



Allis Roller LLC
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Terms and Conditions of Sale

Definitions. The term "Buyer" as used herein shall mean the individual, firm, partnership, corporation, limited liability company or entity to whom Seller's sales order or order confirmation is addressed. The term "Seller" as used herein shall mean Allis Roller, LLC.

1. **Complete Contract.** This sales order or order confirmation contains the complete agreement between Buyer and Seller with respect to the subject matter hereof, and no course of dealing or usage of trade or actual course of performance shall be relevant to explain or supplement any term used herein, and all different terms and conditions proposed by Buyer are hereby expressly rejected. Any other oral agreement between the parties with respect to the subject matter hereof shall be null and void. If Buyer shall use its own purchase order or other form to order from Seller, such form shall be used for convenience only and shall evidence Buyer's unconditional agreement to these terms and conditions. Any additional terms or conditions contained therein are objected to by Seller. Seller's failure to object to specific provisions contained in Buyer's orders or other communications shall not be deemed a waiver of the terms and conditions herein. Agreement to these terms and conditions can be made by any commercially reasonable means, including Buyer's return of a duplicate copy of this sales order or Buyer's acceptance of goods covered herein. Acceptance by Buyer of goods covered herein shall conclusively be deemed Buyer's acceptance of the terms and conditions on the front and back of this sales order. No additional or other terms shall be binding upon Seller unless accepted in a writing signed by Seller.
2. **Limited Warranty.** Seller warrants, for a period of 30 days from the date of delivery to Buyer (the "Warranty Period") that the goods delivered hereunder are free from defects in material and workmanship under normal conditions of use and service. Seller's sole obligation under this warranty, and Buyer's exclusive remedy, shall be, at Seller's option, to either repair or replace the nonconforming goods without cost to Buyer. Seller shall not be obligated to repair or replace any goods unless Buyer notifies Seller of the defect during the Warranty Period or if the goods or any part thereof have been misused, abused or damaged (including damages by accident, fire or other casualty), used or installed contrary to Seller's instructions or modified or repaired without Seller's express written authorization. Repair or replacement pursuant to this warranty shall not renew or extend the Warranty Period, but any repaired or replaced goods shall be warranted for the balance of the original Warranty Period or 30 days, whichever is longer. Repair or replacement on the terms provided above shall be Buyer's sole remedy for any nonconforming goods delivered hereunder. In no case shall Seller be responsible for, nor shall Buyer make any claim against Seller for, any incidental, special or consequential damages or for any other loss or relief not expressly provided for herein.
3. **Warranty Disclaimer.** EXCEPT AS PROVIDED IN SECTION 2 HEREOF, SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **Limitation of Liability.** EXCEPT AS PROVIDED IN SECTION 2 HEREOF, SELLER'S LIABILITY TO BUYER IN CONNECTION WITH THE GOODS PURCHASED SHALL BE LIMITED TO SELLER'S INVOICED PRICE FOR THE GOODS PURCHASED AND PAID FOR BY BUYER. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR DAMAGES RELATING TO DIMINUTION OR DEPRECIATION IN VALUE, DELAY OR IDLE TIME FOR LABOR AND EQUIPMENT, OR LOSS OF SALES, CONTRACTS, BUSINESS, PROFITS,

REVENUES, PRODUCTION, SAVINGS, DATA, OPPORTUNITY, USE, REPUTATION, OR GOODWILL, EVEN IF THE REMEDIES PROVIDED FOR HEREIN FAIL FOR THEIR ESSENTIAL PURPOSE AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING DAMAGES OR ANY OF THE FOREGOING DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

5. Prices. The prices stated herein are F.O.B. Seller's plant and are based on the quantities specified for delivery in a single lot unless otherwise agreed to by Seller in writing. Such prices are subject to increase by Seller for (i) any order change made by Buyer and approved by Seller, and (ii) with respect to multiple orders pursuant to a single purchase order, any order confirmed after a general price increase made by Seller.
6. Payment. Payment terms are net thirty (30) days after shipment unless otherwise stated on Seller's invoice. Outstanding balances not paid when due shall be subject to a late charge accruing from the date of Seller's invoice at the rate of the lower of eighteen percent (18%) per annum or the maximum interest allowable under applicable state law on any late payments due hereunder. Failure to timely pay any Seller invoice shall cause all subsequent invoices to become immediately due and payable.
7. Taxes and Fees. Prices stated herein do not include any taxes, charges, assessments or duties, and the amount of any thereof which Seller is required to pay or collect shall be invoiced to Buyer. Buyer shall be responsible for and pay all such taxes, charges, assessments and duties arising by reason of this order. Buyer shall also pay any collection fees and reasonable attorneys' fees incurred by Seller in collecting payment of the purchase price and any other amounts for which Buyer is liable under the terms and conditions hereof.
8. Shipment; Risk Of Loss; Title. Unless otherwise agreed to in writing by the parties, deliveries of the goods shall be F.O.B. Seller's plant. Seller shall use its best efforts to place the goods in the possession of a carrier and to make a contract for their transportation as may be reasonable, having regard for the nature of the goods and generally accepted commercial standards. Buyer shall be responsible for and pay all expenses paid or incurred by Seller in delivering the goods. Buyer shall be responsible for insuring the goods during shipment. Risk of loss of the goods shall pass to Buyer at the time the goods are tendered to such carrier.
9. Cancellation; Modification; Suspension. Cancellation, modification, suspension or delay in shipment of Buyer's order shall not be accepted on terms which will not fully indemnify and reimburse Seller against loss; such indemnity to include recovery of all direct costs incurred, including normal indirect and overhead charges and a normal profit.
10. Credit Approval. Shipments, deliveries and performances of work shall at all times be subject to the approval of Seller's credit department. Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment in advance or upon such other payment terms as are acceptable to Seller's credit department.
11. Force Majeure. Seller shall not be liable for any delay in performance or nonperformance on the part of Seller, directly or indirectly caused by fire, explosion, accidents, flood, labor trouble or shortage, war, terrorism, act or regulation of any government, inability to obtain suitable material, equipment, fuel, power or transportation, act of God, or any other happenings or causes beyond the control of Seller. Quantities so affected by any such circumstances may be reduced by Seller without liability, but this sales order shall otherwise remain unaffected.
12. Waiver. The failure of Seller to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this sales order, or to exercise any right herein, shall not be construed as a waiver or relinquishment of any other terms or conditions of this sales order nor of the future performance of any term, covenant or condition or the future exercise of any rights herein.
13. Assignment. Buyer shall not assign its right under this sales order or any interest herein without Seller's prior written consent. Any assignment without such consent shall be void and have no force and effect. Seller, in its sole discretion, may subcontract or delegate any of its rights and obligations hereunder to any other party, without the prior written consent of Buyer.
14. Set Off. Seller may set off any amount due from Buyer, whether or not under this sales order, against any amount which may become due to Buyer hereunder.
15. Controlling Law; Jurisdiction. This transaction shall be governed by, and this sales order shall be construed and enforced in accordance with the laws of Wisconsin without regard to any conflicts of laws principles. Any and all legal actions or proceedings shall be brought only in the courts of the State of Wisconsin.

16. General. The rights and remedies of Seller herein shall be cumulative and in addition to all of Seller's other rights in law or equity. The titles of the sections set forth herein are for convenience only and shall not be applied to limit or restrict the meanings herein. Any provision herein prohibited by law, regulation or ordinance shall be ineffective to the extent of the prohibition without invalidating the remaining provisions herein

Rev. Oct. 2018