1. AGREEMENT. The contract of sale or a purchase order is from documentation on the reverse side or attached hereto together with these terms and conditions (“Contract”) constitutes the entire agreement between the parties hereto, except as modified in writing signed by both the Seller and Purchaser. The “Seller” is the party selling the Product to the Purchaser. The “Purchaser” is the party purchasing the Product from the Seller. This Contract may be modified or amended only in writing signed by both parties. No changes to the Contract. Any terms in a purchase order, irrespective of their materiality, which are different from or additional to these Pfiester Group Terms and Conditions, are objected to and are excluded unless the Seller expressly and distinctly agrees in writing to the terms of such purchase order or purchase order forms or to evidence agreed upon change orders shall not be construed as assent to Purchaser’s terms. All such terms and conditions are hereby expressly rejected. Seller’s breach or failure to perform the additional or conflicting terms does not operate as a waiver of any terms contained in this Contract. This Contract shall be binding upon Purchaser and Seller, and on their permitted successors and assigns. This Contract shall not be subject to any prior agreements or understandings, oral or written, unless reduced to writing and signed by both parties.

2. PRICE. Prices are subject to change without written notice. If a written order for a Product is placed by the Purchaser, the contract price is for the Product ordered and accepted by Seller. The contract price includes the costs of handling (including palletizing), taxes, duties, tariffs, customs or other fees or court costs arising out of and made necessary in collection of Purchaser’s obligation to Seller created by this Contract.

4. PAYMENT. Default unless otherwise stated is Net 30 days in U.S. funds. Specific terms of payment for this order shall be set forth on the reverse side of this Contract or identified and appended hereto. Purchaser agrees to make payment at Seller’s location specified in this Contract in lawful money of the United States. Purchaser further agrees to make all payments when due in accordance with the agreed terms of payment of this Contract without reference to Purchaser’s agreement with or payments by the owner and with no right of retention or set-off.

5. LATE PAYMENT, INTEREST & COSTS. Purchaser agrees to pay interest at 1 1/2% per month or the highest rate allowed by law, plus all other costs including, but not limited to, costs of collection or legal proceedings, on any undisputed invoice that is more than 30 days past due. Unless otherwise specified by Seller, invoices are payable in the currency and at the place of delivery.

8. SUSPENSION/TERMINATION RIGHT. Seller may suspend work and/or deliveries without liability to Purchaser under any outstanding purchase order if an undisputed invoice is more than ten (10) days past due. Seller may terminate this Contract if Purchaser is in default with respect to its obligations hereunder or if the Seller believes in good faith that Purchaser's failure to meet its obligations may result in the failure of Purchaser or its successors or assigns to meet these obligations. Purchaser may not assign this Contract as whole, parts of this Contract or any rights or obligations thereunder without Seller’s prior written approval.

12. INSPECTION AND TESTING. Seller’s standard specifications and tests apply to all orders. All charges for inspections shall be paid by Purchaser. In an instance of a reasonable failure of Seller to deliver quantities ordered, Seller will notify Purchaser within a reasonable time after becoming aware of any such failure. The Seller’s performance is contingent upon Purchaser timely fulfilling all of its obligations under this Contract. These obligations include the Purchaser supplying all documents and approvals needed for Seller to perform, including but not limited to technical information and data, drawing and documentation approval, if any, and all requirements of any contract, agreement or purchase order thereto, within ten days after it is asserted against Purchaser (provided that the failure to give Seller written notice of a claim shall relieve Seller of its obligations hereunder only if to the extent Seller is prejudiced thereby), and Seller having exclusive direction and control of the investigation, defense and settlement of such claim. In no event shall Seller be liable for Purchaser for any consequential or incidental damages whatsoever. This Article is an EXCLUSIVE STATEMENT OF SELLER’S DUTIES AND PURCHASER’S REMEDIES RELATING TO INTELLECTUAL PROPERTY RIGHTS, INCLUDING WITHOUT LIMITATION PATENTS, TRADE SECRETS AND TRADEMARKS.

21. WARRANTIES. Seller warrants title to each individual product sold under this Contract and further warrants for a period on one (1) year after delivery, but only to the extent and in the limit of the purchase price paid for such products, that the same shall be free from defects in material and workmanship, including but not limited to the following: (a) the defective product; (b) any non-Seller equipment or good with which Seller goods are being used; (c) the Product not having been subjected to accident (including but not limited to force majeure), alteration, abuse or misuse; and (d) any non-Seller equipment or good with which Seller goods are being used; or (e) Purchaser’s intellectual property.

25. LAW. The terms and conditions of this Contract are governed by the laws and regulations of North America. The Sole Jurisdiction for the Resolution of Disputes shall be in the federal or state Courts of the Northern District of Illinois, Eastern Division, or any other courts of competent jurisdiction in the State of Illinois. Any arbitration shall be governed by the American Arbitration Association. If the Purchaser breaches any of the provisions of this Contract, the Seller’s remedies and rights are hereby expressly reserved. Seller shall be one of the parties to and shall be entitled to enforce the provisions of the arbitration agreement in any such arbitration proceeding. The Governing Jurisdiction shall be the State of Illinois.

27. SEVERABILITY. Should any provision of this Contract be be or become invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. This Article is an EXCLUSIVE STATEMENT OF SELLER’S DUTIES AND PURCHASER’S REMEDIES RELATING TO INTELLECTUAL PROPERTY RIGHTS, INCLUDING WITHOUT LIMITATION PATENTS, TRADE SECRETS AND TRADEMARKS.