Terms & Conditions

1. Acceptance; Contrary Terms; Entire Agreement. The Order is accepted by Seller only on the terms and conditions contained herein and Seller's acceptance is conditioned upon Buyer's assent to these terms and conditions. If any of these terms and conditions are not acceptable to Buyer, Seller must be notified promptly. This writing is intended by Seller and Buyer to be the complete, exclusive, and final statement of their agreement. Any changes to this agreement must be in writing and signed by Seller and Buyer. Without limiting the foregoing, Seller expressly objects to all contradictory terms and conditions specified in the Order, including without limitation those regarding warranty and indemnity.

2. Taxes and Fees. All sales, excise and similar taxes that the Seller may be required to pay or collect with respect to the Products will be for the account of the Buyer, except as otherwise provided by law. Except as otherwise provided herein, Seller will not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage, or similar charges. If such charges are by the terms of sale included in the price, any increase in rates effective after the date hereof will be for the account of Buyer. Buyer will also pay Seller any collection fees and reasonable attorney's fees incurred by Seller in enforcing this agreement or defending against any claim for breach of this agreement.

3. Excuse From Performance. Seller is excused from performance if performance is rendered impracticable by any accident; war; delay, interruption in or failure of sources or subcontractors to supply materials and equipment; labor or transportation problem; act of God; or other causes and conditions that are beyond Seller's reasonable control; or any governmental orders, contracts, priorities, directives, requisitions or requests, whether or not voluntarily assumed.

4. Cancellation. Buyer may not cancel all or part of the Order without Seller's written consent.

5. Claims. All claims, including claims for damages, defects and shortages must be made within seven days of receipt of the Products and Seller must be given a reasonable opportunity to inspect the Products. THE BUYER'S FAILURE TO MAKE ANY CLAIM WITHIN THE SPECIFIED TIME PERIOD WILL RESULT IN THE UNCONDITIONAL WAIVER OF SUCH CLAIM. Seller reserves the right to accept or reject any claim in whole or in part.

6. Risk of Loss: Shipment. Unless otherwise specified on the order acknowledgment, all shipments are F.O.B. shipping point. Shipping dates on the Order are estimates only. Seller will use commercially reasonable efforts to meet the estimated shipping date, subject to Buyer's prompt provision of all necessary, complete and correct specifications, but Seller will not be held responsible for failure to meet such estimated dates. Seller may make delivery in installments. All installments will be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to pay any installment when due will excuse Seller from making future deliveries. Buyer also agrees to accept quantities that are ±10% of the quantity ordered. Box counts are determined through the use of piece counting scales. Box count accuracy is dependent on part size, part tolerance, and packaging configuration.

7. Prices: Payment Terms. Unless specifically held open for a length of time on Seller's Quotation, all prices are subject to change without notice and any unshipped balances on the Order will be invoiced to and paid by Buyer at prices in effect at the time of delivery. Invoices are payable in full 30 days following the invoice date. If by the terms of sale credit is extended to Buyer, Seller reserves the right to revoke such credit if Buyer fails to pay for any Products when due, and Seller may demand payment before any further shipment.

8. Exclusion of Warranties. SELLER MAKES NO WARRANTIES, EXPRESS OR IMLIED, INCUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NONINFRINGMENT.

9. Limitation of Remedies and Damages . If Buyer makes a valid and timely claim under section 5 above, seller's liability and Buyer's remedies under this agreement will be limited solely to replacement or credit, at Seller's option, with respect to Products returned to Seller at Buyer's expense within 30 days after Buyer's receipt of the Product. SELLER'S LIABILITY WILL IN NO EVENT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS. SELLER WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCE, FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OR INABILITY TO USE THE PRODCUTS OR FROM THE PRODUCTS OR FROM THE PRODUCTS BEING INCROPORATED IN OR BECOMING A COMPONENT OF ANY OTHER PRODUCT. NEITHER PARTY WILL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER, OR TO ANY THIRD PARTY, ARISING FROM ANY BREACH OF THIS AGREEMENT.

10. Trademarks. Buyer warrants that any trademark Buyer requests Seller to affix to any Product is owned or authorized for use by Buyer.

11. Containers. Returnable containers are the property of Seller and are loaned to Buyer. Upon return of such containers, Seller will credit Buyer with the amount of any deposit. If the containers are not returned or are damaged beyond normal repair, Buyer will be liable to Seller for the current replacement cost of such containers . In such case, Buyer's deposit will be applied towards such cost.

12. Controlling Law. The validity, construction and enforcement of this agreement will be governed by and interpreted under the local, domestic law of the State of Wisconsin, including its provisions of the Uniform Commercial Code.