

1. Offer, Governing Provisions and Cancellation. This writing is an offer by Techmaster, Inc. ("Seller") to sell the goods and/or services described herein to the party to which this form is addressed ("Buyer"), subject to the terms and conditions set forth on the face and reverse sides of this form. Acceptance is limited to said terms and conditions; and Seller hereby objects to any additional or different terms which may be contained in any of Buyer's purchase order, acknowledgment or other forms or correspondence. This offer expires thirty days from its date or upon prior written notice thereof to Buyer, unless goods or services are subsequently tendered by Seller and accepted by Buyer. These terms, when accepted by Buyer explicitly, by acceptance of goods or services or otherwise, shall constitute the entire agreement between Seller and Buyer on the subject hereof, superseding all prior oral or written communications and negotiations. **SELLER'S OFFER AND ANY AGREEMENT OF SALE RESULTING THEREFROM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN.** No order may be canceled or altered by Buyer except upon terms and conditions acceptable to Seller.

2. Prices; Payment; Security Interest. Unless provided otherwise on Seller's invoice, or unless Seller requires payment in advance, payment is due within 30 days after Buyer's receipt of Seller's invoice. Interest will be charged at the rate of 18% per year (but not more than the highest rate permitted by applicable law) on accounts more than 30 days past due.

The prices set forth in this offer are Seller's prices for such goods and/or services with (a) the exclusive Limited Express Warranty, as found in Section 7 below, and (b) the Exclusion of Consequential Damages and Disclaimer of Other Liabilities, as found in Section 9 below, enforceable against Buyer. If Buyer wishes Seller to provide a greater or additional warranty and/or to be liable for some or all of the matters excluded/disclaimed in Section 9, then Buyer must notify Seller before Buyer accepts (or is deemed to accept) this offer, in which event Seller will amend this offer to reflect higher sales prices reasonably compensating Seller for assuming that additional exposure. In the absence of such a notification, by accepting this offer Buyer is accepting such limitations and disclaimers/exclusions in exchange for the lower prices set forth herein.

Buyer hereby grants to Seller a security interest in the goods sold hereunder, until the Buyer has completed payment of the purchase price, plus accrued interest, and fully performed all of the other terms and conditions hereof, at which time the Seller's security interest is satisfied. Buyer agrees to execute and deliver such financing statements as Seller may reasonably consider appropriate to perfect its security interest. Seller may file this agreement as a financing statement.

3. Taxes and Other Charges. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller

and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event the Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefor.

4. Delivery, Claims and Force Majeure. Delivery of goods to a carrier at Seller's plant or other loading point shall constitute delivery to Buyer; and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by Buyer. Seller reserves the right to make delivery in installments, unless otherwise expressly agreed herein; all such installments are to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries.

Claims for shortages or other errors in delivery must be made in writing to Seller within 10 days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss or damage to goods in transit should be made to the carrier and not to Seller.

All delivery dates are approximate. Seller shall not be liable for any damage as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including but not limited to any act of God, act of Buyer, embargo or other governmental act, regulation or request, fire, flood, accident, strike, slowdown, war, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay the date of delivery shall be extended for a period equal to the time lost because of the delay and in the event Seller is unable to fulfill its total commitments, Buyer agrees to accept deliveries as and when allocated by Seller. Buyer's exclusive remedy for other delays and for Seller's inability to deliver for any reason shall be rescission of the contract arising out of this order.

5. Storage. If goods are not shipped within 15 days after notification to Buyer that they are ready for shipping, for any reason beyond Seller's reasonable control, including Buyer's failure to give shipping instructions, Seller may store such goods at Buyer's risk in a warehouse or yard or upon Seller's premises, and Buyer shall pay all handling, transportation and storage charges at the prevailing commercial rates upon submission of invoices therefor.

6. Changes. Seller may at any time furnish goods that include changes in design and construction of such goods as shall constitute an improvement in the judgment of Seller. Seller may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or nonavailability of materials from suppliers.

7. Limited Express Warranty. Seller warrants for a period of 60 days from the date of delivery of the goods to Buyer that the goods supplied hereunder conform with the description herein stated. If within such period any such good shall be proved to Seller's satisfaction not to conform to the

description herein stated, any such good shall be repaired or replaced at Seller's option. Such repair or replacement shall be Seller's sole obligation and Buyer's exclusive remedy hereunder and shall be conditioned upon Seller's receiving written notice of any alleged nonconformance with description within 10 days after its discovery and, at Seller's option, return of any such goods to Seller, F.O.B. its facility. This is Seller's warranty to commercial customers. Buyer is not authorized to extend to its customers any warranty on behalf of Seller other than that set forth in this Section 7.

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**

Seller is not the manufacturer of the goods described herein. Seller agrees to assign to Buyer any warranty, or the remainder of any such warranty, on such goods that Seller may have from the manufacturer. Buyer must submit any claim under any such warranty directly to the manufacturer. Seller is not liable, or otherwise responsible, for any replacement, repair, service or adjustment to be provided under, or pursuant to, any such manufacturer's warranty.

8. Returns. Goods may be returned to Seller only when Seller's written permission has been obtained by Buyer in advance. Returned goods must be securely packaged to reach Seller without damage; and any cost incurred by Seller to put goods in marketable condition will be charged to Buyer in addition to Seller's restocking charge.

9. Exclusion of Consequential Damages and Disclaimer of Other Liabilities. Seller's liability with respect to the goods and/or services sold hereunder shall be limited by the exclusive Limited Express Warranty provided in Section 7 hereof, and, with respect to other performance of the contract arising out of this offer, Seller's liability shall be limited to the contract price.

**SELLER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (a) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (b) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO GOODS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (c) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND CONTINGENT DAMAGES WHATSOEVER.**

Without limiting the generality of the foregoing, Seller specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of goods or any associated equipment, cost of capital, cost of substitute

goods, facilities or services, down-time, shut-down or slow-down costs, or for any other types of economic loss, and for claims of Buyer's customers or any third party for any such damages.

10. Individual Obligation. By executing this Agreement, the individual or individuals executing this Agreement on behalf of Buyer hereby jointly and severally guarantee payment of all indebtedness of Buyer arising under this Agreement, or otherwise in connection with services provided to Buyer by Seller, whether incurred before or after execution of this Agreement and whether or not Buyer is presently indebted to Seller. In the event that Buyer fails to pay any amount when due, such individual or individuals agree to pay such amount upon demand. This Section is intended to apply to any indebtedness or liability presently owing or hereafter incurred by Buyer, and any of Buyer's successors or assigns. In the event that Buyer terminates its business operations and transfers its business or assets to another entity in which such individual or individuals shall have a proprietary interest, such individual or individuals shall cause such other entity to assume all of Buyer's indebtedness to Seller. Further, such individual or individuals hereby jointly and severally guarantee payment of all indebtedness from such other entity to Seller.

11. Jurisdiction and Venue. Seller and Buyer agree that all disputes arising out of or relating to this agreement and any proceeding to enforce any provision of, or based on any right arising out of, this agreement shall be brought in the state or federal courts located in Wisconsin. Each of the parties consents to the exclusive jurisdiction of such courts in any such action or proceeding and waives any objection to venue, including any defense of inconvenient forum.