

**Admat Incorporated Sales
Standard Terms and Conditions**
Updated July 25, 2014

1. ACCEPTANCE: Admat, Inc.

("Seller") acknowledges the order of the addressee of this acknowledgment ("Buyer") and agrees to sell the goods and services described on the face hereof (the "Goods") to Buyer on the terms and conditions contained herein which shall represent the final agreement between Buyer and Seller, notwithstanding any inconsistent, contradictory or other and further conditions contained in Buyer's purchase order or other document furnished by Buyer in connection with its offer to purchase the Goods whether such document or documents are exchanged simultaneously with this Acknowledgment or prior or subsequent to the date hereof. Any additional or different terms or conditions which may appear in any communication from Buyer are hereby expressly rejected and shall not be effective or binding, unless specifically agreed to in writing by Seller and no such additional or different terms or conditions in any document submitted to Seller by Buyer shall become part of the contract between Buyer and Seller, unless such written acceptance by Seller specifically recognizes and assents to their inclusion. Such an agreement must be a unique and independent signed contract and not a term or condition as listed on a purchase order or work order. Any objection by Buyer to the terms and conditions hereof shall be ineffective unless Seller is advised in writing thereof within ten (10) days of the date of this Acknowledgment. Any machinery, equipment, materials, artwork, intellectual property rights, engravings, jigs, gauges, fixtures, molds, patterns dies, tools, and other supplies utilized by Seller in manufacturing the Goods shall remain Seller's exclusive property, unless otherwise specified in the quotation or agreed to in writing by Seller and Buyer.

2. SHIPMENT AND DELIVERY:

Buyer must explicitly state the method of shipment preferred. In the absence of shipping directions, Seller may use its discretion in shipping the Goods, including, without limitation, forwarding the Goods by U.P.S. and parcel post when packages are small. All shipments will be insured at Buyer's expense unless otherwise specified on the face hereof. Seller assumes no responsibility for valuing shipments. Buyer's receipt of any of the Goods delivered by Seller shall be an unqualified acceptance of, and a waiver by Buyer of any and all claims with respect to, such Goods on the earliest of the following to occur: (i) payment for the Goods; or (ii) failure

of Seller to receive notice in writing of shortages or defects in the Goods within ten (10) business days of their delivery to Buyer. Unless otherwise expressly specified to the contrary, Goods will be shipped as soon as possible. Shipping dates and estimated delivery dates are approximate and are based upon current availability of materials, present production schedules, and prompt receipt of all necessary information and are subject to adjustment due to any priorities necessitated by governmental orders or regulations, any delay on the part of Buyer in supplying necessary data or any changes therein at Buyer's insistence, and to delays caused by any reason beyond Seller's reasonable control. Any delay in delivery attributable to any of the aforementioned reasons shall extend the date of delivery hereunder by a period equal to the length of such delay. Seller shall be compensated for any and all costs and expenses occasioned by delays attributable to Buyer. EVERY REASONABLE EFFORT WILL BE MADE TO FILL ORDERS WITHIN THE TIME STATED, BUT UNDER NO CIRCUMSTANCES WILL SELLER BE RESPONSIBLE FOR OR BUYER ENTITLED TO CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR OWING TO ANY DELAYS IN DELIVERY WHATSOEVER.

3. REJECTION:

Buyer may not return any Goods without Seller's prior written authorization. Goods returned without permission will not be accepted for credit and will be returned to Buyer, F.O.B. Seller's plant. Any claim based on the receipt of damaged Goods must be filed with the carrier which delivered the Goods.

4. PAYMENT TERMS:

Terms of payment on all orders are subject to approval of Seller's credit department and, unless otherwise stated, are net thirty (30) days from the date of invoice without regard to the date of delivery of the Goods. Prices and deliveries are F.O.B. Seller's plant, unless otherwise stated, and risk of loss shall pass upon delivery of the Goods to the carrier. In the event Buyer fails to pay any amount due hereunder, Seller may, without liability to Buyer and without prejudice to Seller's other remedies, declare immediately due and payable all amounts due Seller, modify credit terms and other terms of payment and/or suspend or discontinue further production and shipment of Goods. Seller reserves the right to decline to make shipment whenever, for any reason, there is doubt as to Buyer's financial condition and Seller shall not in such event be liable for breach or nonperformance of contract in whole or in part. Notwithstanding any other provision of this Acknowledgment, the prices stated on the face hereof are valid for a period of ten (10) days after the date hereof and are subject to change without notice in the event of: (i) alterations in specifications, quantities, designs, or delivery schedules; (ii) increases in the cost of fuel, power, material, supplies, or labor; and/or (iii) foreign or domestic legislation enacted by

any level of government, including tax legislation which increases the costs of producing, warehousing, or selling the Goods. No discount will be allowed unless specifically set forth on the face hereof. Buyer agrees to pay all costs and attorneys' fees incurred by Seller in enforcing its rights hereunder. In the event any payment is not made when due, interest shall accrue at the rate of eighteen percent (18%) per annum or the highest rate permitted by law (whichever is less) on the unpaid balance calculated from the due date. Until the purchase price and all other sums due pursuant hereto are paid in full, Seller retains a security interest in the Goods and all proceeds of said Goods. Buyer shall execute financing statement(s) on request and irrevocably authorizes Seller to execute and file same.

5. WARRANTY:

SELLER WARRANTS THE GOODS AGAINST DEFECTS OF MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE FOR NINETY (90) DAYS FROM THE DATE OF SHIPMENT (THE "LIMITED WARRANTY"). THE PARTIES HERETO EXPRESSLY AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE, AT SELLER'S OPTION, FOR THE REPLACEMENT OF DEFECTIVE GOODS OR A REFUND OF THE PRICE PAID THEREFOR. THE FOREGOING LIMITED WARRANTY DOES NOT COVER LABOR OR OTHER COSTS OR EXPENSES TO REMOVE OR INSTALL ANY DEFECTIVE OR REPLACED GOODS OR COSTS ASSOCIATED WITH REPAIRS PERFORMED BY ANYONE OTHER THAN SELLER OR ONE OF SELLER'S AUTHORIZED AGENTS. NOTWITHSTANDING THE LIMITED WARRANTY, GOODS WHICH MAY BE SOLD BY SELLER THAT ARE NOT MANUFACTURED BY SELLER ARE NOT WARRANTED BY SELLER, BUT ARE SOLD ONLY WITH THE WARRANTIES, IF ANY, OF THE MANUFACTURER THEREOF. THE LIMITED WARRANTY EXTENDS ONLY TO THE ORIGINAL BUYER AND IS VOID IN CASES OF DAMAGE IN TRANSIT, NEGLIGENCE, ABUSE, ABNORMAL USAGE, MISUSE, ACCIDENTS OR IMPROPER MAINTENANCE. THE LIMITED WARRANTY DOES NOT COVER PARTS REPAIRED, MODIFIED OR ADJUSTED OUTSIDE OF SELLER'S FACILITIES. ANY UNAUTHORIZED REPAIR OR MODIFICATION OF THE GOODS VOIDS THE LIMITED WARRANTY.

THE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATIONS AS TO THE CAPACITY OR PERFORMANCE OF THE GOODS

SOLD HEREUNDER EXCEPT AS SET FORTH IN THE ACKNOWLEDGMENT'S SPECIFICATIONS, IF ANY, AND SUCH REPRESENTATIONS ARE EXPRESSLY CONDITIONED UPON THE CORRECTNESS OF THE DATA FURNISHED BY BUYER AND UPON THE GOODS BEING PROPERLY INSTALLED AND MAINTAINED. SELLER, IN ITS MANUFACTURE AND SALE OF THE GOODS, ASSUMES NO LIABILITY AS TO POSSIBLE INFRINGEMENT OF PATENTS BY VIRTUE OF THE USE OF SAID GOODS IN COMBINATION WITH OTHER PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON, OR LOSS OR DAMAGE TO PROPERTY (INCLUDING, WITHOUT LIMITATION, PROPERTY HANDLED OR PROCESSED BY THE USE OF THE GOODS) AND BUYER SHALL INDEMNIFY SELLER AGAINST ALL LIABILITY, LOSS, COST OR EXPENSE WHICH MAY BE SUSTAINED BY SELLER ON ACCOUNT OF ANY SUCH LOSS, DAMAGE OR INJURY. LIABILITY OF SELLER TO BUYER, IF ANY HEREUNDER, FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE OF THE GOODS SOLD WITH RESPECT TO WHICH ANY DAMAGES ARE CLAIMED.

6. TAXES:

Unless otherwise expressly stated in this Invoice, prices are exclusive of and Buyer shall pay Seller the amount of any sales, use or any other local, state or federal taxes which result from the sale or delivery of the Goods.

7. FORCE MAJEURE:

Seller shall not be liable for delays occasioned by causes beyond its control; provided, however, that if any such delay occurs, Seller shall have the option to cancel all or any part of the Goods requested hereunder.

8. MISCELLANEOUS:

Seller's failure to insist on the strict performance of any of the terms hereof, or to exercise any right or privilege hereunder, or Seller's waiver of any breach by Buyer hereof, shall not thereafter waive any such terms, conditions, rights or privileges that Seller may have hereunder. This Acknowledgment shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to the state's rules regarding conflict of laws. This Acknowledgment, and any documents referred to on the face hereof, constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior agreements, understandings and statements, whether oral or written, regarding such subject matter. No modification to, change in, or departure from, the provisions of this Acknowledgment shall be valid or binding on Seller, unless approved in writing by Seller. No course of dealing or usage of trade shall be applicable unless expressly incorporated into this Acknowledgment. Buyer may not assign this agreement or any of its rights hereunder without the prior written consent of Seller.