



7700 Setzler Parkway North, Brooklyn Park MN 55445

TERMS AND CONDITIONS OF ACCEPTANCE

Acceptance: Each order is expressly limited to and made conditional upon the terms and conditions contained herein, and any of the buyer(s) terms and conditions which are in addition to or different from those contained herein which are not separately agreed to in writing (except additional provisions specifying quantity, character of the products ordered, and in shipping instructions) are hereby objected to and shall be of no effect. Objection to any terms and conditions contained herein shall be deemed to have been waived if written notice of such objection is not received by seller within 10 days of the date of each order. Buyer will in any event be deemed to have assented to all terms and conditions contained herein if any part of the products described herein is accepted. Notwithstanding anything to the contrary contained herein, seller's acceptance is at all times subject to future availability of the products covered by each order.

End Use: Determination of the suitability of the Products described on the face hereof for the use contemplated by Buyer or Buyer's customers is the sole responsibility of Buyer or Buyer's customers, whichever the case may be, and Seller shall have no responsibility in connection therewith. Buyer assumes all risk and liability for loss, damage or injury to property of Buyer or others, and injury to third persons or personnel of Buyer, arising out of the use or possession of the Products furnished hereunder.

Limited Warranty: (a) Seller warrants only that the Products supplied hereunder shall meet and conform to the description(s) or specification(s) stated, or referred to, herein for such material and not to any other description(s) or specification(s) unless the same is submitted in writing by Buyer and agreed to in writing by Seller; (b) THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WRITTEN, OR UNWRITTEN, EXPRESS OR IMPLIED, WARRANTIES AND SELLER HEREBY DISCLAIMS ANY OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES AS TO THE QUALITY OF ANY GOODS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, SUPPLIED HEREUNDER; (c) Buyer shall notify Seller promptly in writing of any claim of breach of warranty and shall provide Seller with the opportunity to inspect and verify each Product claimed to be defective.

Buyer's Remedies, Notice and Limitations: Buyer's exclusive remedy and Seller's sole liability hereunder is expressly limited to (I) replacement of the Products shown to be other than as warranted, or (II) refund of the purchase price to the original Buyer, at Seller's option. Buyer shall have no right to cover by procuring substitute Products. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LABOR CLAIMS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR FOR ANY CLAIM OR DEMAND AGAINST BUYER BY ANY OTHER PARTY, WHETHER BASED UPON LOST GOODWILL, LOST RESALE PROFITS, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS OR OTHERWISE AND WHETHER ARISING OUT OF OR UNDER BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE APPLICABLE LAW REQUIRES SUCH LIABILITY. Seller's liability for damages under this contract shall in no event exceed the purchase price. Such refund or replacement under this contract is conditional on Buyer giving Seller written notice within sixty (60) days from the date of shipment by Seller, that such Products are other than as warranted. Failure by Buyer to give such notice within the sixty (60) days' period shall constitute an irrevocable acceptance of the Products and an admission that they fully comply with all terms, conditions, warranties, and specifications of this contract. ANY ACTION CONCERNING THIS CONTRACT SHALL BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

Change and Terminations for Convenience: Modifications other than as set forth in this contract may only be made by a writing signed by both parties. If Buyer issues a change order causing a delivery delay, Buyer shall be subject to a five percent (5%) charge based upon the list price of the affected Products. If Buyer desires to terminate this contract, Buyer may do so only after accepting for delivery the quantity previously scheduled for the following twelve (12) week period. Such quantities shall be calculated, based upon maximum quantities requested during the previous sixty (60) day period. Buyer shall obtain approval from Seller prior to implementation of a quantity scheduled modification.

Validity of Contract: If any provision(s) of this contract shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provision(s) shall not in any way be affected or impaired thereby.

Billing Requirements: In the event we receive payment within ten (10) days from the date we send you a bill, a one percent (1%) discount will be allowed. In all other cases, invoices must be fully paid within twenty (20) days from the date we send you a bill. In the event invoices are not paid when due, a service charge may be imposed on the unpaid balance of any past due amount (an amount for which payment has not been received within twenty (20) days of the invoice date). The charge is 18 percent (18%) per month.

Entire Contract and Headings: The above terms and conditions represent the entire contract between Seller and Buyer with respect to the sale of Products supplied hereunder and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. Headings to paragraphs have been included for convenience only and shall not affect the interpretation or construction of this contract.