

## Order Confirmation Terms & Conditions

1. GENERAL
  - A. Acceptance will be deemed to exist if Purchaser acknowledges this contract (whether or not such acknowledgement contains other or different terms) or by Purchaser's acceptance of the product when delivered.
  - B. No amendment, modification, rescission, or waiver of this contract or any of its provisions, is valid unless expressly agreed to by Select Custom Solutions, LLC in writing.
  - C. All orders are accepted with the understanding that they are subject to Select Custom Solutions, LLC's ability to obtain the necessary raw materials. All orders, as well as shipments applicable thereto, are subject to Select Custom Solutions, LLC's current manufacturing schedule and government regulations, orders, directives, and restrictions that may be in effect from time to time.
  - D. Prices are subject to change without notice. Orders will be billed according to the price in effect at the time of delivery.
2. DELIVERY
  - A. The times stated for delivery are the approximate dates of shipment from Select Custom Solutions, LLC.
  - B. All deliveries are made F.O.B. Select Custom Solutions, LLC's facilities located in La Crosse, Wisconsin, unless otherwise provided on the Order Confirmation.
  - C. Risk of loss of, damage to, deterioration of, or destruction of the product passes to Purchaser upon delivery of the product to Select Custom Solutions, LLC's delivery docks or at the time the product is put into storage pursuant to this Section 2.
  - D. In the event that delivery of the product is delayed by causes within Purchaser's control or causes which affect Purchaser's ability to receive the product, Select Custom Solutions, LLC may store the product for Purchaser's account and risk at Purchaser's expense. Select Custom Solutions, LLC is not responsible for any deterioration of defects in the product caused by such storage.
3. PAYMENT
  - A. Terms of payment shall be set forth on the invoice. If Purchaser fails to pay any invoice or any portion thereof when due, Purchaser agrees to pay interest from the due date on the past-due amount at a rate of 18% per annum unless such interest rate may not lawfully be charged. In such case, interest will be charged at the maximum lawful rate.
  - B. Purchaser agrees to pay Select Custom Solutions, LLC. for all costs for the recovery of any past payment due under this contract, including actual attorney's fees, costs, and disbursements, in addition to any other relief to which Select Custom Solutions, LLC. may be entitled, regardless of whether suit was commenced.
4. TAXES AND OTHER COSTS
  - A. Sales, revenue, use, excise or similar tax or any other federal, state, local or foreign tax (including value added and consumption taxes) applicable to the sale of the product listed herein, and shipping and insurance costs shall be the responsibility of the Purchaser.
5. WARRANTY
  - A. No warranty or guarantee, expressed or implied, is made unless that same is specifically set forth in this contract or other documentation signed by Select Custom Solutions, LLC. However, in such case, such warranty or guarantee is limited by Section 6.
  - B. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
6. LIMITATION OF LIABILITY AND NOTICE
  - A. In the event of a breach of this contract or any warranty given in connection herewith, Select Custom Solutions, LLC. WILL NOT UNDER ANY CIRCUMSTANCES, BE LIABLE FOR DIRECT OR INDIRECT CONSEQUENT DAMAGES. INCLUDING LOST PROFITS, OR INCIDENTAL OR SPECIAL DAMAGES. However, Select Custom Solutions, LLC. will, at its sole option, either replace the product without charge or refund the purchase price, provided the Purchaser gives Select Custom Solutions, LLC. written notice that adequately describes the alleged defect within (5) days of Purchaser's receipt of product. In no event shall Select Custom Solutions, LLC's liability, whether under contract or warranty, in tort or otherwise, exceed the purchase price of the product.
  - B. Select Custom Solutions, LLC. shall have no liability whatsoever to Purchaser for a product unless Purchaser provides written notice to Select Custom Solutions, LLC. of any alleged defect in the product pursuant to Section 6.A. Failure to so notify Select Custom Solutions, LLC. will constitute final acceptance of the product and waiver of Purchaser's right to revoke acceptance.
  - C. Any action for breach of or this contract of any warranty given in connection herewith must be commenced within one (1) year after the cause of action has accrued.
  - D. The foregoing remedies are exclusive and in substitution for all other remedies to which Purchaser would otherwise be entitled.
7. INDEMNIFICATION
  - A. Purchaser shall indemnify Select Custom Solutions, LLC. against any and all losses, damages and expenses (including attorney's fees and other costs of defending any action) that Select Custom Solutions, LLC. may sustain or incur, directly or indirectly, as a result of any claim relating to or arising out of Purchaser's (or Purchaser's successors, assigns or customers) use of the product furnished hereunder whether as a result of the Purchaser's negligence, breach of implied or express warranty, strict liability, tort, or otherwise.
8. WAIVER
  - A. Waiver by Select Custom Solutions, LLC. or Purchaser of a breach of any provision hereof shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.
9. CANCELLATION
  - A. No order may be canceled except with the written consent of Select Custom Solutions, LLC. Select Custom Solutions, LLC. may unilaterally cancel any order or contract if it becomes aware of adverse credit information regarding the Purchaser or if Purchaser has unpaid or past due invoices.
10. SOLE AGREEMENT
  - A. These terms and conditions, and all exhibits or attachments, constitute the entire and final agreement between Select Custom Solutions, LLC. and purchaser ("Purchaser") for the sale of product to the exclusion of any prior or contemporaneous statements or writings.
  - B. Inconsistent or different language in the Purchase Order, Order Confirmation, or other documentation is not part of these terms and conditions unless expressly agreed to in writing by Select Custom Solutions, LLC.
11. FORCE MAJEURE
  - A. Select Custom Solutions, LLC. is not liable for any delay in the performance of orders or contracts, on in the delivery or shipment of goods, or for any loss or damage suffered by the Purchaser by reason or such delay where such delay is, directly or indirectly, caused by, or in any manner arising from fires, floods, severe weather conditions, accidents, civil unrests, acts of God, war, government interferences or embargoes, strikes, boycotts, labor difficulties, lockouts, shortage of labor, fuel, powder, materials, or supplies, inability to obtain shipping space, transportation delays, delays caused by Purchaser or any other cause or causes (whether or not similar in nature to any of these reasons specified above) beyond Select Custom Solutions, LLC.'s control or any cause which would excuse or suspend Select Custom Solutions, LLC.'s performance under the Wisconsin Uniform Commercial Code.
12. CONSENT TO JURISDICTION AND GOVERNING LAW
  - A. Purchaser hereby irrevocably submits to the nonexclusive jurisdiction of La Crosse County Circuit Court located in La Crosse, Wisconsin or the US District Court for the Western District of Wisconsin located in Madison, Wisconsin for the adjudication of any matter arising out of or relating to this contract. Purchaser hereby waives any objection to any action or proceeding in the aforementioned courts on the grounds of improper venue or any claim that said courts are inconvenient forums.
  - B. This contract shall be construed and interpreted according to the laws of the State of Wisconsin without reference to principles of conflict of laws.