

TERMS AND CONDITIONS OF SALE

A customer (Buyer) ordering material or services from us is the initiating party to this sale and, as a condition of the sale, accepts Seller's offer to sell and terms for business contained herein. No terms or conditions other than those stated herein, whether contained in Buyer's purchase order or shipping release, or elsewhere (whether dated before or after this document), and no written or oral agreement that purports to vary these terms and conditions shall be binding upon Seller unless hereby fully set out in a separate writing and signed by the Seller. The entire contract between Buyer and Seller is set out in this writing and it is the final, complete, and exclusive statement of the terms of that agreement. Purchase Price - Order is accepted at prices prevailing on date of shipment, f.o.b. factory, and seller's payment terms.

Events of Default - Purchaser shall be in default under this purchase agreement in the event purchaser shall fail to pay any or all of the purchase price when due or fails to pay the purchase price together with accrued interest upon demand of Seller.

Remedies in the Event of Default - Upon the occurrence of default, Seller, may at its option, declare the full amount of the purchase price together with accrued finance charges immediately due and payable. Purchaser agrees to pay all costs of collection, including reasonable attorney's fees and legal expenses, incurred by the Seller in collecting or attempting to collect the unpaid purchase price and all other applicable charges.

Return of Goods - No goods may be returned without specific authorization in writing from Seller. All claims must be made within 15 days after receipt of goods. Notice of non-compliance or defect must be given by the Buyer to Seller within 15 days after delivery to Buyer. In the event the Buyer fails to give notice within the specified period, the Seller will be relieved of any and all liability hereunder and Buyer agrees to accept such goods as is. Returned goods are subject to a restocking charge. They must be securely packed to prevent damage and returned by prepaid transportation. These terms and conditions of sale shall be interpreted according to the laws of the State of Minnesota.

LIMITED WARRANTY

Seller expressly warrants to its immediate Buyer for a period of one year that all products manufactured or sold by it are free of defects due to material or workmanship. Seller's liability under this warranty shall be limited to and fully discharged by replacement of such products without charge or, at the seller's option, reimbursement of buyer up to the amount of the purchase price. This warranty is in lieu of all other warranties, expressed or implied, including any warranty of merchantability or fitness for purpose, whether arising by law, custom or conduct, and no warranty is made which extends beyond the face hereof.

The foregoing rights and remedies are exclusive and in lieu of any other rights or remedies whatsoever, whether statutory or otherwise and whether based on a contract, tort, or any other theory, in no event shall seller be liable for any labor claims or any other special, direct, indirect, incidental or consequential damages to anyone.

CAUTION

Products with conductive casters or products containing electrical conductive material:

As oil is injurious to compounds and impairs the electrical conductivity of these products, contact with oil should be avoided.

Resistance of electrostatic conductive rubber tread compounds may increase with age, service and contact with lubricants. Some waxes, polishes and cleaning materials used for floor maintenance may adversely affect the resistance of the material. Since the manufacturer has no control over these conditions, no guarantee of the continuing level of conductivity is made. It is recommended that the resistance of the conductive assembly be initially tested, prior to use, and thereafter tested routinely at intervals of not more than one month, as a check on resistance value.