PURCHASE ORDERS ARE SUBJECT ONLY TO THE FOLLOWING TERMS AND CONDITIONS:

1. **ACCEPTANCE AND GOVERNING PROVISIONS.** This order is not an acceptance of any offer to sell, but is an offer to buy which may be accepted through acknowledgement by Seller within ten days from the date of this order, or by other expression of acceptance, including shipment hereunder within such ten-day period. Upon acceptance, this order (together with any exhibits or schedules attached hereto) shall constitute the entire agreement between the parties (except for any additional warranties given by Seller), superseding any and all prior or contemporaneous agreements, correspondence, discussions or understandings, whether oral or written. **Unless specifically agreed to in writing by Kickhaefer Manufacturing Company, LLC ("Buyer"), no additional or different term or provision (except additional warranties given by Seller) of any quotation, acknowledgement, invoice, or other form supplied by Seller shall become a part of this agreement, notwithstanding any failure by Buyer to specifically object to such term or provision. The terms and conditions of this order shall govern in the event of any conflict between the terms and conditions of this order and any provision contained in or incorporated by reference into any purchase order acknowledgement or similar document submitted by Seller. Buyer agrees to purchase the goods described on the face hereof upon Seller's complete acceptance of all of the terms and conditions of this order without modifications or additions thereto.** The agreement of sale resulting from the acceptance of this order shall be construed and interpreted in accordance with the laws of the State of Wisconsin without application of choice of law or conflicts of law principles.

2. **PRICES; SECURITY INTEREST**. All prices are firm, and no additional charges will be allowed unless specifically provided for on the face hereof. All time periods for determining payment due dates and availability of discounts commence with Buyer's receipt of the items or receipt of an invoice, whichever is later. If Buyer is to make any payment before Buyer's receipt of the items, Seller grants Buyer a security interest in the items and all proceeds thereof to secure performance of Seller's obligations hereunder and Seller agrees to execute and deliver such financing statements as Buyer may reasonably consider necessary or appropriate to perfect its security interest.

3. **DELIVERY SCHEDULE**. Seller shall deliver the items, in the quantities and within the time, which is of the essence, in accordance with the specifications (as well as the sample approved by Buyer, if any) and at the prices specified on the face hereof or in any exhibit or schedule attached hereto. Failure of Seller to comply with such requirement shall entitle Buyer, in addition to any other rights or remedies, to cancel this order and to be relieved of all liability for any undelivered portion. Seller shall not unreasonably anticipate delivery by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet Buyer's delivery schedule. Items received in advance of Buyer's delivery schedule may, at Buyer's option, be returned at Seller's expense or be accepted and payment withheld unit the scheduled delivery date.

4. **PACKING AND SHIPPING**. All items shall be suitably packed, marked conspicuously with Buyer's purchase order number, and shipped in accordance with shipping instructions specified herein and otherwise in accordance with the requirements of common carriers so as to obtain the lowest transportation cost. Buyer shall have the right to route all shipments. No charge shall be made to Buyer for packaging, boxing, or cartage unless separately itemized on the face hereof. Seller shall be liable to Buyer for any loss or damage resulting from Seller's failure to act so as to provide adequate protection during shipment. Additional expenses, charges or claims incurred as a result of deviation from the specified route, non-compliance with other shipping instructions or improper description of the shipment in shipping documents shall be Seller's responsibility. Promptly upon shipment, Seller is to notify Buyer, advising of complete shipping and routing information.

5. **INSPECTION**. Seller agrees to permit Buyer to have access to Seller's plant upon reasonable notice and during Seller's regular business hours for the purpose of inspecting any items set forth in this order or work in progress for production of such items. All items are subject to final inspection and approval at Buyer's plant or such other place designated by Buyer. Such inspection shall be made within a reasonable time after delivery, irrespective of the date of payment. Notwithstanding any payment that may be made, no items will be deemed accepted until Buyer has had a reasonable opportunity to inspect them.

6. **REJECTED ITEMS**. Buyer may return rejected items at Seller's expense. Seller shall not replace items returned as defective unless so directed by Buyer in writing.

7. **CHANGES**. Buyer may make changes in drawings, specifications, quantities, delivery schedules, or methods of shipment or packaging on any item at any time. If such changes result in an increase or decrease in cost, an equitable adjustment of price and delivery schedules may be made, or Buyer may, at its option, terminate this agreement pursued to Section 13 hereof if agreement on an equitable adjustment cannot be reached. Claims for equitable adjustment must be asserted by Seller within ten days of the change order. This order, together with any change orders or instructions, shall constitute one contract.

8. **SHIPMENT, TITLE AND RISK OF LOSS**. Shipment shall be FOB Destination. Title and risk of loss with respect to items supplied hereunder shall pass from Seller to Buyer upon delivery to the shipping dock of Buyer's facility. Delivery to such shipping dock shall constitute delivery to Buyer.

9. **WARRANTY**. In addition to its standard warranty and/or service guaranty, Seller warrants that all items provided hereunder shall be free and clear of all liens and encumbrances, good and marketable title thereto being in the Seller, be free from any defects in design, material or workmanship, conform to Buyer's specifications or the sample approved by Buyer, as the case may be, and comply and have been produced, processed and delivered in conformity with all applicable federal, state or other laws, administrative regulations and orders. The foregoing warranties shall survive inspection, delivery and payment and shall run in favor of Buyer and its customers. Seller shall indemnify, defend and hold harmless Buyer and its officers, directors, employees, agents and customers from and against any and all losses, liabilities, damages, judgments, fines, penalties, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") resulting from or arising out of a breach of any of the foregoing warranties.

10. **NON-ASSIGNABILITY**. Seller shall not assign or sublet the work to be done hereunder without the prior written consent of Buyer, but this provision shall not restrict Seller in the procurement of component parts or materials.

11. **TAXES**. Buyer shall not be liable for any federal, state or local taxes, duties, customs, or assessments in connection with the sale, purchase, transportation, use, or possession of the items ordered hereunder, except those expressly set forth on the face of this order.

12. **INTELLECTUAL PROPERTY INFRINGEMENT**. Except for items ordered in accordance with Buyer's design, Seller warrants that the sale or use of items furnished hereunder will not infringe on any patent, copyright, trademark or trade secret of any third party. Seller shall indemnify, defend and hold harmless Buyer and its officers, directors, employees, agents and customers from and against any and all Losses resulting from or arising out of a breach of the foregoing warranty. In the event that any items are held to infringe any patent, trademark, copyright or trade secret, and their use is enjoined, or in the event of a settlement or compromise approved by Seller which shall preclude future use of such items, Seller shall, at its own expense and at its sole option: (i) procure the right to continue using such items; (ii) modify such items to render them non-infringing but to provide substantially comparable form, fit, function and performance; (iii) replace such items with a non-infringing item that has substantially comparable form, fit, function and performance; or (iv) refund the purchase price paid by Buyer for the items after return of the items to Seller.

13. **INDEMNITY**. Seller shall indemnify Buyer and its officers, directors, employees, agents and customers from and against any and all Losses resulting from or arising out of any third-party claim for bodily injury or death or damage to tangible property to the extent arising from, resulting from or caused by, in whole or in part, the negligence of Seller, except as such injury, death or damage may be caused solely by the negligence of Buyer.

14. **CANCELLATION BY BUYER**. Buyer shall have the right to cancel this order without cause, and in such event, Buyer's liability for cancellation shall be limited to Seller's actual cost for work and materials, applicable solely to this order, which shall have been expended before notice of cancellation has been received by Seller.

15. **DRAWINGS, SPECIFICATIONS AND TECHNICAL INFORMATION**. Drawings, specifications, photographs and other engineering and manufacturing information supplied by Buyer shall remain Buyer's property and shall be treated as confidential information and shall be returned to Buyer upon completion of order or upon demand. Any information which Seller may disclose to Buyer with respect to the design, manufacture or sale or use of the items covered by this order shall be deemed to have been disclosed as part of the consideration for this order, and Seller shall not assert any claim (other than a claim for patent infringement) against Buyer by reason of Buyer's use thereof.

16. **BUYER'S PROPERTY; TOOLS**. Seller shall insure, and bear the risk of loss, of any property of Buyer in Seller's possession for performance of this agreement. Tool charges convey ownership of the tools to Buyer, and Seller shall delver such tools (and other property of Buyer) to Buyer on demand.

17. **HEALTH AND SAFETY; COMPLIANCE WITH LAWS**. Seller represents, warrants and covenants that all items provided by Seller hereunder shall be produced and supplied (i) in the safest manner possible, consistent with industry standards, and (ii) in compliance with all applicable laws, regulations, rules and orders of any governmental authority, including, without limitation, those relating to labor and employment, health, safety and the environment. In the event any items provided hereunder consist of or contain any hazardous materials, the packaging of such items must be clearly labeled to identify such hazardous materials and must be accompanied by appropriate written guidelines and information regarding the safe handling of such items.

18. **INSURANCE**. Seller shall, at its sole cost and expense, maintain the following insurance coverages and limits and any additional insurance and/or bonds required by applicable law: (i) workers' compensation insurance with benefits afforded under the laws of any jurisdiction in which items are to be produced; (ii) commercial general liability insurance with limits of at least $5,000,000 general aggregate limit and $1,000,000 per occurrence; (iii) business automobile liability insurance with limits of at least $1,000,000 each accident for bodily injury, death and property damage; and (iv) employer's liability insurance with limits of at least $1,000,000 per claim. Seller shall deliver to Buyer upon request a certificate of insurance (stating the type of insurance and policy limits) for each policy listed above.