

BRICKHAM STAMPING COMPANY, INC.
TERMS AND CONDITIONS OF SALE

1. **Terms/Conditions in Conflict.** All sales are subject to and expressly conditioned upon the Terms and Conditions contained herein, and upon Buyer's assent thereto. Any term or condition contained in any purchase order or other communication by Buyer which is at variance with these terms and conditions is agreed by Buyer to be superseded and controlled by these terms and conditions. Stenographic and clerical errors are subject to correction. No representations or warranties other than contained herein shall be binding upon us unless made in writing and signed by our authorized employee/officer. Seller reserves the right to change, modify or amend these Terms and Conditions of Sale at any time by updating this document or any web-site posting. Buyer should visit the web-site posting periodically to review the Terms and Conditions because they are binding on the Buyer.

2. **Cancellation.** Accepted orders are not subject to cancellation, change or assignment within thirty (30) business days prior to scheduled or requested delivery dates without payment of applicable charges and our authorized written consent.

3. **Prices/Delivery Terms.** Prices for goods in our published price list shall be as in effect on the date of invoice. Prices otherwise quoted are guaranteed for 60 days from date of quote, after which they may be adjusted to those then in effect from time to time. Unless otherwise agreed in writing we reserve the right to make delivery in installments when necessary and to invoice each such installment separately.

Unless otherwise agreed to in writing, delivery shall be F.O.B. our plant. We will select the route and manner of shipment unless otherwise advised by Buyer. All risk of loss shall pass to Buyer upon delivery to the first common carrier. We reserve a security interest in the goods until payment has been received, and if requested Buyer will execute and deliver documents effective to perfect such interest. Unless otherwise agreed in writing, all orders are subject to credit approval and payments in full shall be due in U.S. dollars net 30 days from the date of each invoice and sent to the remittance address noted on the invoice. All applicable taxes are to the account of Buyer. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall become due as if shipment had been made. A reasonable storage charge may be made and such storage shall be at the risk of the Buyer. In the event of default by Buyer in the payment of the purchase price or otherwise, of this or any other order, Seller, at its option, without prejudice to any other of Seller's lawful remedies, may defer delivery, cancel this Contract, or sell any undelivered products on hand for the account of Buyer and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and Buyer agrees to pay the balance then due to Seller on demand. Buyer agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof.

Immediately upon Buyer's receipt of any goods shipped hereunder, Buyer shall inspect the same. Claims for factory damage or shortages shall not be considered unless made in writing within 10 days after receipt of the goods and accompanied by reference to our bill of lading and invoice numbers. Claims for damage or shortage in transit must be filed by Buyer against the carrier unless shipping costs are prepaid

Except as provided by these terms and conditions or other written agreement to the contrary, all goods and/or services shall be deemed to have been accepted 30 days after receipt by Buyer unless written notice of rejection shall have been made to us at the address on the reverse side by Certified Mail/Return Receipt Requested within that period. Any notice of rejection must describe any defect(s) upon which rejection is claimed.

We shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond our control and not occasioned by our fault or negligence and which make our performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accident, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of the clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work provided such cause is beyond our reasonable control.

4. **Taxes and other charges.** Any use 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 Buyer shall be paid by Buyer in addition to the prices quoted or invoiced, as applicable. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore; or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted an exemption certificate or other document

5. **Warranty/Limitations.** We warrant to the first user that each part sold by us is free of defects in material and workmanship. If a defect in material and workmanship becomes evident within six months of use by the first user, and such defect shall be verified by us, then the Buyer's sole and exclusive remedy for such defect shall be, at our option and subject to the following qualifications, the repair or replacement of the defective part or parts, or the allowance of a credit for the replacement price of such parts.

Our obligation under this warranty is subject to the following qualifications: (a) We shall have been notified of such claimed defect within 30 days of its discovery. (b) The part shall have been subject only to proper use normal for similar products and it shall have been regularly maintained and serviced in accordance with such normal use.

No defective part may be returned to us without our prior written consent. Any return must be with transportation prepaid, which may be refunded at our discretion.

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR: (a) Failures not reported within the warranty period; (b) Failures or damages due to negligence, accidents, abuse, improper installation (unless installation made by us), improper operation, or improper maintenance and repair of others; (c) Expense incurred by you in an attempt to correct or repair any alleged defect without our prior written consent; (d) Any losses, costs, expenses, liabilities and damage, including but without limitation to, loss of use, loss of profits, damage to person or property, and liabilities you may have to your Buyers or third persons, and all other special or consequential damages, whether direct or indirect.

No liability whatsoever shall attach until the goods have been paid in full.

No action by a Buyer for breach of any of the terms or provisions of the Agreement shall be commenced more than two (2) years after such claim was alleged to have accrued.

Unless otherwise expressly agreed in writing. **THE ABOVE WARRANTY PROVISIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

6. **Equal Opportunity Employment.** We are an Equal Opportunity Employer and have an Affirmation Action Plan on file. We comply with Executive Order No. 11246 dated September 24, 1965 and the Federal Occupational Safety and Health Act of 1970 along with all subsequent amendments.

7. **Late Charges.** Payments not received by us at the times specified by these terms and conditions shall bear interest after their due date at the highest rate permitted by applicable law, but not in excess of 18% per annum, calculated on a 360 day year. If we are required to commence any suit or proceeding for collection of any delinquency, Buyer agrees to pay our actual costs collection incurred, including reasonable attorney's fees.

8. **Entire Agreement/Governing Law.** Except as otherwise agreed in writing, this constitutes the entire agreement between us, superseding all prior quotations and understandings, oral or written. Any questions concerning the validity, interpretation or effect of this Agreement are governed by the laws of the State of Wisconsin. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. This agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents. Contract formation between the parties is explicitly conditioned on the Buyer's assent to the terms of this form.

9. **Export Law.** If applicable, performance is subject to U.S. Export Laws and Regulations. Our failure to perform due to such Laws and Regulations shall not constitute a breach.

10. **Indemnification.** The Buyer agrees to keep, save, protect, defend, indemnify and hold Brickham harmless from and against all suits, claims, and associated costs and expenses, including but not limited to actual attorney's fees, for personal injury, death or property damage claimed to arise in any way from the purchase, ownership or use, by the Buyer or Buyer's agents, employees or independent contractors, or by any third party, of goods and/or services purchased from us by the Buyer.

11. **Non-Waiver/Severability.** Seller's failure to strictly enforce any term or condition of this order or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under the order are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity. Any waiver of a default by Buyer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective authorized successors or assigns.