

TERMS AND CONDITIONS

This Order is subject to the following terms and conditions and such other special terms and conditions, which may be appended hereto. By accepting the order, or any part thereof, the Seller agrees to and accepts said terms and conditions.

1. Buyer will not be responsible for any goods delivered without purchase order.
2. Seller will send separate invoice for each purchase order number.
3. Goods must be shipped as per instructions; otherwise any extra handling charge will be billed back to the Seller.
4. Prices, if not specified, are not to exceed those of the last invoice.
5. It shall be understood that the cash discount period to Buyer will date from the date of receipt of merchandise or the invoice, whichever is later, and not from the date of the invoice.
6. Material will be subject to inspection and if found defective, or not in accordance with specifications, will be returned freight collect.
7. In the event of Seller's failure to deliver as/and when specified, Buyer reserves the right to cancel this order or any part thereof without prejudice to its other rights, and Seller agrees that Buyer may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver.
8. In the event any article, merchandise or other goods are sold and delivered hereunder which may be covered by any patent, copyright, trademark, tradename, logo, design patent or other protected right under law, Seller represents and verifies to Buyer that there is no infringement of any of the above rights as set forth herein. Seller further represents and warrants that the material supplied is not libelous or does not otherwise violate the rights of other persons or constitute a violation of any statute, law, ordinance or regulation of any kind of government, and Seller agrees to indemnify and save us harmless from all losses, damages and expenses, including attorney's fees, which we may suffer as a result of any claim or such violation or alleged violations.
9. The Buyer shall hold the Seller harmless from, and release and not make claim or suit against the Seller because of any suits, claims, losses or other liability made against, or suffered by, the Buyer arising from any claim of, or infringement of, patent, copyright, trademark or other proprietary right, at common law, or claim of unfair trade or of unfair competition, resulting from, or occasioned by, the Buyer's use, possession, sale or delivery of the merchandise sold to the Buyer by the Seller.
10. Seller agrees not to release any advertising copy mentioning Buyer or quoting the opinion of any of Buyer's employees unless such copy is approved by Buyer before release.
11. Buyer may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.
12. The terms and conditions of sale as stated in this order govern in event of conflict with any terms at Seller's proposal and are not subject to change by reason of any written or verbal statements, by Seller or any terms stated in Seller's acknowledgement, unless same be accepted in writing.
13. Seller agrees to indemnify, defend, and hold harmless Buyer, its officers, agents, and employees, from any and all claims by any person whomsoever for injury to persons or damage to property caused by or in any way arising out of the furnishing of goods or services hereunder except such claims as may result from the negligent act or omission of Buyer, its officers, agents or employees.
14. **WARRANTIES** Seller warrants that all goods delivered or furnished by Seller hereunder, shall be (a) free from any defect in material or workmanship, (b) in conformity to and with the terms and conditions of this order and all specifications, drawings and samples approved hereunder by Buyer, (c) merchantable and (d) fit for the purpose for which the same are required and intended to be used by Buyer and its customers. Seller's express warranties contained in this order shall be in addition to any and all warranties otherwise implied by law and no such express warranty shall exclude any such implied warranty. Each of Seller's said express and implied warranties shall be cumulative and shall survive Buyer's acceptance, payment and use of the goods covered thereby.
15. **GOVERNING LAW.** By mutual consent of both parties, the applicable law relative to this agreement shall be the laws of the State of Wisconsin and claims hereunder shall be subject to the jurisdiction of the courts of Wisconsin.
16. **COMPLIANCE WITH LAWS.** Seller agrees, in connection with the production of the articles and/or performance of the services specified herein, to comply with the requirements of Section 12(a) of the Fair Labor Standards Act of 1938, as amended. All invoices must carry this certificate in order to be passed for payment.

"Seller represents that with respect to the production of the articles and/or performance of the services covered by this invoice, it has fully complied with Section 12(a) of the Fair Labor Standards Act of 1938, as amended."

To the extent applicable hereto, Seller shall in the performance of this order comply with all other federal, state and local laws; and all regulations and orders issued under any applicable law.
17. **SPECIFICATION CHANGES.** Buyer reserves the right at any time to make changes in drawings and specifications as to any materials and/or work covered by this order. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and the order and/or schedule shall be modified in writing accordingly.
18. The Seller will comply with all the provisions of Executive Order 11246, as amended, the provisions found in 41 C.F.R. sec. 60-741.4 (Handicapped Persons) and sec. 60-250.4 (Veterans), and all relevant rules, regulations and orders of the Secretary of Labor.

These terms and conditions apply to all orders placed from the approval date forward. This agreement shall remain in force until either party initiates termination by giving 30 day advance written notice via Certified Mail.

Company Name	Signature, Company Officer	Title	Date
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