GENERAL TERMS AND CONDITIONS FOR SALE OF GOODS

1. Applicability. These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") by the applicable seller ("Seller") identified or referenced on the applicable sales proposal, sales quotation, sales confirmation, order acknowledgement or other sales document issued by Seller (each, a "Sales Document") to the buyer named on the purchase order or similar purchase document to which the applicable Sales Document relates ("Buyer"). Notwithstanding anything herein to the contrary, if a Master Purchase Agreement or other agreement signed by both parties is in existence covering the sale of the Goods covered hereby (each a "Master Agreement"), the terms and conditions of said Master Agreement shall prevail to the extent they are inconsistent with these Terms. Subject to any Master Agreement, the applicable Sales Document and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement shall prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend the Agreement.

2. Delivery of Goods. The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the Buyer's facility or prearranged, designated location from which delivery is initiated (the "Designated Location") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods promptly after the Goods have arrived at the Designated Location. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Designated Location, and will unload and release all transportation equipment promptly so Seller incurs no demurrage, accessorial charge, or other expense. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. If Seller is unable to deliver the Goods at the Designated Location on such date because Buyer has not provided appropriate instructions, logistical support, documents, licenses or authorizations: (a) risk of loss to the Goods shall pass to Buyer; (b) the Goods shall be deemed to have been delivered; and (c) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).

3. Shipping Terms; Title and Risk of Loss. Unless otherwise specified in the Sales Document, delivery of the Goods shall be made Free on Board (FOB) Designated Location. Title and risk of loss pass to Buyer upon delivery of the Goods at the Designated Location.

4. Buyer's Acts or Omissions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Inspection and Rejection of Nonconforming Goods. Buyer shall inspect the Goods within 24 hours of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (a) product shipped is different than identified in Buyer's purchase order; or (b) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility as designated by Seller. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Seller's expense and risk of loss, the replaced Goods to the Designated Location. Buyer acknowledges and agrees that the remedies set forth in this Section 5 are Buyer's sole and exclusive remedies for the delivery of Nonconforming Goods.

6. Price. Buyer shall purchase the Goods from Seller at the price (the "Price") set forth in the Sales Document. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of

any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

7. Payment Terms. Unless otherwise specified in the Sales Document, Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice. Buyer shall make all payments hereunder in US dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods and stop Goods in transit if Buyer fails to pay any amounts when due hereunder. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

8. Warranty Statement. The Seller's limited warranty, if any, or other warranty statement, if any, applicable to the goods purchased under the applicable Sales Document (each such limited warranty and each such warranty statement, as applicable, a "Seller's Warranty Statement") is referenced in an applicable Sales Document. Buyer expressly acknowledges the Seller's Warranty Statement has been made available to Buyer (including through access via a website referenced or linked to in a Seller Document). The Seller's Warranty Statement is expressly incorporated herein by reference as if fully set forth here, including, without limitation, all limitations, disclaimers, warranty periods, notice requirements, exclusions and other terms and conditions of such Seller's Warranty Statement. EXCEPT FOR ANY LIMITED WARRANTY SET FORTH IN ANY APPLICABLE SELLER'S WARRANTY STATEMENT, SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE GOODS OR THE TRANSACTIONS INVOLVING OR RELATED TO THE PERFORMANCE OF THE AGREEMENT, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT, OR OTHERWISE.

9. Limitation of Liability. **TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

10. Compliance with Law. Each Party shall comply with all applicable laws, regulations, and ordinances with respect to their performance under this Agreement and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

11. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. The Seller maintains the right to terminate this Agreement at any time by providing written notice to the Buyer.

12. Change Order. The Buyer acknowledges that the Goods may be custom manufactured to the Buyer's specifications and not subject to restocking, and therefore the Agreement is not subject to cancellation by the Buyer after the Sales Document has been issued. Seller shall not be liable for changes requested with respect to any Goods or with respect to performance of the Agreement without a change order or other amendment to the Agreement signed by Buyer and Seller.

13. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section.

14. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic or declared public health emergency, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give prompt written notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

15. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

16. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

18. Governing Law; Venue. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin. All legal proceedings shall be instituted in the state or federal courts located in the State of Wisconsin (USA), and each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.

19. Indemnification. Buyer agrees to indemnify, defend, hold the Seller, its affiliates or subsidiaries of any level, and its or their respective successors, assigns, directors, officers, members, managers, employees, agents or representatives (the "Seller Indemnified Parties") harmless from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs ("Losses"), to the extent arising out of or related to any third-party claim alleging any: (a) breach of any representation or warranty of the Buyer contained in this Agreement; (b) breach or violation of any covenant or other obligation or duty of the Buyer under this Agreement; (c) failure of Buyer, its affiliates or subsidiaries of any level, and its or their respective employees, agents or representatives to comply with applicable law in connection with the performance of this Agreement; or (d) negligent or more culpable act or omission (including any reckless or willful misconduct) of

Buyer, its affiliates or subsidiaries of any level, and its or their respective employees, agents or representatives in connection with the performance of this Agreement.

20. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.

22. Amendment and Modification. This Agreement may only be amended or modified in a writing stating specifically that it amends the Agreement and is signed by an authorized representative of each party.