

TERMS AND CONDITIONS OF SALE

All sales, agreements for sale, offers to sell, proposals, acknowledgments and contracts of sale, including but not limited to purchase orders, and subsequent purchases shall be subject to the following terms and conditions:

- 1. PRICES.** Prices, unless otherwise stated on the reverse side hereof, are quoted for immediate acceptance, and are subject to change without notice prior to Purchaser's acceptance. Prices applicable to blanket purchase orders are subject to change from time to time at the sole discretion of Jifram Extrusions, Inc.
- 2. BILLING.** Unless otherwise agreed and subject to the terms stated below, Jifram Extrusions, Inc. will invoice upon release and shipment of goods manufactured for the Purchaser. In the event of bankruptcy, insolvency, sale or potential sale of the Purchaser, or any other financial condition of the Purchaser deemed material by Jifram Extrusions, Inc. within its sole discretion, Jifram Extrusions, Inc. may, at its sole option, invoice for goods manufactured for the Purchaser but not yet released or shipped to Purchaser.
- 3. PAYMENT.** Unless otherwise agreed, on all orders and purchases, payment will be made within thirty (30) days after the actual date of Jifram Extrusions, Inc.'s invoice(s). Unless otherwise agreed, a monthly interest charge at the rate of one and one-half (1½%) percent will be assessed on all past due payments.
- 4. TESTING AND ACCEPTANCE.** Prior to the delivery of any products, Jifram Extrusions, Inc. will perform its standard factory quality assurance tests applicable to such products, and upon request by Purchaser, Jifram Extrusions, Inc. will certify in writing that the products have satisfied the requirements of such test. Such certification will be in accordance with Jifram Extrusions, Inc.'s standard quality assurance procedures. Purchaser will be deemed to have accepted the products upon satisfactory testing, and title thereto will pass to Purchaser at the time of delivery as specified below. Unless otherwise agreed, Purchaser will pay, or reimburse Jifram Extrusions, Inc., for all freight and in-transit insurance costs from time of delivery.
- 5. CHANGES/ERRORS.** No changes of these terms shall be binding without the written consent of all parties. Stenographic and clerical errors are subject to correction.
- 6. DELIVERY.** Unless otherwise specified on the reverse side hereof, Jifram Extrusions, Inc. will deliver all products to Purchaser F.O.B. Sheboygan Falls, Wisconsin. Delivery dates are approximate and will be calculated from the date that Jifram Extrusions, Inc. has received all information necessary to permit it to proceed with work immediately and without interruption.

Jifram Extrusions, Inc. shall be subject to no penalty or liability for failure to meet a delivery date and shall in no event be held responsible for loss of profits, damages incurred by the Purchaser, its customers or other consequential damages that may result therefrom.

- 7. DAMAGE OR LOSS IN SHIPMENT.** Jifram Extrusions, Inc. shall not be responsible for damage or loss in transit and all claims must be made by the Purchaser direct to the carrier. Claims for shortages or incorrect items of sale must be made in writing within fifteen (15) days after receipt of the shipment by the Purchaser, and failure to give Jifram Extrusions, Inc. written notice within that period shall be unqualified acceptance of the item of sale and a waiver of all claims.
- 8. WARRANTY.** Jifram Extrusions, Inc. warrants that the items of sale will be constructed in accordance with Jifram Extrusions, Inc.'s normal methods of manufacture and to any specifications set forth on the reverse side hereof. Jifram Extrusions, Inc. warrants that products manufactured by Jifram Extrusions, Inc., when properly used and maintained, will be free from defects in material and workmanship. **JIFRAM EXTRUSIONS, INC.'S OBLIGATIONS UNDER THIS WARRANTY WILL BE LIMITED TO REPAIRING OR REPLACING, AT JIFRAM EXTRUSIONS, INC.'S OPTION, THE PART OR PARTS OF THE PRODUCTS WHICH PROVE DEFECTIVE IN MATERIAL OR WORKMANSHIP WITHIN SIXTY (60) DAYS FROM THE DATE OF DELIVERY, PROVIDED THAT PURCHASER GIVES JIFRAM EXTRUSIONS, INC. PROMPT NOTICE OF ANY DEFECT OR FAILURE AND SATISFACTORY PROOF THEREOF.** Products may be returned by Purchaser only after written authorization has been obtained from Jifram Extrusions, Inc., and Purchaser will prepay all freight charges to return any products to Jifram Extrusions, Inc.'s factory, or any other repair facility designated by Jifram Extrusions, Inc. Jifram Extrusions, Inc. will deliver replacements for defective products to Purchaser, freight prepaid, to the destination provided for in the original order. Products returned to Jifram Extrusions, Inc. under this warranty will become the property of Jifram Extrusions, Inc. With respect to any product or part thereof not manufactured by Jifram Extrusions, Inc., only the warranty, if any, given by the manufacturer thereof will apply. Jifram Extrusions, Inc.'s obligations under this warranty will not apply to any product which (a) is normally consumed in operation, or (b) has a normal life inherently shorter than the warranty period stated herein. No warranty is made with respect to (a) failures not reported to Jifram Extrusions, Inc. within the warranty period; (b) failures or damage due to misapplication, abuse, improper use or abnormal conditions of temperature, moisture, dirt or corrosive matter; (c) failures due to use, either intentional or otherwise, above the rated capacities or in an otherwise improper manner; (d) any item of sale damaged without fault of Jifram Extrusions, Inc. Jifram Extrusions, Inc. shall not be liable for any expense incurred by the Purchaser in an attempt to correct any allegedly defective item of sale.

Jifram Extrusions, Inc. shall not be liable for any losses, costs, forfeitures and/or any other consequential damages (including loss of profits, liabilities of the Purchaser to its customers or third persons) whether direct or indirect, and whether or not resulting from or contributed to by the default or negligence of Jifram Extrusions, Inc., its agents, employees and subcontractors, which might be claimed as the result of the use or failure of the item of sale. Jifram Extrusions, Inc. has no notice or knowledge of Purchaser's end use of the goods and provides no warranty that the goods are fit for any intended use.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WILL NOT APPLY. JIFRAM EXTRUSIONS, INC.'S WARRANTY OBLIGATIONS AND PURCHASER'S REMEDIES HEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.

- 9. WAREHOUSING.** Unless otherwise agreed, Jifram Extrusions, Inc. will warehouse goods manufactured for Purchaser for a period not to exceed thirty (30) days from the start of manufacturing of said goods. If, upon the expiration of the warehousing term for any goods manufactured by Jifram Extrusions, Inc. for the Purchaser, Jifram Extrusions, Inc. has not received disposition terms from the Purchaser for such goods, Jifram Extrusions, Inc. shall be entitled to invoice and dispose of any such goods in accordance with Wisconsin law.
- 10. DIES.** Unless otherwise agreed, Purchaser is responsible to reimburse Jifram Extrusions, Inc. for all costs incurred for the construction of dies. Upon receipt of payment from Purchaser for dies, title and ownership of said item(s) passes to the Purchaser. Thereafter, if Jifram Extrusions, Inc. reimburses the Purchaser for any of said costs, ownership of said item(s) reverts back to Jifram Extrusions, Inc. If, after written demand by Jifram Extrusions, Inc. to the Purchaser to remove said item(s) from Jifram Extrusions, Inc.'s premises, the Purchaser does not remove at Purchaser's costs said item(s) within thirty (30) days of the date of the notice, Jifram Extrusions, Inc. may dispose of said item(s) within its sole discretion.
- 11. PATENT INDEMNITY.** Purchaser undertakes and agrees to indemnify and hold Jifram Extrusions, Inc. harmless from any and all liability whatsoever, and any and all loss or damage whatsoever Jifram Extrusions, Inc. may suffer as a result of any claims, demands, costs or judgments against it arising out of the purchase and sale of items manufactured by Jifram Extrusions, Inc. and sold to Purchaser consistent with Purchaser's plans and specifications. Purchaser agrees to defend against any claims brought or actions filed against Jifram Extrusions, Inc. with respect to the subject of this indemnity and this indemnity shall include any claims based on patent infringements. In case a claim should be brought or an action filed with respect to items manufactured by Jifram Extrusions, Inc. for Purchaser, then and in that event Purchaser agrees that Jifram Extrusions, Inc. may employ attorneys of its own selection to appear for and/or defend the claim or action on behalf of Jifram Extrusions, Inc. at the expense of Purchaser. Jifram Extrusions, Inc., at its option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against Jifram Extrusions, Inc. Purchaser agrees to reimburse Jifram Extrusions, Inc. for any necessary expenses, attorneys' fees or costs incurred in the enforcement of any part of this indemnity within ten (10) days after receiving written notice that Jifram Extrusions, Inc. has incurred such expense. Purchaser agrees to pay Jifram Extrusions, Inc. interest at the rate of twelve (12%) percent per annum in the amount of any loss indemnified against from the date of the loss until such amount, plus interest, is paid. Purchaser further agrees to pay Jifram Extrusions, Inc. interest at the same rate on any sums Jifram Extrusions, Inc. is obligated to pay in the enforcement of this indemnity.
- 12. TAXES.** Any taxes, including but not limited to turnover taxes, duties, fees or other specific assessments which may be levied against the item of sale shall be extra and borne by Purchaser. If Jifram Extrusions, Inc. is required to pay any of the above, Purchaser shall reimburse Jifram Extrusions, Inc. upon notice, or furnish documents with the order which exempts such payment.
- 13. LIABILITY.** The Purchaser agrees to pay on behalf of Jifram Extrusions, Inc. all sums which Jifram Extrusions, Inc. becomes legally obligated to pay because of bodily injury or property damage caused by or resulting from the use or misuse of any item of sale, including reasonable attorneys' fees and legal expenses. The Purchaser agrees to indemnify and hold Jifram Extrusions, Inc. harmless from all actions, claims or demands by any person, firm or corporation arising out of or in any way connected with any item of sale, its operation, use or misuse, including all such actions, claims or demands based in whole or in part on the default or negligence of Jifram Extrusions, Inc.
- 14. DEFAULT CANCELLATION.** In the event of any default by the Purchaser of any payments owed to Jifram Extrusions, Inc. or any other terms and conditions of sale or the discontinuance of business by the Purchaser or the sale by the Purchaser of the bulk of its assets outside the ordinary course of its business, Jifram Extrusions, Inc. reserves the right, after providing written notice thereof to Purchaser, to cancel any order by the Purchaser for goods, without liability to Jifram Extrusions, Inc. for such cancellation.
- 15. LAW AND FORUM.** The rights and duties of all persons and construction and effects of all provisions hereof shall be governed by and construed according to the laws of Wisconsin (without reference to principles of conflicts of law). The forum for any dispute resolution or litigation shall be Sheboygan County, Wisconsin.
- 16. REMEDIES.** The remedies provided herein will be cumulative and in addition to any other remedies provided by law or equity. A waiver of a breach of any provisions hereof will not constitute a waiver of any other breach hereof.
- 17. COLLECTION COSTS.** Purchaser shall be liable for all of Jifram Extrusions, Inc.'s costs of collection, including reasonable attorneys' fees, incurred in the event Purchaser fails to pay within the conditions set forth in these Terms and Conditions of Sale.
- 18. ENTIRE AGREEMENT.** These Terms and Conditions of Sale supersede all prior discussions and writings and constitute the entire agreement between Purchaser and Jifram Extrusions, Inc. with respect to the terms and conditions governing all orders. No waiver or modification of these Conditions will be binding upon Jifram Extrusions, Inc. unless made in writing and signed by a duly authorized representative of Jifram Extrusions, Inc.