

## **COST OF WISCONSIN, INC. CONDITIONS OF SALE**

The following terms are applicable to any purchase made by Customer.

Customer is hereby notified that acceptance of Customer's order / contract is expressly made conditional on assent to the following terms and that Cost of Wisconsin, Inc. ("COW") objects to any additional or different terms proposed by Customer.

1. **Limited Warranty:** COW warrants that the goods or services supplied hereunder ("the Goods") will conform to the description herein, that COW will convey good title to the Goods free from any security interest unknown to Customer, and that the Goods will be free from defects in material or workmanship when shipped to Customer. COW makes no warranties, expressed or implied (including, without limitation, merchantability, fitness for particular purpose, or against infringement or any patent), except as expressly provided herein.
2. **Limitation of Remedies:** If the Goods supplied do not conform to the limited warranty set out above, COW will, at its option, repair or replace the Goods which are defective, provided that written notice of the defect and its nature is given to COW as soon as practical after discovery of the defect, but in no event, later than one year from the date of shipment/ installation by COW.
3. **Limitation of Liability:** The remedy of repair or replacement is the Customer's sole and exclusive remedy and will satisfy all of COW's liabilities, whether based on contract, negligence, tort, product liability, strict liability, or otherwise. In no event shall COW be liable for incidental, consequential damages or claims for lost revenues of any kind.
4. **Inspection:** With respect to any claim made by Customer, Customer will allow COW a reasonable time to inspect, in place, the product produced by the Goods and to remove samples for testing and analysis, at COW's expense. Customer will not alter or remove the product produced by the Goods until COW has made such inspection or waived its right to do so.
5. **Limitation of Actions:** Any legal action against COW for a default of its obligations to Customer must be commenced within one year for the date the Goods were shipped to Customer.
6. **Installation:** Unless COW enters into a written contract with Customer to install the Goods, installation of the Goods is Customer's responsibility, and any assistance or supervision by COW's personnel in installation of the goods will not enlarge or alter COW's Liability to Customer.
7. **Prices:** All prices are in U.S. dollars, F.O.B. point of shipment, unless otherwise stated. In case of prepaid shipments on a delivered basis, the actual material and freight charges at time of shipment will apply. If Customer request that all or any part of the Goods be schedule for shipment more that 30 days from the order date, the prices stated herein are subject to any general price increase by COW effective as of the date of scheduled shipment.
8. **Taxes:** The price of the goods does not include sales, use, excise, or other taxes now or hereafter imposed on the sales, delivery, or use of the Goods. Customer will pay such taxes directly or reimburse COW for any such taxes which COW may be required to pay.
9. **Payment:** Unless otherwise agreed in writing, Customer will pay for the Goods on the basis of net cash. Any unpaid account will bear interest at the rate of 1½% per month from and after the date payment is due.
10. **Risk of Loss:** Title and risk of loss or damage shall pass from COW to Customer upon delivery by COW to a common carrier for shipment to Customer.
11. **Deliveries:** Acquisition, production, and delivery of the Goods by COW are subject to strikes, threats of strikes, insurrection, governmental laws and regulation, fires, factory shutdowns, embargoes, war, riots, delays in transportation, calamities, and delays beyond the reasonable control of COW, and any delays resulting from such cause will extend the delivery dates for the Goods.
12. **Shipment:** Each shipment will be a separate transaction, and payment will be made accordingly. Partial shipments may be made and invoiced separately. All added expenses caused by partial shipments will be borne by Customer. If Customer is in default of any of its obligations to COW (whether or not such obligation is in connection with the purchase of the Goods), or if it otherwise appears to COW that Customer may not make payments when due, COW may, in addition to its other rights and remedies, defer shipments or deliveries hereunder, except upon receipt of the purchase price or satisfactory security.
13. **Cancellation:** Customer's order cannot be cancelled except with COW's consent and upon terms that will indemnify COW against loss.
14. **Typographical Errors:** Customer agrees that COW may correct typographical or clerical errors which may be present in the prices, quantities, or specifications contained in any of the documents.
15. **Credit for Returned Goods:** No credit will be allowed for the Goods returned to COW unless prior written permission has been granted by COW.
16. **Assignment:** No right or interest arising out of any contract between COW and Customer may be assigned by Customer without the prior written consent of COW.
17. **Waiver and Modification:** No waiver or modification of any of the terms contained herein shall bind COW unless in writing and signed by COW and the Customer.
18. **Governing Law:** The validity, construction, and interpretation of this contract and the rights and duties of the parties hereto shall be governed by the laws of Wisconsin without reference to Wisconsin's Choice of law rules.
19. **Proprietary Rights;** All technical information in the nature of design, blueprints, specifications, engineering data for production, product know how or manufacturing technology which is supplied to the Customer by COW to facilitate or assist in the performance of the Goods shall, unless otherwise agreed, be considered the property of COW and kept confidential by the Customer. Upon cancellation or termination of this contract, Customer shall return all proprietary information to COW.
20. **Entire Agreement:** COW is not bound by any representations, promises, or inducements of any kind unless set forth herein. These Conditions of Sale are part of other COW contracts thru inference. If there is a conflict between the language of this document and or any other COW contract, the one with the most onerous language shall prevail.