



## Terms and Conditions of Purchase

1. This order is expressly limited by the terms and conditions specified herein, which may not be changed except by a written instrument signed by an authorized representative of Purchaser. Each shipment received by Purchaser shall be deemed to be only upon the terms and conditions contained in this order and notwithstanding any terms or conditions that may be contained in any acknowledgement, invoice or other form of Seller.
2. All goods furnished must be the best of their respective kinds and subject to Purchaser inspection and approval on arrival. Purchaser reserves the right to reject, and to return, at Seller's expense, materials delivered in excess of the quantity ordered, and items which do not conform to specifications. Should the Seller not be able to provide/rework items to specifications in a reasonable time period. Purchaser reserves the right to correct the non-conforming materials at the Seller's expense.
3. This order must not be filled at prices higher than specified herein, or, if the order is unpriced, at prices higher than last charged or quoted. Seller agrees that any price decrease in effect at time of shipment will apply to this order.
4. Seller warrants that goods or services covered by this order were produced in compliance with the Fair Labor Standards Act of 1938, as amended.
5. All goods must be shipped at most advantageous rates unless otherwise authorized in writing by Purchaser; any extra expense in effecting delivery of goods not so shipped will be charged to Seller.
6. Seller shall assist Purchaser and its designees, which may include Purchaser's customer, in expediting this order. This obligation includes the furnishing of such information and such access to the plants of Seller and its sub-suppliers as Purchaser may require.
7. If delivery is not made within the time stated on this order, Purchaser shall have the right to cancel this order, or any portion thereof, without liability. In the event Seller is unable to provide goods and services as contracted for, Purchaser shall have the right to purchase elsewhere or manufacture in house and seller shall be responsible for full cost in excess of contracted price. In the event Purchaser manufactured, the cost shall be fully absorbed.
8. Invoices subject to cash discount should be mailed on the day they are dated. If they are not, discount period will begin on day the bills are received by Purchaser.
9. Any action of law, suit in equity or judicial proceeding for the enforcement of this contract (Purchase Order) or any provisions thereof, shall be instituted only in the courts of the State of Wisconsin. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Wisconsin, both as to interpretation and performance.
10. **BINDING ARBITRATION.** Any and all disputes, demands, claims or controversies up to \$50,000 hereto arising out of or relating to this contract or the breach thereof, shall be settled by a Resolute Systems binding arbitration in accordance with Resolute Systems Arbitration Rules and judgement upon the award rendered by the arbitrator may be entered into any court or administrative tribunal having jurisdiction thereof. Each party to pay own costs.

**ALL PURCHASES ARE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS OF PURCHASE AS STATED ABOVE.**