

TERMS AND CONDITIONS OF SALE

The following provisions apply to all sales of products (individually, a "Product" and collectively, "Products") to you by Mid Valley Industries, LLC ("Mid Valley").

1. **ACCEPTANCE.** ALL ORDERS FOR PRODUCTS ARE SUBJECT TO ACCEPTANCE BY MID VALLEY. CONTRACT FORMATION BETWEEN YOU AND MID VALLEY IS HEREBY EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO ALL OF THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN AND IN ANY INVOICE OR OTHER DOCUMENTS PROVIDED BY MID VALLEY IN CONNECTION WITH THE SALE OF ITS PRODUCTS (ALL OF SUCH TERMS AND CONDITIONS BEING REFERRED TO HEREIN COLLECTIVELY AS THESE "TERMS"). ORDERING ANY PRODUCTS FROM MID VALLEY SHALL INDICATE YOUR EXPRESS ASSENT TO BE BOUND BY THESE TERMS. THESE TERMS SHALL SUPERSEDE ALL TERMS AND CONDITIONS IN YOUR PURCHASE ORDER OR OTHER PURCHASE DOCUMENTS, IF ANY, AND ALL SUPPLEMENTS AND AMENDMENTS THERETO, WHETHER SUBMITTED TO MID VALLEY BEFORE, ON OR AFTER THE DATE OF SALE, AND THESE TERMS, AND ONLY THESE TERMS, SHALL CONSTITUTE THE COMPLETE AND FINAL AGREEMENT BETWEEN YOU AND MID VALLEY WITH RESPECT TO THE SALE OF MID VALLEY'S PRODUCTS. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY YOU AT ANY TIME, WHETHER PROPOSED BEFORE, ON OR AFTER THE DATE OF SALE, ORALLY OR IN WRITING, UNLESS SUCH TERMS AND CONDITIONS ARE AGREED TO IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF MID VALLEY, ARE HEREBY REJECTED IN THEIR ENTIRETY BY MID VALLEY AND SHALL BE DEEMED A MATERIAL ALTERATION OF THESE TERMS. BY WAY OF CLARIFICATION ONLY, IN NO EVENT SHALL ANY ORDER ACKNOWLEDGMENT OR SIMILAR DOCUMENT PROVIDED TO YOU BY MID VALLEY, OR MID VALLEY'S SALE OF PRODUCTS TO YOU, BE CONSTRUED AS AN ACCEPTANCE OR CONDITIONAL ACCEPTANCE OF ALL OR ANY PORTION OF YOUR PURCHASE ORDER OR OTHER PURCHASE DOCUMENTS, IF ANY, UNDER UNIFORM COMMERCIAL CODE SECTION 2-207 OR ANY COMPARABLE OR SUCCESSOR PROVISION THERETO UNDER APPLICABLE LAW, FOREIGN OR DOMESTIC, WHETHER SUBMITTED BEFORE, ON OR AFTER THE DATE OF SALE. NO COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY TO ANY SALE OF MID VALLEY'S PRODUCTS UNLESS EXPRESSLY AGREED TO IN WRITING BY MID VALLEY

2. **PRICE.** Products are invoiced at the standard prices in effect at the time of your order or at the price specially quoted by Mid Valley, as the case may be. Unless expressly agreed to in writing by Mid Valley, Mid Valley's prices do not include sales, use, value-added and other taxes and charges, including, but not limited to, boxing, packing and shipping, which Mid Valley may be required to pay in connection with the sale and/or transportation of Products. You agree, upon request by Mid Valley, to promptly reimburse Mid Valley in full for all such taxes and charges.

3. **DELIVERY.** [All Products are shipped F.O.B. Mid Valley's manufacturing facility (the "Facility"). All Products are shipped by carrier(s) of Mid Valley's choice, unless you specifically requested in writing, at the time of order, that such Products be shipped by your designated carrier, in which case such Products are shipped F.O.B. the Facility, Freight Collect.] Any delay in delivery, or loss or damage to Products, arising during transport shall be the sole responsibility of the applicable carrier and Mid Valley shall have no liability therefor. If Mid Valley is unable to meet any shipping date requested by you, you shall have no claim for damages, whether incidental, consequential, punitive or otherwise (even if Mid Valley has been advised of the possibility of such damages), resulting from any such delay in delivery. Any delay in delivery shall not relieve you of your obligation to pay for Products.

4. **PAYMENT.** Payment for Products must be made in U.S. dollars within 30 days of the invoice date unless otherwise agreed in writing by Mid Valley. Overdue invoices are subject to collection actions and carry a service charge of 1.5% per month (18% per year) or the maximum legally allowable rate under Wisconsin law. You shall pay Mid Valley all legal costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred by Mid Valley in connection with its collection of any such overdue account.

5. **WARRANTY AND LIABILITY LIMITATION.** Mid Valley warrants to you, and only you, that all Products sold to you were, at the time of shipment from the Facility, free from defects in material and workmanship. The foregoing warranty shall not apply to and Mid Valley shall not be liable for any damage or loss relating to (i) any parts or other material supplied by you or other third persons, (ii) Products that shall have been subjected to unauthorized alteration or modification, negligence, accident, damage by circumstances beyond Mid Valley's control, improper operation, maintenance or storage, or that were repaired by any party other than Mid Valley or an authorized representative thereof, or (iii) components not manufactured by Mid Valley which are warranted by the original manufacturer (Mid Valley agrees to assign to you any respective warranties from parts not manufactured by Mid Valley). If any Products do not conform to the foregoing warranty, and if you report such nonconformity to Mid Valley within the 90-day warranty claim period referred to below, Mid Valley shall, at its option, either replace such nonconforming Products without cost to you or refund to you or credit you for the invoice price of such Products. Such replacement, refund or credit shall be Mid Valley's sole obligation with respect to any warranty or other claim relating to any Product sold to you. In no event shall Mid Valley have any liability for any damages, whether incidental, consequential, punitive or otherwise (even if Mid Valley has been advised of the possibility of such damages), for any breach of warranty or any other act, omission, default or breach, including, but not limited to, any liability for lost profits, product recall costs or any loss of business or goodwill. You shall inspect all Products promptly upon receipt and shall give written notice to Mid Valley of any claims based on the aforementioned warranty as soon as practicable, but in any event within 90 days after delivery to you of such Products. If you claim that any Product does not meet the aforementioned warranty, you shall make such Product available to Mid Valley, upon its request, so that Mid Valley may conduct its own analysis. If you fail to give written notice to Mid Valley of a claim with respect to any Product within 90 days after delivery thereof as provided above, such Product shall be deemed to conform to Mid Valley's warranty and you shall be deemed to have irrevocably accepted such Product and shall be obligated to pay for it in accordance with these Terms. Products shall not be returned to Mid Valley without Mid Valley's prior written authorization. THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SERVICE CONDITION, SERVICE OVER ANY PERIOD OF TIME, OR NON-INFRINGEMENT, EACH OF WHICH MID VALLEY HEREBY EXPRESSLY DISCLAIMS IN ITS ENTIRETY.

6. **EXCLUSION OF CERTAIN DAMAGES AND DISCLAIMER OF LIABILITY.** Mid Valley's liability, with respect to breaches of warranty, shall be limited as provided in Paragraph 5 hereof. With respect to other breaches of contract, Mid Valley's liability shall in no event exceed the purchase price of the affected Products and/or parts purchased from Mid Valley.

MID VALLEY SHALL NOT BE SUBJECT TO AND DISCLAIMS (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS OR PARTS SOLD BY SUPPLIER, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY AND SIMILAR DAMAGES WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MID VALLEY SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PENALTIES (INCLUDING ADMINISTRATIVE PENALTIES), SPECIAL OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, FACILITIES OR SERVICES, DOWNTIME, SHUTDOWN OR SLOWDOWN COSTS, SPOILAGE OF MATERIAL, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS.

7. **CANCELLATIONS AND MODIFICATIONS.** You may not cancel or make any changes to your order without the prior written consent of Mid Valley.

8. **INDEMNIFICATION.** To the maximum extent allowed by law, you shall defend, indemnify and hold harmless Mid Valley and each of its directors, officers, employees, shareholders, affiliates, agents, representatives, successors and assigns (each, an "Indemnified Party") from and against any and all claims, actions, demands, legal proceedings, judgments, settlements, sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including, but not limited to, reasonable attorneys' fees) that any Indemnified Party may incur or be legally obligated to pay as a result of (i) your negligence, use, ownership, maintenance, transfer, transportation or disposal of any Products; (ii) any infringement or alleged infringement of the intellectual property rights of third parties arising from your plans, specifications or adjustment of Products ordered by you; (iii) your violation or alleged violation of any federal, state, county, local or foreign laws or regulations, including, but not limited to, the laws and regulations governing product safety, labeling, packaging and labor practices; or (iv) your breach of any of these Terms. Mid Valley's remedies under these Terms are cumulative and in addition to any other remedies available to Mid Valley at law, in equity, by contract or otherwise. No purported limitation on Mid Valley's remedies contained in any purchase order or other agreement, instrument or document provided by you shall operate to reduce your indemnification obligations hereunder.

9. **CONFIDENTIALITY.** You agree that all information of a business or technical nature imparted, disclosed or otherwise made available to you with respect to Products ordered by you or Mid Valley's business, whether before, on or after the date of sale, including, without limitation, information relating to manufacturing, pricing, costs, product designs or specifications and new product development (collectively, "Confidential Information"), shall be kept confidential by you and your employees, agents, affiliates, contractors or representatives (collectively, "Representatives") during the term hereof and for a period of two (2) years following the date of sale, and shall not be used during such period except as contemplated herein nor disclosed or disseminated to any person or entity during such period other than your employees who have a need to know such information in order to enable you to perform your obligations hereunder. The confidentiality obligations set forth above shall exclude information that: (a) becomes generally available to the public other than as a result of a disclosure by you or your Representatives; (b) was rightfully available to you on a non-confidential basis prior to the disclosure by Mid Valley; (c) becomes rightfully available to you from a source other than Mid Valley, provided that such source does not have an obligation to Mid Valley relating to the same; or (d) is disclosed pursuant to the requirement of a governmental authority, provided that you shall provide reasonable advance notice thereof to enable Mid Valley to seek a protective order or otherwise prevent such disclosure.

10. **SET-OFF.** Mid Valley may, at any time and from time to time, set-off any amount owing from Mid Valley to you or any of your affiliates against any amount owing by you or any of such affiliates to Mid Valley.

11. **NON-WAIVER.** Mid Valley's failure to enforce any provisions of these Terms shall not operate as a complete or partial waiver of such provisions or rights and the same shall remain in full force and effect.

12. **FORCE MAJEURE.** Mid Valley shall not be liable to you or any other person for any delay in delivery or failure to deliver Products, directly or indirectly caused by fire, explosion, accident, flood, labor difficulties, strike or stoppage, inadequate supplies of material, shortage, war, act of terrorism, act or regulation of any governmental body, act of God or any other circumstance or cause beyond the commercially reasonable control of Mid Valley.

13. **ASSIGNMENT.** You may not assign any of your rights or obligations under your purchase order or these Terms without the prior written consent of Mid Valley and any attempted assignment without such consent shall be null and void.

14. **SEVERABILITY.** If any provision of these Terms shall under any circumstances be deemed invalid or inoperative, these Terms shall be construed with such invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

15. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law. The sole and exclusive venue for any proceeding arising out of this Agreement shall be a state or federal court having jurisdiction in Milwaukee County, Wisconsin. You hereby waive, to the fullest extent permitted by law: (a) any objection that you may now or hereafter have to venue of any suit, action or other proceeding brought in such court; (b) any claim that any proceeding brought in such court has been brought in an inconvenient forum; and (c) any defense you may now or hereafter have based on lack of personal jurisdiction in such forum. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to any transaction between Mid Valley and you.

16. **MODIFICATION.** These Terms shall not be amended, supplemented or otherwise modified except by a written agreement executed by duly authorized representatives of you and Mid Valley.

17. **BINDING EFFECT.** These Terms shall be binding on, and inure to the benefit of, both you and Mid Valley and our respective successors and assigns.