

SEURA PURCHASE ORDER TERMS AND CONDITIONS

1. Complete Agreement. This Purchase Order, including these Terms and Conditions, the specifications hereto and any additional terms and conditions incorporated into and attached hereto, constitutes the sole and entire agreement between the parties hereto. Seller's data, information, terms, conditions, and specifications are incorporated in and made a part of this Purchase Order only to the extent of specifying the nature and description of the goods ordered and then only to the extent that such items are consistent with the other terms of this Purchase Order. No other terms or conditions, including, but not limited to, terms and conditions included in any Seller's sales order, shall be binding upon Séura unless accepted by it in writing. In no event shall Séura's acceptance and/or use of goods or services delivered hereunder, constitute acceptance by Séura of any terms or conditions in addition to or different from those provided in this Purchase Order. In the event that there is a conflict between the terms on the Purchase Order and these Terms and Conditions, then the terms on the Purchase Order shall prevail.

2. Changes-Termination. Séura may, by written change order, make any changes, including additions to or deletions from the quantities of goods originally ordered. If any such change affects the amount due or the time of performance hereunder, an equitable adjustment shall be made by Séura. Séura may at anytime, by written change order terminate this agreement as to all or any portion of the goods then not shipped, subject to an equitable adjustment between the parties as to any work or materials then in progress; provided that no such adjustment be made in favor of Seller with respect to any goods which are Seller's standard stock. No such termination shall relieve Séura or Seller of any of their obligations as to any goods delivered hereunder. Any claim for adjustment hereunder must be asserted within thirty (30) days from the date when the change or termination is ordered.

3. Price and Payment. The price herein specified shall, unless otherwise expressly stated, include all charges for shipping and handling. Payment will be made in accordance with the applicable provisions of this Purchase Order. The time for payment of invoices, or for accepting any discounts offered, shall run only from the date correct invoices are furnished to Séura.

4. Delays. Time is of the essence. In the event of rejection of nonconforming goods or failure to deliver, Séura may cancel the order as to the nonconforming goods and retain its rights, as provided by law.

5. Non-Waiver. Failure of Séura to insist upon strict performance of any of the terms and conditions hereof shall not release Seller of any of the warranties or obligations of this Purchase Order and shall not be deemed a waiver of any right of Séura to insist upon strict performance hereof or any of its rights or remedies as to any such goods.

6. Taxes and Duties. The purchase price stated in this Purchase Order include all applicable taxes and duties, except state and local sales and use taxes, which by statute may be passed on to Séura. Such sales and use taxes shall be separately itemized in Seller's invoice or other documentation. This Purchase Order shall include all applicable and related customs duty and import duties or other charges, if any.

7. Inspection. Séura shall have the right to inspect and test the goods at any time prior to shipment and to final inspection within a reasonable time after arrival of the goods at Séura's location. The making or failure to make any inspection of, or payment for or acceptance of the goods, shall in no way impair Séura's right to reject nonconforming goods, or to avail itself of any other remedies to which Séura may be entitled, notwithstanding Séura's knowledge of the nonconformity, its substantially or the ease of its discovery.

8. Expediting. When deemed necessary by Séura, the goods furnished under this Purchase Order shall be subject to expediting by Séura or its representatives. Séura's personnel shall be allowed reasonable access to Seller's facilities and those of the sub-suppliers, for expediting purposes. As required by Séura, Seller shall supply schedules and progress reports for Séura's use in expediting.

9. Warranty. All warranties contained in the UCC (Uniform Commercial Code), including without limitation, the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, shall be applicable to the goods supplied hereunder and said goods will conform to any specifications, drawings, samples or other descriptions furnished by Séura by Seller or specified by Séura. Seller warrants that all services contracted to be rendered hereunder, if any, will be rendered in workmanlike manner and will be of a quality and standard acceptable in the trade. All warranties shall survive delivery and shall not be deemed waived either by reason of Séura's acceptance of said goods or services, or by payment for them, and Seller shall indemnify and hold harmless Séura from any loss, damage or expense that Séura may suffer from breach of this warranty.

10. Infringement. Seller shall, at its own expense, hold harmless and defend Séura against any claim, suit or proceeding brought against Séura

which is based upon a claim, whether rightful or otherwise, that the goods, or any part thereof, furnished under this Purchase Order, constitutes an infringement of any patent of the United States and Seller shall pay all damages and costs awarded against Séura. In case the goods are in such suit held to constitute infringement and the use of goods is enjoined, Seller shall, at its own expense, and at its option, either procure for Séura the right to continue using said goods; or replace same with substantially equal but no noninfringing goods or modify them so they become noninfringing; or remove said goods and refund the purchase price and the transportation and installation costs hereof.

11. Setoff. Séura shall be entitled at all times to setoff any amount owing at anytime from Seller to Séura (or any affiliate or subsidiary of Séura) against any amount payable at anytime by Séura (or any affiliate or subsidiary of Séura) to Seller.

12. Title. Title to and the right of immediate possession of all data, specifications or materials furnished to Seller or paid for by Séura, directly or indirectly, for use by Seller in connection with this Purchase Order, shall be and remain in Séura.

13. Confidential Information. Seller shall not disclose to any third party or use any confidential information of Séura concerning this Purchase Order or other material intended for use in connection with this Purchase Order without Séura's prior written consent. Any knowledge or information which Seller may disclose to Séura in connection with the purchase of the goods referenced herein shall not be deemed to be confidential information of Seller and shall be acquired free from any restrictions as part of the consideration for this Purchase Order.

14. Indemnification. Seller agrees to defend, indemnify and hold Séura harmless from and against any liability, claim, loss, damage or injury (including reasonable attorneys fees, loss of profits, business interruption or other special or consequential damages), including any third party claims, caused by, resulting from, or in any way connected with the use, maintenance, operation, or defect in the goods or services delivered hereunder. In addition, Seller agrees to indemnify and hold Séura harmless from and against any and all lost profits, other losses or damages, caused by, resulting from, or in any way connected with delays in delivery of the goods or services delivered hereunder, which such delays are caused by the acts or omissions of Seller.

15. Remedies. In addition to Séura's remedies described herein, Séura shall be entitled to all remedies made available by the Uniform Commercial Code and other applicable laws of the State of Wisconsin which are effective and in force on the date hereof and without regard to the conflict of laws and/or provisions thereof. Further, Seller shall be responsible for and shall pay all costs and expenses, including reasonable attorneys fees, incurred by Séura which arise out of or relate to any matter relative to Seller and this Purchase Order and/or Séura's enforcement of this Purchase Order's terms and conditions.

16. Compliance. Seller warrants that all goods sold hereunder shall have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations to which the goods are subject. Seller shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required to be incorporated in agreements of this character are hereby incorporated herein by reference.

17. No Assignment. Any assignment of this Purchase Order of any rights hereunder or hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of Séura shall be void.

18. Applicable Law-Definitions. The definition of terms used, interpretation of this agreement and the rights of all parties hereunder, shall be construed under and governed by the laws of the State of Wisconsin. Any legal proceeding initiated in connection with this Purchase Order shall be brought in a forum consisting of either the United States District Court for the Eastern District of Wisconsin, located in Green Bay, Wisconsin, or in the Circuit Court for Brown County, Wisconsin. Séura means Séura, Inc., whether acting in behalf of or as agent for the successor in interest to the goods or in its own behalf. Whenever Séura, Inc., is not the ultimate consumer of the goods, all rights, benefits and remedies conferred upon to and are for the express benefit of the customer of Séura, Inc. for which the goods are purchased. Seller means the person, firm, or corporation to which this Purchase Order is addressed. The goods means those articles, materials, supplies, drawings, data and other property and all services, including design, delivery, installation inspection, testing and expediting, specified or required to furnish the goods ordered by this Purchase Order.