



Milwaukee Office: 3265 Gateway Rd, Suite 300, Brookfield, WI 53045, Phone: (262) 781-1815, Fax: (262) 781-2521
Green Bay Office: 3206 Holmgren Way Green Bay, WI 54304, Phone:(920)336-7620, Fax:(920)336-7610
Chicago Office: 1000 Muirfield Drive, Hanover Park, IL 60133-5468, Phone: (630) 563-3600, Fax:(630) 563-3850
Rockford Office: 2606 Broadway St, Suite 2A, Rockford, IL 61108, Phone: (815)229-7602, Fax: (815) 229-7905
Iowa Office: 201 West Second Street, Suite 610, Davenport, IA 52801, Phone: (563)355-2339 Fax: 563-255-2571

Standard Sales Terms and Conditions

The terms and conditions set forth herein shall constitute the entire agreement between Buyer and CMA/Flodyne/Hydradyne, Inc. (hereinafter referred to as C/F/H or Seller). Any provision or condition of Buyer's order which in any way differs from or adds to these terms and conditions is expressly rejected by Seller, shall not be binding upon Seller, notwithstanding Seller's acceptance of Buyer's purchase order, and Seller hereby objects to any such different or additional provisions and conditions.

All words used in this agreement shall be understood and construed to be of such gender and number as circumstances may require. All remedies of Seller whether provided for in this agreement or conferred by law are cumulative rights and not alternative and may be enforced successively or concurrently. Any provision hereof found upon judicial interpretation or construction to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

- 1. PRICES, TAXES AND PAYMENT:** The prices specified herein do not include the amount of any present or future tax applicable to the sale, purchase, manufacture, delivery, use, handling, or consumption of goods or services hereunder, all such taxes shall be paid by Buyer. Unless specified by Seller to the contrary, the purchase price is payable in U.S. currency. Payment received in any other currency will be credited on the basis of the number of U.S. dollars received by Seller upon conversion by it of such other currency. In the event Buyer requires shipment to a location outside the United States of America, Buyer shall be solely responsible for all customs and import tariffs, duties and similar charges, and for compliance with all import procedures, documentation and legal requirements of any other country, unless otherwise specified by the seller.
- 2. DELIVERY AND ACCEPTANCE:** The shipment shall be delivered F.O.B. Seller's warehouse and title liability for loss or damage shall pass to Buyer upon Seller's delivery to a carrier for shipment to Buyer. Shipping dates acknowledged by Seller and in Buyer's purchase order are approximate only. All products shipped by Seller shall be deemed accepted by Buyer if Buyer does not give Seller written notice of rejection and the reasons therefore within twenty (20) days after receipt of products by Buyer.
- 3. NO WARRANTY IN ADDITION TO MANUFACTURER'S, IF ANY:** There are no warranties, express or implied, representations, promises or statements in connection with the sale of property hereunder except as may be set forth in manufacturer's current warranty applying to property covered by this contract. No person other than Buyer shall be entitled to any right, claim or benefit under the manufacturer's warranty.

It is the responsibility of the product user to determine the suitability of the Seller's products for a specific application. Seller's obligations for any defective product sold by Seller are limited to assisting Buyer in pursuing any cause of action available under the manufacturer's warranty.



Milwaukee Office: 3265 Gateway Rd, Suite 300, Brookfield, WI 53045, Phone: (262) 781-1815, Fax: (262) 781-2521
Green Bay Office: 3206 Holmgren Way Green Bay, WI 54304, Phone:(920)336-7620, Fax:(920)336-7610
Chicago Office: 1000 Muirfield Drive, Hanover Park, IL 60133-5468, Phone: (630) 563-3600, Fax:(630) 563-3850
Rockford Office: 2606 Broadway St, Suite 2A, Rockford, IL 61108, Phone: (815)229-7602, Fax: (815) 229-7905
Iowa Office: 201 West Second Street, Suite 610, Davenport, IA 52801, Phone: (563)355-2339 Fax: 563-255-2571

SUCH ASSISTANCE IS THE ONLY OBLIGATION OF THE SELLER APPLICABLE TO PRODUCTS SOLD BY THE SELLER, AND SELLER MAKES NO OTHER PROMISES OR WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND EXPRESSLY EXCLUDES ANY LIABILITIES TO BUYER, BUYER'S CUSTOMERS OR ANY OTHER PERSON FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER PRODUCT LIABILITIES BASED UPON ALLEGED NEGLIGENCE OR BREACH OF EXPRESS OR IMPLIED WARRANTY OR STRICT LIABILITY OR OTHERWISE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH PRODUCTS.

The Buyer shall bear the cost of reshipment of the product to Buyer or manufacturer if Seller determines the product is beyond the warranty period or otherwise not entitled to the benefits of the manufacturer's warranty. No labor or other cost for removal of any product sold by Seller from Buyer's end product in which it is installed or reinstallation thereof will be provided or allowance given therefore under the provisions of this paragraph or otherwise.

The provisions of this paragraph shall not apply to any product sold by Seller which has been subject to misuse, negligence, alteration, conversion, accident or improper installation, application or storage.

4. **DELAYS/FAILURE TO DELIVERY:** Seller shall not be liable for delays or failure to deliver if such failure is due to labor stoppages and difficulties, production curtailment due to economic conditions, casualties, accidents, acts of nature, acts of government, failure or curtailment of Seller's usual sources of materials, supplies or transportation, or any other cause beyond the reasonable control of Seller.
5. **CLAIMS: LIMITATIONS OF ACTIONS:** Excluding Seller's right to commence an action to collect amounts owed to it by Buyer, any controversy or claim arising out of or relating to the products sold by Seller or any agreement relative thereto or the performance or breach thereof shall be settled by arbitration in the domicile of the Seller in accordance with the rules and procedures then existing of the American Arbitration Association. Any such arbitration proceeding must be initiated within one (1) year after the accrual of the cause of action or the shipment of the products by Seller, whichever is first to occur. The rights and remedies of Buyer and Seller shall be governed by the law of the state in which shipment is made.
6. **SELLER'S RIGHT OF POSSESSION:** Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default or defaults, including those under the Uniform Commercial Code, to withhold shipments, in whole or in part, and to recall goods in transit, retake same, and repossess all goods which may be stored with Seller for Buyer's account, without the necessity of taking any other proceedings, and Buyer consents that all the merchandise so recalled, retaken, or repossessed shall become the absolute property of Seller.



Milwaukee Office: 3265 Gateway Rd, Suite 300, Brookfield, WI 53045, Phone: (262) 781-1815, Fax: (262) 781-2521
Green Bay Office: 3206 Holmgren Way Green Bay, WI 54304, Phone:(920)336-7620, Fax:(920)336-7610
Chicago Office: 1000 Muirfield Drive, Hanover Park, IL 60133-5468, Phone: (630) 563-3600, Fax:(630) 563-3850
Rockford Office: 2606 Broadway St, Suite 2A, Rockford, IL 61108, Phone: (815)229-7602, Fax: (815) 229-7905
Iowa Office: 201 West Second Street, Suite 610, Davenport, IA 52801, Phone: (563)355-2339 Fax: 563-255-2571

7. **SECURITY INTEREST:** Buyer hereby grants Seller a continuing security interest in all products sold to Buyer by Seller to secure payment of any outstanding purchase price or charges and any other amounts payable by Buyer to Seller. Buyer will execute any financing statements and other documents to confirm and perfect the foregoing security interest as requested by Seller.
8. **NO INCIDENTAL OR CONSEQUENTIAL DAMAGES:** Seller shall not be liable to Buyer or any other person for any incidental or consequential damages arising from products sold by Seller, whether arising from delay or failure to deliver, breach of manufacturer's warranty or otherwise. Without limiting the generality of the foregoing, Seller shall not be liable to Buyer or any other person for lost profits, damages attributable to loss of use of Buyer's end product, loss of time or inconvenience.
9. **ATTORNEY'S FEES:** In the event Buyer fails to pay any amounts due Seller, Seller may commence a civil action to collect such amounts and Buyer shall also pay to Seller all of Seller's collection costs and expenses, including reasonable attorney's fees.