

TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE OF TERMS.** ACCEPTANCE OF BUYER'S ORDER OR SIMILAR COMMUNICATION IS EXPRESSLY CONDITIONED UPON BUYER'S ASSENT TO THE TERMS AND CONDITIONS HEREOF. SELLER EXPRESSLY OBJECTS TO ALL TERMS AND CONDITIONS OF BUYER'S ORDER OR SIMILAR COMMUNICATION IN ADDITION TO OR DIFFERENT FROM THOSE CONTAINED HERIN. ANY OBJECTION BY BUYER TO THE TERMS AND CONDITIONS, HEREOF, MUST BE MADE IN WRITING PRIOR TO SHIPMENT OF PRODUCT BY SELLER.
2. **PRICES.** Seller's prices are subject to change without notice prior to Seller's acceptance of an order, and subject to change at any time by Seller if there is change in Buyer's requirements. Prices exclude all taxes, duties, and other governmental fees, freight, and insurance costs. All such costs not included in the invoice to Buyer are the responsibility of Buyer. Seller shall have the right to separately bill Buyer for any such charges which the Seller may pay and Buyer agrees to pay such charges within ten (10) days of receipt of such invoice.
3. **PAYMENT TERMS.** First order must be credit card or prepaid. Unless otherwise stated by Seller, terms of payment shall be net thirty (30) days from date of invoice after credit approval. Invoices are issued daily. Seller may require payment in advance of shipment or security for payment whenever, in Seller's opinion, such is advisable. Any amount not paid when due shall bear interest until paid at a rate per annum equal to the lesser of eighteen percent (18%) or the maximum amount permitted by law. **Payments made with credit card on account balances that are more than 30 days old will be charged a 4% fee.**
4. **SHIPMENTS.** Unless otherwise stated by Seller, Products are shipped F.O.B. Seller's plant, Green Lake, Wisconsin, at Buyer's risk and expense. Products may be delivered in installments, each shipment to be an independent transaction. Upon delivery of Products to carrier, title and risk of loss or damage shall be Buyer's. Any claim against Seller for shortage or damage occurring prior to such delivery, must be made in writing within forty-eight (48) hours after receipt of shipment and accompanied by original transportation bill signed by carrier. For any loss or damage to any raw materials of Buyer's located on Seller's premises which is caused solely by Seller's negligence, Seller shall be liable for any amount equal to the lower of the Buyer's cost or the fair market value of such raw materials at the time of such loss or damage.
5. **SHIPMENT DELAYS.** Quoted shipping date is only approximate. Seller shall not be liable for any damages for not shipping or for delays in shipment due to causes not within Seller's reasonable control. Delivery schedule shall be extended for a period equal to time lost because of such causes. Acceptance by Buyer of any Products shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such Products.
6. **CANCELLATION OR RETURN BY BUYER.** Accepted orders are not subject to cancellation by Buyer, except on (a) written approval of Seller and (b) Buyer's payment of Seller's customary cancellation charges. Returns of standard stock Products must be made within thirty (30) days after shipment and be accompanied by Seller's customary restocking charges. No returns of special order or custom Products without the written approval of Seller.
7. **CANCELLATION BY SELLER.** If Buyer fails to comply with any provision of this Agreement, Seller may, at its option, cancel any unshipped order of Products without waiver of its rights at law or equity.
8. **WORKING DRAWINGS.** Any proposals, prints, brochures, stencils, or other information furnished by Seller to Buyer are for Buyer's confidential use only, remain the property of the Seller, are not to be used to the detriment of Seller and shall be returned to Seller upon request by Seller.
9. **SPECIFICATIONS.** Seller will manufacture all Products in accordance with Buyer's supplied specifications. Seller is not responsible for Buyer's errors or omissions in information, specifications, written or verbal instructions, or Seller

modifications that are approved by Buyer. Buyer is responsible for any errors, omissions, or mistakes made by Buyer in approving specifications whether it be electronically or with physical parts.

10. **LIMITED WARRANTY: LIMITATION OF LIABILITY.** Seller warrants to Buyer that on the date of shipment, the Products shall conform to their Specifications and shall be free of material defects in workmanship and materials (unless such materials are provided by Buyer, in which event, Seller makes no warranty as to such materials), subject to the condition that Seller receive notice of claim within ninety (90) days from date of shipment. This warranty does not cover defects caused by alterations, accident, misuse, dirt, or other foreign substances. Seller, at its option and expense, will replace, F.O.B. Seller's factory, or refund the purchase price for, any defective Products that are returned to Seller with transportation charges prepaid and found to be defective by Seller. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND REGARDING THE PRODUCTS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. THE RIGHTS AND REMEDIES OF BUYER SET FORTH ABOVE SHALL BE ITS SOLE AND EXCLUSIVE RIGHTS AND REMEDIES FOR ANY CLAIM WHATSOEVER HERUNDER, AND ALL OTHER RIGHTS AND REMEDIES ARE EXPRESSLY WAIVED BY BUYER. IN NO EVENT, SHALL SELLER BE LIABLE FOR LOST PROFITS, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH ANY CLAIM HERUNDER OR FOR ANY CLAIM AGAINST BUYER BY ANY THIRD PARTY EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.
11. **BUYER RESPONSIBILITY.** Buyer agrees to indemnify and hold Seller harmless from all claims, damages, and costs, including attorney's fees, suffered or incurred by Seller as a result of any claim by any third party that Seller's manufacture of Products using Buyer's Specifications infringes such third party's trademarks, copyrights, or other intellectual property rights.
12. **FORCE MAJEURE.** Seller's performance under this Agreement will be excused to the extent it is delayed or prevented by casualty, labor strikes, material shortages, civil commotion, governmental orders, acts of terrorism, Buyer's failure to provide materials in a timely manner, if applicable, or any other reason beyond Seller's reasonable control.
13. **GENERAL.** This Agreement shall be governed by the laws of Wisconsin, without giving effect to its conflicts of laws principles, constitutes the complete agreement of the parties with respect to the subject matter hereof, may not be amended except by an instrument signed by the party to be bound thereby, shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns. Buyer may not assign this Agreement without the written permission of the Seller. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

The undersigned Applicant represents that all information on this Application is true and correct and agrees to comply with all terms and conditions stated in the "Terms and Conditions of Sale." The Applicant authorizes Laser Excel, LLC to obtain credit reports as to Applicant, or the owners of Applicant, and to otherwise verify financial information. This Application is to obtain commercial credit to be used for business purposes and not primarily for personal, family, or household purposes.

Date: _____

Signature: _____

Print Name: _____

Title: _____