

VENDOR TERMS AND CONDITIONS

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1. ACCEPTANCE

Acceptance of this offer must be made on the exact terms herein. The shipment by Seller of the goods described herein shall be conclusively deemed an unconditional acceptance of this order notwithstanding any provision in Seller's commercial forms or otherwise that such shipment is an accommodation and is being made pursuant to a conditional acceptance. *All orders must be acknowledged promptly.*

2. REVOCATION

The buyer reserves the right to revoke this order at any time before acceptance. This is not a firm offer.

3. PRICE

The goods sold hereunder shall be sold to Buyer at a price designated on the reverse side hereof.

4. DELIVERY

The goods sold hereunder shall be delivered by the date set forth on the face hereof. All goods are sold F.O.B. as designated on the reverse side hereof. Any documents necessary to enable Buyer to obtain the goods from the carrier when tendered will be mailed to Buyer.

5. WARRANTIES

Buyer shall benefit from all warranties implied at law and all express warranties made by Seller.

6. INSPECTION

Upon delivery, the Buyer shall have ten (10) days within which to inspect the goods before accepting or paying for them. If, upon inspection, the Buyer determines that the goods do not conform to the description on the reverse side hereof, it shall have the right to preserve and keep a sample of the goods tendered for the purpose of having evidence of the kind and quality of the tendered goods.

7. REJECTION

In the event any of the goods to be delivered hereunder fail to conform to the contract or in the event delivery is not made as herein provided, Buyer may, at its option, and subject to Paragraph 12 hereof, reject the whole, accept the whole, or any unit or units and reject the rest. If Buyer rejects any part of the goods delivered or tendered under this contract, it shall forthwith notify Seller in writing. Said notice of rejection shall specify all claimed defects and nonconformity in the goods; provided, however, that except as otherwise provided by law, failure by Buyer to state a particular defect shall not preclude it from relying upon the unstated defect to justify rejection or to establish breach.

8. TERMINATION

Buyer shall have the right to cancel or suspend by written notice, in whole or in part, the Agreement made by Seller's acceptance hereof. Except in case of termination for breach, the allowance will be made for normal and reasonable expenses incurred by Seller prior to receipt of notice of cancellation, but Buyer will not be liable for any charges or expenses incurred by Seller in advance of the normal or reasonable lead time necessary to meet scheduled delivery dates nor for any expenses, charges or liability incurred subsequent to the giving of notice of cancellation. For the purpose of this provision, Seller shall conclusively be deemed to have breached this contract in the event Seller becomes insolvent or commits an act of bankruptcy.

9. CUSTOM AND USAGE

No course of performance or any course of dealing or usage of trade shall vary the express terms hereof.

10. REGULATORY COMPLIANCE

Seller represents that the goods covered by this order have been manufactured and sold in compliance with the requirements of the Robinson-Patman Act, the Fair Labor Standards Act, and other applicable federal, state, and municipal rules and regulations.

11. PACKING

All goods, wrappers and containers must bear markings and labels required by applicable federal, state and municipal laws and regulations for the protection and safety of persons and property and Seller warrants that prices include all prices for packing, crating and transportation to destination.

12. FORCE MAJEURE

Failure of Seller to make, or Buyer to take, all or any part of any delivery hereunder, if such failure is due to acts of God, war, labor difficulties, breakdowns, or damage to Seller's plant facilities or the receiving facilities of Buyer, embargoes, shortages of transportation equipment, compliance with any law, regulation or order of any public authority and any other cause beyond either party's control, shall not subject such party to any liability to the other party; provided, however, that in the event Seller is unable to meet the delivery schedule provided by Buyer, due to conditions beyond Seller's control, Buyer reserves the right to refuse shipment on any other schedule unless such schedule has been submitted to and approved by Buyer.

13. NONCONFORMING GOODS

Seller will not substitute nonconforming goods, or back-order such goods without first obtaining the consent of Buyer thereto.

14. NON-WAIVER

A waiver by either Seller or Buyer of a breach by the other of any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

15. MODIFICATION

With the exception of express warranties made by Seller to Buyer, which are not set forth herein, this writing is intended by the parties as a final expression of their agreement and is also intended as a complete and exclusive statement of the terms and conditions of their agreement which can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

16. ASSIGNMENT

This contract may not be assigned by Seller without the written consent of Buyer.

17. APPLICABLE LAW

The rights and obligations of the parties hereunder shall be governed by the laws of the State of Minnesota.

- 18. If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**