

WSTFAB, LLC. Purchase Order Terms and Conditions

These terms and conditions and the documents referred to herein govern all Purchase Orders ("Orders") issued by WSTFAB, LLC. ("Buyer") to the supplier identified on each Order form ("Seller"). Fulfillment of any part of an Order, or any other conduct by Seller which recognizes the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Seller of such Order and all of the terms and conditions included or referenced herein (the "Contract Terms"). Buyer objects to any terms proposed in Seller's proposal, sales note, acknowledgment, invoice or other form of acceptance of Buyer's offer which add to, vary from, or conflict with the Contract Terms. Any such proposed terms shall be void and the Contract Terms constitute the complete and exclusive statement of the terms and conditions between Seller and Buyer. The Contract Terms may be modified only by a written instrument executed by authorized representatives of both Seller and Buyer. If this Order has been issued by Buyer in response to Seller's offer and if any of the Contract Terms add to, vary from or conflict with any terms of Seller's offer, then the issuance of this Order by Buyer shall constitute an acceptance of Seller's offer subject to the express condition that Seller assents to the additional, different and conflicting Contract Terms and acknowledges that this Order constitutes the entire agreement between Seller and Buyer with respect to the subject matter hereof and the subject matter of Seller's offer. Seller shall be deemed to have so assented and acknowledged unless Seller notifies Buyer to the contrary in a writing signed by Seller's authorized representative within ten (10) working days of receipt of this Order.

Buyer reserves the right to cancel outright, at our option, any unfilled portion of this order which is due and has not been shipped strictly in accordance with our shipping specifications. Shipment must actually be effected within the time stated on purchase order, failing in which we reserve to ourselves the right to purchase elsewhere and charge you with any loss incurred thereon unless deferred shipment be arranged for in writing.

No verbal understanding will be allowed unless so noted in writing.

All articles or materials ordered are subject to inspection, test, and rejection. Goods will be held at the risk of the Seller until accepted. Goods rejected will be returned to the Seller and the Seller will be charged for transportation both ways plus labor, reloading, trucking, etc., and the rejected goods are not to be replaced except upon receipt of written instructions from us. We and our customers reserve the right to verify product at your premises. Payment of invoice will not constitute acceptance of material.

Seller expressly warrants that all goods and services supplied to Seller by Buyer as a result of this Order shall conform to the specifications, drawings or other description upon which this Order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defects. Inspection, testing, acceptance or use of the goods by Buyer shall not affect Seller's obligations under this warranty, and such warranty shall survive inspection, testing, acceptance and use. Seller agrees to replace or correct promptly defects of any goods or services not conforming to the foregoing warranty without expense to Buyer, when notified of such non-conformity by Buyer. In the event of Seller's failure to correct defects in or replace non-conforming goods or services promptly, Buyer may, after reasonable notice to Seller, make such corrections or effect cover at Seller's expense.

Neither party affected shall be liable in case of causes beyond his control, such as strikes, fires or other natural disaster. Failure of subcontractors and inability to obtain materials or labor shall not be considered a force majeure delay.

All material must be forwarded by the particular route named unless purchased F.O.B. destination. We do not consider any shipment complete until we have bill of lading or express receipt in our possession. Mark all shipments with invoice number and order number and include separated delivery or packing slip in each shipment.

Seller agrees to comply fully with every statute, law or government regulation or order which directly or indirectly regulates or affects the material or service herein purchased, and to indemnify and to hold Buyer harmless from and against any liability, expense, or loss resulting from Seller's failure to do so. The Seller further agrees to have fully complied with the Fair Labor Standards Act of 1938, as amended, in producing the goods and/or performing the services covered by this order; and Seller will on request furnish purchaser appropriate certificates of such compliance.

It is understood that you guarantee goods covered by this order not to be an infringement on patent, trademark, trade secret or other intellectual property of any third party and you agree to defend every suit that may be brought and pay all expenses that may be incurred, due to the use or the sale of these goods by us or any other party.

Priced invoices in duplicate, giving the correct purchase order number with original bill of lading and duplicate, must be sent at time of each shipment.

IN NO EVENT WILL BUYER BE LIABLE TO SELLER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR AS A RESULT OF THESE CONTRACT TERMS, ANY ORDER OR ANY AGREEMENT BETWEEN THE PARTIES RELATING TO THE PRODUCTS, SERVICES OR DELIVERABLES SUPPLIER PROVIDES, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No charge will be allowed for packing, boxing or carting unless agreed upon in writing at the time of purchase, but damage to any material not packed to insure proper protection to same will be charged to you.

Stenographic and clerical errors are subject to correction. All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other Orders with Seller whether such setoff or counterclaim arise before or after such assignment or subcontract by Seller.

Deliveries must be limited to quantity specified. Any excess shipped to us is subject to rejection and return to at seller's expense.

The cash discount period shall date from the receipt of the invoice properly edited by the buyer and not from the date of the invoice.

By the acceptance of this order or contract, the seller represents that to the best of his knowledge and belief, the prices charged herein are not in excess of the prices provided by the applicable prevailing price regulations of the Economic Stabilization Agency and that in the event it is subsequently determined that the prices charged herein are in excess of the prices provided in the applicable regulations of the Economic Stabilization Agency, the seller agrees to refund such excess.

This agreement shall be construed in accordance with the laws governing contracts made and to be performed in the State of Wisconsin, except that the Convention for the International Sale of Goods shall not apply. Seller hereby consents to the jurisdiction of any local, state, or federal court located within the State of Wisconsin and waives any objection which Seller may have based on improper venue or forum non conveniens to the conduct of any proceeding in any such court.

Except when issued to carry out a written contract signed by both Seller and Buyer, each Order, including these Contract Terms constitute the entire agreement of sale and purchase of the goods or services covered by the Order. Waiver of any right hereunder by Buyer in one instance shall not constitute a waiver for all instances nor shall it constitute a waiver of any other term or condition hereof. Delay on the part of Buyer in exercising any right, power or privilege hereunder or at law, shall not operate as a waiver thereof, nor shall any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege.