



Allis Roller LLC

5801 W Franklin Dr
Franklin, WI 53132

Phone: 414.423.9000

Fax: 414.423.9216

<http://www.allis-roller.com>

Supplier Purchase Orders- Terms & Conditions

These Terms and Conditions set forth the arrangement under which the Supplier shall supply to Allis Roller, LLC (Allis) raw materials, parts, components, services (hereinafter collectively referred to as "Products").

1. Acceptance of this Purchase Order is conditional on Supplier's acceptance of these terms and conditions, which are final. Each shipment made by the Supplier shall be deemed to be only upon these terms and conditions notwithstanding any additional or different terms and conditions that may be contained in any acknowledgement, confirmation, invoice, or other form of the Supplier and notwithstanding Allis's act of accepting or paying for any shipment or similar act. This Purchase Order and these Terms and Conditions cannot be modified, altered, or rescinded except in writing and signed by both parties.
2. Upon acceptance of this Allis Purchase Order, Supplier will acknowledge acceptance electronically or in writing giving a definite shipping date. If after acknowledgement of this Purchase Order the Supplier finds that the Products cannot be delivered within the term specified in the Purchase Order, the Supplier will promptly notify Allis and advise Allis of the revised delivery date. Allis shall have the option of terminating the Purchase Order without obligation for payment or of accepting the revised delivery date. If acknowledgement is not given to Allis within a reasonable time, the Purchase Order or any part hereof may, at Allis's option, be canceled. Regardless, a contract exists on the earlier of the signed acknowledgement by Supplier, commencement of performance, or shipment according to schedule of all or any portion of the Products covered by the Purchase Order.
3. Supplier will mail invoice with original bill of lading or proof of shipment attached. Supplier will include its cash discount terms on invoice. When invoices are not mailed on date of invoice or shipment, discount period will be calculated from date invoice is received at Allis's office. If bill of lading or proof of shipment does not accompany invoice, Allis will pay invoice and take discount on date material is received at its plant even if the regular discount period is past. Packing slip is to be included in all shipments by Supplier. Allis's count will be accepted as final on all shipments not accompanied by a packing slip. Any applicable sales, use, or federal excise taxes will be shown separately on the invoice. Allis will not pay any additional taxes unless specifically agreed to in writing.
4. The price to be paid by Allis shall be either that stated on this Purchase Order, or the lowest prevailing net price now given to any other customer under similar conditions and in similar quantities. This Purchase Order must not be filled at prices higher than those last quoted or charged unless agreed to by Allis in writing. If no price is specified, the price is to be the price of the last delivery.
5. All risks connected to the ownership or control of the goods delivered hereunder are Supplier's until the goods are actually delivered to the Allis's specified destination and accepted by Allis.
6. Supplier will not over ship (other than standard market procedures) without Allis's permission.
7. Allis reserves the right to cancel this Purchase Order or any portion thereof if materials furnished do not conform to its specifications or if an unfilled portion of the Purchase Order has not been shipped strictly in accordance with Allis's shipping instructions.
8. The repetitive use of this Purchase Order number is solely for the convenience of the parties. It does not constitute an order for quantities other than those appearing on this Purchase Order. If Allis wishes to place additional quantities on hold or reserve, a separate Purchase Order will be issued to that effect. Allis objects to the prior or subsequent inclusion of any different or additional terms proposed by Supplier in any quotation, proposal, acknowledgment, invoice, or other form whatsoever. Allis assumes no liability for fabrication in excess of authorization released unless prior approval has been obtained in writing.
9. Each shipment of material is subject to inspection on arrival before payment or acceptance. Material rejected as not conforming to this Purchase Order or because of inferior quality or workmanship may be



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returned to Supplier with charges on transportation both ways, and is not to be replaced except on specific instruction from Allis.

10. Supplier warrants that its goods shall be free of any claims of patent or trademark infringement and agrees to defend, protect, and save harmless Allis, and the users of the Products from all damage, claims, and demands for actual or alleged infringements of the United States or foreign letters patent and trademarks by reason of the use of the Products hereby ordered.
11. Supplier warrants that its title to the goods sold is free and clear of any security interests, liens, or encumbrances. Supplier further warrants that all articles, materials, and work covered by this Purchase Order will conform to any specifications, drawings, samples or other descriptions however furnished to or adopted by Allis and will be of good material and workmanship and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Allis. Supplier also warrants that all Products delivered shall be merchantable and fit for their intended purpose.
12. At its own expense, Supplier agrees to defend, protect, and hold harmless Allis and the users of the Products from all liability of any kind and nature whatsoever arising from claims or actions as a result of property damage, bodily injury, or death, proximately caused by defects in materials or articles hereby ordered.
13. All blue prints, drawings, designs, tools, patterns, or special equipment paid for or supplied by Allis shall remain the property of Allis and shall not be copied, exhibited, or used in the manufacture of parts for a third party without written consent of Allis. Supplier shall not have or acquire any title to or interest in any of the above property.
14. Supplier hereby guarantees that all goods called for on this Purchase Order will be produced in compliance with all applicable Federal, State and local laws including the requirements for Fair Labor Standards Act of 1938 as amended.
15. The acceptance of the Purchase Order thereof shall constitute a contract made in the State of Wisconsin and shall be governed by the applicable laws thereof as of the date of this Purchase Order without regard to principles of conflicts of laws.
16. As a requirement of this Purchase Order and the Federal OSHA Hazard Communication Standard, Supplier will provide to Allis a Material Safety Data Sheet (MSDS) that meets all the requirements of the OSHA standard for the goods purchased. Supplier also represents to Buyer that every product delivered is labeled in compliance with all applicable laws and regulations.
17. In addition to any right of setoff provided by law, all amount due Supplier under this or any other Purchase Order or contract shall be considered net of Supplier's indebtedness or obligation to Allis; and Allis may deduct any amounts due or to become due from Supplier and its subsidiaries and affiliates from any sums due or to become due from Allis.
18. Allis may terminate all or a portion of this Purchase Order without causes and at its convenience. Upon such termination, Allis shall pay to Supplier the following amounts without duplication: (a) the order price for the goods that have been completed in accordance with the Purchase Order; and (b) the actual direct costs of and the proportionate profit allocable to goods-in-process, raw material committed and services rendered as of the date of termination, but only to the extent such cost and profits are reasonable in amount and otherwise proper under generally accepted accounting principles, and less, however, the reasonable value of any goods-in-process or materials otherwise used or sold by Supplier with Allis's consent and any undelivered goods or raw materials which are in Supplier's standard stock or which are readily marketable. IN NO EVENT WILL ATM BE LIABLE TO SUPPLIER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, OR DATA WHETHER IN AN AC IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. EACH PARTY WILL, HOWEVER, BE LIABLE FOR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.



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19. If the face of this Purchase Order identifies a government prime contract, the following clauses are hereby incorporated by reference: EEO (Executive Order 11246), 48 CFT 52.222-26; Affirmative Action for Special Disabled and Vietnam Area Veterans (38 USC 4212 (a), 48CFR 52.222-35; Affirmative Action for Handicapped Workers (29 USC 793), 48CFR 52.222-26. Copies of these clauses are available upon request.
20. All drawings, prints, and other documents provided as part of the Purchase Order are Allis's proprietary and confidential property and shall be held in confidence by Supplier and shall be disclosed only to those of its employees or authorized representatives who require access in the performance of their duties to Allis. The identity of Allis's customer, if revealed, and the nature of its business, shall remain confidential. Supplier will exercise reasonable care in the safeguarding of such confidential information. Supplier acknowledges that disclosure of the above information may cause irreparable injury to Allis and agrees that, upon disclosure in violation of these Terms and Conditions, Allis is entitled to injunctive relief and the reimbursement of its reasonable attorneys' fees and costs related to the action.
21. A waiver of a breach of any term will not be construed as a waiver of any succeeding breach of that term or as a waiver of the term itself. No failure or delay by either party shall constitute subsequent waiver of that provision or right, nor shall it be a waiver of any of the other terms and conditions.
22. On termination of this Purchase Order, for any reason, all warranty, infringement, confidentiality and liability obligations and limitations and those terms which by their nature are intended to survive, will survive. Termination will not prejudice either party to require performance of any obligation due at the time of termination.
23. Allis and Supplier are contractors independent of one another. Nothing in this Purchase Order is intended to or will constitute either party as an agent, legal representative, or partner of the other for any purpose.
24. Allis and Allis customers reserve the right to verify product at Suppliers premises.

Rev. Nov. 2017