

TERMS AND CONDITIONS OF SALE BY D&H INDUSTRIES, INC.

1. ACCEPTANCE OF ORDER. Any Order, including customer purchase orders and any exhibits or attachments thereto, for products or services is subject to a product Quote issued by D&H Industries, Inc. (hereinafter D&H) and is not binding unless and until an Acceptance (Order Acknowledgement) shall be sent to Customer via email by D&H customer service. These Terms and Conditions of Sale, together with the D&H Quote and Acceptance, are the exclusive agreement between the parties for the sale of goods, materials and/or equipment ("Products"). Should D&H and the Customer execute an independent agreement covering the scope of work, the independent agreement shall prevail should any conflict in terms arise only if the independent agreement executed by D&H expressly states that its terms shall prevail.

2. ALTERATIONS OR CANCELLATION. Any order altered or modified by Customer will require resubmission to D&H for acceptance. Upon cancellation of an order, all work in connection therewith will cease within a reasonable time upon receipt of such cancellation request. Customer herein agrees to pay D&H for all costs, expenses, and losses, including all work in process and for any raw materials or supplies used for such work. In such a situation, D&H will provide an invoice for such work on any cancelled order and such will be handled as set forth in section 7 below.

3. PRICE. The price quoted for Products are based on the information, print submitted, and cost of materials as of the date of the price quotation. The Customer hereby understands and agrees that any quoted price is subject to adjustment to reflect any increase in costs of materials assessed subsequent to such a quotation date.

4. LEAD TIME. All quoted lead times are approximate and will depend upon prompt receipt by D&H from Customer of an order, all necessary blueprints, and all other information necessary to permit product manufacture, including all needed dimensional drawings, all 3-dimensional models, all product specifications, and all other like information. The exact delivery date of the manufactured product(s) will be provided by D&H upon the date of acceptance of the order.

5. DELIVERY DATES.

(a) D&H may reschedule without charge, any Products to be delivered under any purchase order up to 2 business days prior to shipment by providing Customer with notice of such rescheduling electronically, by facsimile or by email, delaying the delivery date under any purchase order for up to sixty (60) days. There shall be no limit on the number of rescheduled purchases provided that each purchase order may not be rescheduled more than twice.

(d) If D&H is unable to deliver Product on the rescheduled delivery date as provided for above, Customer may: (i) negotiate a new Delivery Date and reschedule the purchase order; or (ii) cancel the purchase order without Customer or D&H liability.

6. QUANTITY. D&H reserves the right on every order to deliver +/-10% of the quantity stated in the order for any quantity between 1 piece and 49 pieces, and +/- 5% of the quantity stated in the order for any quantity of 50 pieces or higher.

7. TERMS OF PAYMENT. Terms of payment are Net 30 days. Charge of two (2) percent per month will be assessed and added for all past due invoices. Customer agrees to pay all costs and expenses of collection, including reasonable attorneys' fees.

8. F.O.B. ORIGIN. All sales are F.O.B. origin and Customers may provide D&H with a preferred carrier with the order. Otherwise, D&H shall use a carrier of its choice, and Customer will be invoiced and shall pay such a shipment fee to D&H.

9. WARRANTY. D&H WARRANTS THAT EACH PRODUCT SHALL BE IN FULL CONFORMITY WITH THE CUSTOMER'S DRAWINGS AND AGREED UPON SPECIFICATIONS, SHALL BE FREE FROM DEFECTS IN WORKMANSHIP, AND, IN THE CASE THAT THE MATERIAL CUSTOMER IS CHOSEN BY D&H, ALSO FREE FROM DEFECTS IN MATERIAL. ANY WARRANTY OF FITNESS FOR A SPECIFIC PURPOSE IS EXPRESSLY DISCLAIMED. If any Products supplied by D&H is defective in material or workmanship, Customer shall notify D&H immediately by requesting a Return Good Authorization (RGA) within thirty (30) days of date of delivery of the Product(s). Returns will not be accepted for full credit without such a timely RGA. Such an RGA must include the following information: a) the reason for return, b) the Part Number, c) the Lot Number, and d) the quantity of Products returned. D&H shall repair or replace any defective Products without cost to Customer or, at D&H's option, to credit or repay the purchase price upon return of the defective Products. It is Customer's responsibility to inspect any and all delivered Products upon receipt and agrees that the failure to timely provide a RGA regarding any and all defective Products will serve as a waiver by Customer of any claims for defects and D&H thus will not be required to honor any such late claims nor will D&H be liable for any damages caused thereby to Customer or any other party.

10. CUSTOMER'S INDEMNIFICATION. Customer shall indemnify, defend and hold harmless D&H and its shareholders, directors, officers, employees, agents and representative, from any and all losses directly or indirectly arising out of, resulting from or in any way connected with (i) any breach by Customer of the terms of any sale, Order, or Contract; (ii) any non-compliance with laws, ordinances, rules or regulations applicable to Customer's obligations under any sale, Order, or Contract; (iii) any governmental, regulatory or other proceedings to the extent any such proceedings result from Customer's acts or omissions in transporting, marketing, distributing and selling the Products; (iv) any recall or return of the Products initiated by Customer, whether voluntarily or by order of any court or other duly empowered governmental or regulatory office, to the extent that Customer's acts or omissions in the transportation, marketing, distribution or sale of the Products are responsible for such recall; or (v) any claim that proprietary rights owned by Customer infringe upon or violate any patent, trademark, copyright, trade secret or other proprietary rights of any third party.

11. LIMITATION OF LIABILITY. D&H shall not be liable to Customer or any third party for any amounts representing loss profits, loss of business or indirect, consequential, special, incidental or punitive damages, whether or not foreseeable, or whether or not Customer has advised D&H of the possibility of same.

12. TAXES. Any Sales Taxes, Duties, and/or Custom fees shall be paid by Customer in addition to any prices invoiced. In the event D&H is required to pay any such taxes, duties, and or custom fees, Customer shall be invoiced for such payments and such invoice shall be handled as set forth in section 6 above.

13. MANUFACTURING. D&H reserves the right to subcontract any work to be performed under any order without any authorization from Customer.

14. FORCE MAJEURE. Either party shall not be liable to the other party for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by riot, civil commotions, wars, hostilities between nations, embargoes, actions by the government or any agency thereof, storms, fires, accidents, strikes, sabotages, explosions, labor disputes, unavailability of or delays in procuring materials or supplier or other similar or different contingencies beyond the reasonable control of the respective Party.

15. GOVERNING LAW. All sales, orders, and any exhibits and or attachments thereto, or contracts will be governed by and construed in accordance with the internal laws of the State of Wisconsin, United

States, without any consideration of its conflicts of laws rules, including, without limitation, the Uniform Commercial Code as adopted in Wisconsin. The parties agree that all claims and disputes, including lawsuits and arbitration, arising out of the matters set forth in any sale, Order, or Contract shall be brought, litigated, and or adjudicated in the courts of the State of Wisconsin for Ozaukee County, or the federal court for the Eastern District of Wisconsin. NEITHER THIS CONTRACT NOR ANY SALE OR ORDER FOR ANY PRODUCTS BY D&H SHALL BE GOVERNED BY THE PROVISIONS OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, AND THE PARTIES HEREBY DISCLAIM APPLICATION THEREOF.

16. INTERPRETATION. These Terms and Conditions of Sale, together with the D&H Quote and Acceptance, are intended as the final expression of the agreement between D&H and Customer; however, if any of the terms provided above have been agreed upon between D&H and Customer within an independent agreement covering the scope of work, then such prior terms shall supersede these terms, but only if the independent agreement executed by D&H expressly states that its terms shall prevail. Customer hereby acknowledges that the Contract has been fully read and understood.

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