

SALES TERMS AND CONDITIONS

1. ACCEPTANCE AND GOVERNING TERMS AND CONDITIONS. These Terms and Conditions shall be the only ones governing the sale of products from Seller to Buyer and it is agreed that they supersede all prior communications including oral and written proposals. Seller shall not be bound by any of the terms and conditions in Buyer's purchase order or elsewhere unless Seller specifically agrees otherwise in a written, signed document. IN THE ABSENCE OF WRITTEN ACCEPTANCE OF SELLER'S TERMS BY BUYER, THE PLACING OF A PURCHASE ORDER, ACCEPTANCE OF OR PAYMENT FOR ANY OF THE PRODUCTS HEREUNDER BY BUYER OR HIS AGENT SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS. All purchase orders shall state the Seller's quotation number. All written price quotations provided by Seller shall expire thirty (30) days from the date thereof, unless otherwise stated in the quotation.

2. DELIVERY. Delivery will be made F O B Point of Shipment, unless otherwise agreed in writing by Seller. All stipulated delivery or shipment dates given by Seller are estimates only. Seller reserves the right to make deliveries in installments and the contract shall be severable as to any such installments. Delay in delivery or other default in any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries. IN NO EVENT SHALL SELLER BE LIABLE FOR INCREASED MANUFACTURING COSTS, LOSS OF PROFITS OR GOODWILL, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY CLAIMS FOR DELAY IN DELIVERY OR SHIPMENT SHORTAGE. Notwithstanding anything in this Agreement to the contrary, Seller shall have no obligation to ship any products to Buyer if Buyer is late or overdue in the payment of any obligation owed to Seller. Unless otherwise agreed to in writing by Seller, Buyer shall inspect all products immediately after arrival and shall notify Seller in writing within fourteen (14) days after receipt of any shortages, non-conformance or any other failure under a Purchase Order. Any shortages, non-conformances or other failures under a Purchase Order not reported in writing within such fourteen (14) day period shall be forever waived by Buyer and delivery shall be deemed accepted by Buyer. A quantity tolerance of ten percent (10%) is permitted between quantities ordered and quantities delivered. A one percent (1%) tolerance of defective products per shipment is permitted.

3. RESPONSIBILITY AND TITLE. Title to articles sold hereunder shall pass from Seller to Buyer at the FOB Point of Shipment, unless otherwise agreed in writing by Seller. However, notwithstanding passage of title, Seller shall retain a security interest and right of possession in the articles until Buyer has made payment in full. Buyer agrees to cooperate in whatever manner necessary to assist Seller in the protection of said security interest. Risk of loss and damage to articles sold shall be borne by Buyer after the articles are delivered to the FOB point. Buyer shall be responsible for filing any necessary claims against the carrier.

4. WARRANTY. Seller warrants the products furnished hereunder to be free from defects in material and workmanship for a period of 30 days following the date of delivery. Seller's obligation hereunder shall be limited to either refunding the purchase price or to repairing or replacing, at Seller's sole discretion, any product for which written notice or nonconformance hereunder is received by Seller from Buyer within 30 days following the date of delivery, provided that such nonconforming products are returned FOB to Seller's plant within 30 days after notice of nonconformance. This warranty does not apply to any products which Seller determines have been subjected to testing, operating or environmental conditions in excess of the maximum values established therefore in the applicable specifications or to products Seller determines have otherwise been subject to mishandling, misuse, neglect, improper testing, repair, alteration or damage or to products which have been subjected to assembly or processes which alter their physical or electrical properties. Due to Seller's production processes, a portion of the products delivered could be defective.

Notice of nonconformance should be sent to: COREX US LLC, Attn: Quality Department, 2116 Wood Street, Stevens Point, WI.

BUYERS EXCLUSIVE REMEDY FOR BREACH OF WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OR TO REPAYMENT OF THE PURCHASE PRICE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY APPLIES TO BUYER ONLY AND NOT TO BUYER'S CUSTOMERS OR USERS OF BUYER'S PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT COVER NORMAL OR REMEDIAL MAINTENANCE, REPAIRS, FAILURES DUE TO ACCIDENT OR IMPROPER USE OF THE PRODUCT, OR DAMAGES OR DEFECTS IN THE PRODUCT CAUSED OR CONTRIBUTED TO BY ANY CAUSE EXTERNAL TO THE PRODUCT.

5. PRICE AND PAYMENT. Applicable prices and pricing policy will be those in effect on the date of shipment. Unless otherwise agreed in writing, all prices are in US currency at Seller's factory and shall be paid in full within thirty (30) days of Buyer's receipt of invoice. Payments that are more than thirty (30) days past due are subject to finance charge of 1.5% per month on the unpaid balance. If any credit is extended to Buyer because of Buyer's failure to pay for any articles when due or for any other reason deemed good and sufficient by Seller, in such event all subsequent shipments shall be paid for in cash with Purchase Order, notwithstanding the terms of payment herein. In the event Seller learns of Buyer's bankruptcy in solvency, receivership or other good reason to believe that Buyer will be financially unable to pay for goods delivered under any credit arrangement provided for by the terms hereof, or otherwise, then, in the event that there are goods then still in transit which are to be delivered to Buyer hereunder, Seller shall have the right to declare that particular delivery rescinded and retain title to such goods without liability to Seller whatsoever. All prices are exclusive of all federal, state, local and foreign excise, sales, use, export, import, transit, and similar taxes and Seller reserves the right to require Buyer to reimburse Seller for any such taxes arising as a result of Buyer's purchase hereunder.

6. CREDIT APPROVAL. Notwithstanding anything in these Terms and Conditions to the contrary, all shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's credit department. Seller may at any time decline to make any shipment or perform any work except upon receipt of payment in advance or upon such other payment terms as are acceptable to Seller's credit department.

7. CANCELLATION AND TERMINATION. (a) No cancellation by Buyer for default shall be effective unless and until Seller shall have failed to correct such alleged default within sixty (60) days after receipt by Seller of a written notice specifying such default. Buyer may not otherwise withdraw, cancel or terminate any Purchase Order.

(b) NOTWITHSTANDING THE FOREGOING, SELLER RESERVES THE RIGHT TO CANCEL ANY PURCHASE ORDER AT ANY TIME, WHETHER BEFORE OR AFTER COMMENCEMENT OF FULFILLMENT OF THE SAME, IN SELLER'S SOLE DISCRETION, BY REFUND OF ALL AMOUNTS PAID BY BUYER TO SELLER RELATIVE TO A PURCHASE ORDER, IF PARTS OR PRODUCTS NECESSARY TO FULFILL A PURCHASE ORDER ARE OR BECOME UNAVAILABLE TO SELLER.

8. RETURNS: No returns will be accepted without prior return authorization from Corex US. All requests for returns must be made within thirty (30) days from the delivery date. Materials tendered for return (except those tendered for defects) must be in saleable condition and, in all cases must be packed in original cartons and return shipping prepaid to Corex US accompanied by a return authorization number clearly displayed on the shipping label. Regardless of shipping terms, materials returned shall remain at the risk of Buyer until actually received by Corex US.

9. FORCE MAJEURE. The Seller shall not be liable for any delay in, or failure of performance due to war, hostilities, acts of the public enemy,

breakdown of equipment, loss of energy of power, sabotage, revolution, insurrection, terrorist activity, riot or disorder; confiscation, embargo, nationalization or other similar government action, breakdown of the telecommunication links; acts of God, fire, frost, earthquake, storm, lightning, flood, or perils of the sea; epidemic; or any other cause beyond the reasonable control of the Seller. In the event Seller is unable wholly or partially to conform because of any cause beyond its control, Seller may terminate this order without any further liability to Buyer.

10. INDEMINIFICATION OF SELLER. Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, managers, members, employees, agents, shareholders, affiliated companies and their respective successors and assigns from and against any and all claims relating to, in connection with or arising from: (a) any breach by Buyer of any provisions of these Terms and Conditions; (b) any claim or suit for actual or alleged violation or infringement of any United States patent or United States copyright of any third party arising from Buyer's designs, specifications or instructions to Seller; (c) any unauthorized modifications, alteration, adaptation or use of the products; and (d) any claim or suit for damages arising from acts, representation or omissions of Buyer related to Buyer's sale of the products, use of the products or incorporation of the products, into a product or part thereof. Seller shall have the right to control the defense of any such claim, including, without limitation, authority to settle any such claim and seek reimbursement from Buyer and select counsel.

11. CONFIDENTIAL INFORMATION. All materials furnished by Seller relating to the use of products furnished hereunder, including any all quotations and information therein, are proprietary to Seller. Such materials have been developed at great expense and are considered to be trade secrets of the Seller. Buyer may not reproduce or distribute, in any way, such materials, except to officers and employees in Buyer's organization who may use the articles in connection with their official duties in Buyer's organization.

Buyer hereby agrees and acknowledges that Seller retains all right, title and interest in and to any and all intellectual property of or related to the products and the trademarks/trade names, in whole or in part, in any form, including, without limitation, all patent, copyright, trademark, trade dress, trade secret and domain name proprietary rights (collectively, the "Intellectual Property Rights"). All Intellectual Property Rights belong solely and exclusively to Seller.

12. GENERAL. If any of the provisions or portions of these Terms and Conditions are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted. Buyer acknowledges that he has read and understands these Terms and Conditions and agrees to be bound by them and, further, agrees that it is the complete and exclusive statement of the agreement between the parties and supersedes all proposals, whether oral or written and all other communications between the parties relating to the subject matter hereof. No waiver or breach of any provision of this order shall constitute a waiver of any other breach of such provision.

13. GOVERNING LAW. Any contract resulting from these Terms and Conditions shall be governed by any construed according to the law of the State of Wisconsin. The Seller and Buyer hereby submit to the jurisdiction of, and waive any venue objections against, the federal courts sitting in the Western District of Wisconsin, or, as appropriate the state court located in Dane County, Wisconsin, in any litigation arising out of a Purchase Order or these Terms and Conditions. In any action to enforce a purchase order or these Terms and Conditions, the prevailing party shall be awarded all court costs and reasonable attorneys' fees incurred, including such costs and attorneys' fees incurred in enforcing and collecting any judgment.

14. ASSIGNMENT: Buyer shall not assign or transfer any of its rights or obligations hereunder without Seller's prior written consent.