipment unless otherwise stated on the front of Seller’s Invoice. Seller reserves the right to establish and change payment terms at any time without notice, however changes will not apply to previously accepted orders. Outstanding balances not paid when due shall be subject to a late charge accruing from the date of Seller’s Invoice at the rate of the lower of eighteen percent (18%) per annum or the maximum interest allowable under applicable state law on any late payments due hereunder. Failure to timely pay any Seller Invoice shall cause all subsequent Invoices to become immediately due and payable. Payment shall be made in U.S. Dollars (\$), unless otherwise agreed by Buyer and Seller. Seller may set off any amount due from Buyer, whether or not under this Agreement, against any amount which may become due to Buyer, whether or not under this Agreement.

7. **TAXES AND FEES.** Prices stated herein do not include any taxes, charges, assessments, or duties, and the amount of any thereof which Seller is required to pay or collect shall be invoiced to and payable by Buyer. Buyer shall also pay any

collection fees and reasonable attorneys' fees incurred by Seller in collecting payment of the purchase price and any other amounts for which Buyer is liable under the terms and conditions hereof.

8. **SHIPMENT; RISK OF LOSS; TITLE.** Unless otherwise agreed to in writing by the parties, deliveries of the goods shall be Ex Works Seller's Facility (per Incoterms 2010). Buyer shall be responsible to supply all packaging materials for shipment of the Products. The Buyer shall be responsible for all expenses incurred in delivering the goods unless otherwise indicated by the governing terms of sale. Risk of loss of the goods and responsibility to insure the goods shall pass to Buyer per the governing terms of sale. Title to goods shall transfer upon Seller's satisfaction of delivery per the governing terms of sale.

9. **INSPECTION AND ACCEPTANCE.** Buyer will have five (5) days after delivery of the Products to inspect the Products and to provide written notice to Seller of any defects. If Buyer does not notify Seller during this period, the Products shall be deemed accepted by Buyer and it is expressly agreed that Buyer shall have waived all claims based on any defects that were or would have been discovered upon reasonable inspection during this period. Such acceptance shall be deemed to have been made with knowledge of any defects that such an inspection reasonably would have revealed.

10. **CANCELLATION, MODIFICATION, SUSPENSION.** Cancellation, modification, suspension, or delay in shipment of Buyer's order shall not be accepted on terms which will not fully indemnify and reimburse Seller against losses, costs and expenses arising therefrom; such indemnity to include, without limitation, recovery of all direct costs incurred and a normal profit.

11. **CREDIT APPROVAL.** Shipments, deliveries and performances of work shall at all times be subject to the approval of Seller's credit department. Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment in advance or upon such other payment terms as are acceptable to Seller's credit department.

12. **PROPRIETARY RIGHTS.** Buyer acknowledges and agrees that it is not acquiring any right, title or license in or to Seller's intellectual property or other proprietary rights associated with any of the Products.

13. **INDEMNIFICATION.** To the maximum extent allowed by law, Buyer agrees to protect, indemnify and save harmless Seller, its successors, assigns, employees, and agents of and from any claim, loss, damage, deficiency, action, demand, judgment, cost or expense (including attorney's fees) arising out of: (i) Buyer's negligence, use, ownership, maintenance, transfer, transportation or disposal of the Products, (ii) Buyer's violation or alleged violation of any federal, state, county or local laws or regulations, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices, and (iii) Buyer's breach of these terms and conditions. Seller's remedies under these terms and conditions are cumulative and in addition to any other remedies available to Seller at law, in equity, by contract or otherwise. No purported limitation on Seller's remedies contained in any purchase order or other agreement, instrument or document provided by the Buyer shall operate to reduce Buyer's indemnification obligations hereunder.

14. **ASSIGNMENT; BINDING EFFECT.** Buyer shall not assign its rights or obligations under this Agreement or any interest therein without Seller's prior written consent. Any assignment without such consent shall be void and have no force and effect. This Agreement shall be binding and inure to the benefit of the parties hereto, their successors and permitted assigns, and their legal representatives. These Standard Terms and Conditions confer no rights on third parties.

15. **CONTROLLING LAW; JURISDICTION; LANGUAGE.** This transaction shall be governed by, and this Agreement shall be construed and enforced in accordance with, the laws of Wisconsin without regard to any principles of conflicts of laws. Any and all legal actions or proceedings shall be brought only in the federal or state courts located within Brown County, Wisconsin, and the Buyer consents to the exclusive jurisdiction of such courts and waives any objection to such jurisdiction.

16. **COMPLIANCE WITH EXPORT REGULATIONS.** Commodities or technology exported from the United States are in accordance with the Export Administration Regulations. Buyer understands and agrees that diversion of commodities or technology contrary to U.S. law is prohibited.

17. **MISCELLANEOUS.** These terms and conditions constitute and represent the complete and entire agreement between Seller and Buyer and supersede all previous communications and representations, either written or verbal, with respect to the subject matter of any purchase order or invoice. No modification of these terms and conditions shall be binding on the Seller unless made in writing in accordance with the terms of these terms and conditions. The waiver by Seller of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any future breach of the provision so waived. If any provision, clause or part, or the application thereof is held invalid, the remainder of this Agreement or the application of such provision, clause or part under other circumstances shall not be affected thereby.