(1) AGREEMENT AND LIMITATIONS. Buyer accepts these Standard Terms and Conditions by returning Seller’s Quotation, by sending a purchase order in response to the Quotation, or by Buyer’s instructions to Seller to begin work, including shipment of product or performance of services. Upon Buyer’s acceptance, Seller’s Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to the products, equipment and services covered by the Quotation (the “Agreement”). No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Buyer’s purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereinafter set forth in writing and signed by Seller’s authorized representative. Buyer is hereby notified of Seller’s express rejection of any terms inconsistent with these Standard Terms and Conditions or to any other terms proposed by Buyer in accepting Seller’s Quotation. Neither Seller’s subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms.

(2) TERMINATION OR MODIFICATION. If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer. Accepted orders may be cancelled or modified by Buyer only with Seller’s express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller in connection with cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices in any quotation or proposal from Seller are subject to change upon notice sent to Buyer at any time before the quotation or proposal has been accepted. Prices for products covered by any sale contract may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in cost to Seller due to any cause, including but not limited to, change in exchange rates, any tax, or other similar malicious activity, or other similar malicious activity. In the event of such an adjustment, Buyer will be promptly notified of Seller’s applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be made by means of a confirmed irrevocable letter of credit. Invoices must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer’s default, the balance of outstanding amounts must be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1 1/2) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipment of Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller’s sole discretion.

(4) TAXES. All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities. Pricing for products and parts covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Seller reserves the right to increase the sales price for products covered by this Agreement due to any increase in Seller’s cost of materials and/or increased labor resulting from labor or material shortages, strikes, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER’S PART. If Buyer causes the failure to deliver, all risk of loss shall pass to Buyer. If Seller causes the failure to deliver, all risk of loss shall pass to Seller. If the failure to deliver is due to the fault of Buyer, all risk of loss shall pass to Buyer. No damage to goods or equipment, material, or components resulting from such delay shall be deemed a material breach of this Agreement by Seller.

(5) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended or delayed by events or circumstances beyond Seller’s control, including but not limited to, delays in the delivery of Seller’s reasonable collection costs (including legal fees and expenses), equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys’ fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller’s indemnity obligation herein.

(6) GOVERNING LAW. The formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law. (10) RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator’s award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such proceeding. All disputes between Seller and Buyer shall be governed by the laws of Wisconsin, and all provision of the Agreement shall be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the “Warranty Period”) unless such Warranty Period is modified by Seller’s proposal. If Seller installs or furnishes third-party product or equipment under the Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer’s warranty, Buyer will transfer the benefits together with all limitations of that manufacturer’s warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller’s specifications, or (vii) if Seller’s serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration, Buyer must notify Seller in writing of its warranty claim prior to expiration of the Warranty Period to obtain instructions on warranty procedures. Seller’s sole obligation for breach of this warranty shall be to repair or replace defective parts or to properly refund defective services. All replaced equipment becomes Seller’s property. Any changes/extension to the Warranty Period that may be required due to project delays or slippage will be mutually agreed upon in writing by the parties and may require contract modifications to incorporate additional warranty products to accommodate such changes/extension. THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES. OTHER THAN THE EXPRESS WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED. Seller makes no and specifically discalims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

(11) SOFTWARE LICENSE. To the extent software is provided by Seller under the Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under the Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government’s rights relating to the software are limited to those rights applicable to Buyer’s as set forth herein and is binding on Buyer’s representatives and assigns as well as any Federal, state, local, or other defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

(12) MISCELLANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or the design and products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer’s proposal.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said security interest. Seller shall have the right to enter upon Buyer’s premises to remove the goods. Buyer grants Seller a security interest in said security interest. Seller shall have the right to enter upon Buyer’s premises to remove the goods. Buyer grants Seller a security interest in said security interest.
(e) COMPLIANCE WITH LAWS: Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(f) BUYER RESPONSIBILITIES: Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) FORCE MAJEURE: Seller shall not be responsible for delays, interruption or failure to perform due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, cyber-attacks, viruses, ransomware, failures or interruptions to network systems, data breaches, severe weather, fire or any other cause beyond the reasonable control of Seller.

(h) ONE-YEAR CLAIMS LIMITATION: No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.