

SIGNICAST LLC
TERMS AND CONDITIONS OF SALE

1. **Offer Governing Provisions and Cancellation.** This writing constitutes an offer or counteroffer by Signicast LLC ("Seller") to sell the products and/or services described herein in accordance with these terms and conditions, is not an acceptance of any offer made by Buyer, and is expressly conditioned upon assent to these terms and conditions. Buyer will be deemed to have assented to these terms and conditions when:
 - a. Buyer signs and delivers to Seller either Seller's original invoice or an acknowledgement copy thereof;
 - b. at Seller's option, when Buyer shall have given to Seller specification of assortments, delivery dates, shipping instructions, or instructions to bill and hold as to all or any part of the merchandise herein described;
 - c. when Buyer has received delivery of the whole or any part thereof; or
 - d. when Buyer has otherwise assented to the terms and conditions hereof

No additional or different terms or conditions will be binding upon Seller unless specifically agreed to in writing: failure of Seller to object to provisions contained in any purchase order or other communication from a Buyer shall not be construed according to the internal laws of the State of Wisconsin. No order may be canceled or altered by the Buyer except upon terms and conditions acceptable to the Seller, as evidenced by Seller's written consent. In the event of such an approved cancellation by Buyer, Seller shall be entitled to payment of the full price, less the amount of any expenses saved by Seller by reason of the cancellation.
2. **Prices and Payment.** All prices are subject to change without notice; and the price of products on order but unshipped will be adjusted to the price in effect at the time of shipment. Payment is due upon Buyer's receipt of Seller's invoice, unless Seller requires payments in advance. Interest will be charged at the rate of 18% per year (but not more than the highest rate permitted by applicable law) on accounts more than 30 days past due.
3. **Taxes and Other Charges.** Any manufacturer's tax, occupation tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and the Buyer shall be paid by the Buyer in addition to the prices quoted or invoiced. In the event the Seller is required to pay any such tax, fee or charge, the Buyer shall reimburse Seller therefor.
4. **Delivery, Claims and Force Majeure.** Delivery of products to a carrier at Seller's plant or other loading point shall constitute delivery to Buyer; regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by Buyer. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein. All such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of obligations to accept remaining deliveries.

Seller reserves the right to ship 10% over or under the quantity specified by this contract.

Claims for shortages or other errors in delivery must be made in writing to Seller within 10 days after receipt of shipment and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss or damage to goods in transit should be made to the carrier and not to Seller.

All delivery dates are approximate. Seller shall not be liable for any damage as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including, without limitation, any act of God, act of the Buyer, act of any tool manufacturer used by the Seller to provide any dies, jigs, molds, or toolings ("Toolings") for this contract, embargo or any other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay the date of delivery shall be extended for a period equal to the time lost because of the delay. Buyer's exclusive remedy for other delays and for Seller's inability to deliver for any reason shall be rescission of this agreement.
5. **Storage.** If the products are not shipped within 15 days after notification to the Buyer that they are ready for shipping, for any reason beyond Seller's reasonable control, including the Buyer's failure to give shipping instruction, Seller may store such products at the Buyer's risk in a warehouse or yard upon Seller's premise, and the Buyer shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices therefor.
6. **Changes.** Seller may at any time make such changes in investment casting process and manufacturing techniques as shall constitute an improvement in the judgment of Seller. Seller may furnish suitable substitutes for process materials unobtainable because of priorities or regulations established by governmental authority or nonavailability of materials from suppliers or as may constitute an improvement in the judgment of Seller.
7. **Warranties.** Seller warrants products manufactured by it and supplies hereunder to be free from defects in materials and workmanship for a period of twelve months from date of shipment. If within such period any such product shall be proved to Seller's satisfaction to be defective, such product shall be repaired, replaced, or the purchase price for such product credited against the Buyer's account, at Seller's option. Such repair, replacement or credit shall be Seller's sole obligation and Buyer's exclusive remedy hereunder and shall be conditioned upon Seller's receiving written notice of any alleged defect within 10 days after its discovery and at Seller's option, return of such products to Seller, f.o.b. its factory. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Any description of the products, whether in writing or made orally by Seller or Seller's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by Seller or Seller's agents regarding use, application or suitability of the products shall not be construed as an express warranty. Any recommendations or observations made by Seller or Seller's agents regarding changes in design, production techniques, or materials, or anything else concerning this contract, are for purposes of cost comparison only, and shall not be construed as an express warranty or any representation by Seller that such recommendations will be suitable for Buyer's purposes.
8. **Returns.** Products may be returned to Seller only when Seller's written permission shall be obtained by Buyer in advance. Returned products must be securely packaged to reach Seller without damage and any cost incurred by Seller to put products in marketable condition will be charged to Buyer. Credits issued by Seller to Buyer, in connection with a return or for any other reason, must be used by Buyer within 180 days of issuance or Buyer forfeits the right to the credit. Credits may be applied to past or future orders only and a refund is not a valid form of redemption.
9. **Patents, Trademarks and Copyrights; Indemnity.** Buyer will, at its own expense, defend any suits that may be instituted by anyone against Seller for alleged infringement of any United States patent, trademark, copyright, trade secret, or any other proprietary rights of third parties, relating to any products furnished by Seller and manufactured in accordance with drawings, designs, or specifications proposed or furnished by Buyer. Buyer shall also defend, at its own expense, any suits or claims of contributory infringements resulting from the use or resale by Buyer or products sold hereunder. Buyer shall indemnify Seller against any award, or settlement, made against, or by Seller for any and all patent, trademark, copyright or trade secret infringements, as well as any infringements of any other proprietary rights of third parties.
10. **Consequential Damages and Other Liability, Indemnity.** Except as otherwise agreed in writing, Seller's liability with respect to the products and/or services sold hereunder shall be limited to the warranty provided in section 7 hereof, and, with respect to other performance of this contract, shall be limited to the contract price. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost or capital, cost of substitute products, facilities or services, down-time, shut-down or slow-down costs, or for any other types of economic loss, and for claims of Buyer's customers or any third party for any such damages. SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Buyer shall indemnify Seller against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which Seller may incur as a result of any claim by Buyer or others arising out of or in connection with the products and/or services sold hereunder and based on product or service defects not proven to have been caused solely by Seller's negligence.
11. **Technical Information.** Any sketches, models, or wax samples submitted by Seller shall remain the property of Seller, and shall be treated as confidential information unless the Seller has, in writing, indicated a contrary intent. No use or disclosure of such sketches, models and wax samples, or any design or production techniques revealed thereby, shall be made without the express written consent of the Seller.
12. **Buyer's Property.** Any property of the Buyer placed in Seller's custody for performance of this contract is not covered by insurance, and no risk is assumed by Seller in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder, or any accident beyond the reasonable control of the Seller.
13. **Tooling.** Any dies, jigs, molds or toolings ("Toolings") which the Seller manufactures or acquires for performance of this contract shall remain the property of Seller until Buyer has paid for such Toolings. Complete and full payment by Buyer of any Toolings charges transfers title to the Tooling from Seller to Buyer and the Toolings become the property of the Buyer. Toolings will remain in the Seller's custody and control, for exclusive use by Seller for performance of this contract and any future contracts, unless other uses are authorized in writing by Buyer. Seller is not responsible for loss or damages to Toolings caused beyond Seller's reasonable control including, without limitation, any act of God, fire, accident, war or riot. Buyer should provide its own insurance for the protection of its Toolings. Seller shall perform routine maintenance and repair of such tools, dies, molds and jigs and shall invoice Buyer for said repair services. Major overhauls, replacements or changes shall also be charged to the Buyer. Reasonable and customary engineering time is generally provided by Seller as a service in consideration for future production contracts between Seller and Buyer, but Seller reserves the right to invoice Buyer for services in addition to the reasonable and customary engineering time. If Buyer wishes to remove Toolings from Seller's premises before the estimated production figure, appearing on the face hereof, is paid for, Seller reserves the right to impose its reasonable engineering charges and to have such engineering charges paid for in full before the Toolings are delivered to Buyer.

Toolings left on Seller's premise which have not been used in a contract with Buyer within the preceding 12 months may be charged a storage fee to Buyer, at the discretion of Seller, to continue to store Toolings. Buyer agrees to remit payment for these storage fees in accordance with payment terms previously agreed to between Buyer and Seller.
14. **Samples.** When a new die, jig, mold or tooling is ordered, the Seller will submit samples of the new die, jig, mold or tooling, and/or samples of the product cast therefrom the Buyer's approval. Written approval from the Buyer that the samples meet the contract specification will be required before a production order is run by the Seller. Goods cast with samples approved by the Buyer will be deemed to be accepted by Buyer. Goods cast at Buyer's request without samples, or prior to sample approval, are the Buyer's responsibility and are deemed to be accepted by the Buyer.

Buyer has 30 days from the time that Seller submits the samples, in which to inspect the samples for conformity, and to notify Seller of any non-conformity. If Buyer does not inspect and notify Seller with the 30-day period of any defects in the samples, then the Buyer is deemed to have accepted the samples as being conformity with this contract. Any delay by Seller in providing the Buyer with samples that is caused by a delay in delivery to the Seller of Toolings made by someone other than the Seller, is not the responsibility of the Seller, and Buyer accepts such delays as not being a breach of this contract.
15. **Governing Law, Jurisdiction and Venue.** The contract between us will be interpreted and enforced under the laws of the State of Wisconsin, without regard to its conflicts of law provisions. The state court of Washington County, Wisconsin shall have exclusive jurisdiction and be the venue for any lawsuit arising from or relating to said contract, to which both parties hereby consent.