

TERMS AND CONDITIONS**(1) MODIFICATION OF TERMS**

Seller's acceptance of any order is expressly subject to Buyer's assent to each and all of the terms and conditions set forth below and Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's receipt of this document without prompt written objection thereto or from Buyer's acceptance of all or any part of goods ordered. No addition to or modification of said terms and conditions shall be binding upon Seller unless specifically agreed to by Seller in writing. If Buyer's purchase order or other correspondence contains terms or conditions contrary to or in addition to the terms and conditions set forth below, acceptance of any order by Seller shall not be construed as assent to such contrary or additional terms and conditions or constitute a waiver by Seller of any of the terms and conditions.

(2) PRICE

Unless otherwise specified: (a) all prices, quotations, shipments and deliveries by Seller are (i) EXW (Incoterms® 2010) if shipped to the Buyer within the United States, and (2) in all other circumstances DAP Buyer's location (Incoterms® 2010); (b) all base prices together with related extras and deductions, are subject to Seller's price in effect at the time of shipment; and (c) notwithstanding the use of the shipping term DAP and without any effect on the point at which the risk of loss shifts from Seller to Buyer, all transportation, import costs and other related charges are for the account of Buyer, including all increases or decreases in such charges prior to shipment. Payment of said price shall be due at the remittance address shown on the Seller's invoice upon receipt of Seller's invoice unless otherwise specified. Interest will be charged at a rate of 1 to 1-1/2% per month on all balances outstanding more than 30 days after the date of the invoice. Price includes Seller's standard packaging. Special packaging requirements shall be quoted at an additional price.

(3) UNIFORM COMMERCIAL CODE

THIS IS A CONTRACT FOR THE SALE OF GOODS. SELLER AND BUYER EXPRESSLY AGREE THAT ANY SERVICES PROVIDED PURSUANT TO THIS CONTRACT ARE MERELY INCIDENTAL TO THE SALE OF GOODS, AND AS SUCH, SHALL BE DEEMED GOODS UNDER ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE. SELLER AND BUYER FURTHER AGREE THAT ANY DISPUTES ARISING FROM THIS CONTRACT SHALL BE GOVERNED BY ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE.

(4) MINIMUM BILLING

Contact your regional office representative for any minimum order requirements.

(5) WARRANTIES

Seller warrants that its products will conform to and perform in accordance with the products' specifications. Seller warrants that the products do not infringe upon any copyright, patent, or trademark. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(6) LIMITATION OF REMEDIES

Buyer's remedies under this warranty shall be limited to the replacement, repair, or refund of the purchase price for any defective product at the Seller's option. Products claimed to be defective and for which repair or replacement is desired shall be, if requested by the Seller, returned transportation prepaid to Seller's plant for inspection. Results of ordinary wear and tear, improper operation, or maintenance or use of corrosive or abrasive materials shall not be considered a defect in material or workmanship. Any component part manufactured by another is not covered by Seller's warranty, but only by such warranty as its manufacturer gives. Because of the difficulty of asserting and measuring damages hereunder, it is agreed that, except for claims for bodily injury, Seller's liability to the Buyer or any third party, for any losses or damages, whether direct or otherwise, arising out of the purchase of product from Seller by Buyer shall not exceed the total amount billed and billable to the Buyer for the product hereunder. IN NO EVENT WILL SELLER BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(7) QUALITY ASSURANCE

Seller shall have no obligation to ensure that any goods purchased from Seller meet any special Buyer quality assurance specifications and/or other special Buyer requirements unless such specifications and/or other requirements are specifically set forth in Buyer's purchase order and expressly accepted by Seller. In the event that any such goods supplied by Seller in connection therewith, are applied to an end use without the appropriate specification and/or other requirement therefore having been set forth in Buyer's purchase order and expressly accepted by Seller, Buyer shall indemnify and hold Seller harmless against any and all damages or claims for damages made by any person for any injury, fatal or nonfatal, to any person or for any damage to the property of any person incident to or arising out of such application.

(8) PRODUCT DISPOSAL & SUSTAINABILITY

Buyer is responsible for the disposal of goods supplied by seller in accordance with all applicable laws, regulations, and responsible recycling and/or sustainability practices.

(9) CLAIMS

Claims respecting the condition of goods, compliance with specifications or any other matter affecting goods shipped to Buyer must be made promptly and, unless otherwise agreed to in writing by Seller, in no event later than one (1) year after receipt of the goods by Buyer. In no event shall any goods be returned, reworked or scrapped by Buyer without the express written authorization of Seller.

(10) DEFAULT IN PAYMENT

If Buyer fails to make payments on any contract between Buyer and Seller in accordance with Seller's terms, Seller, in addition to any other remedies available to it, may at its option, (i) defer further shipments until such payments are made and satisfactory credit arrangements are reestablished or (ii) cancel the unshipped balance of any order.

(11) TECHNICAL ASSISTANCE

Unless otherwise expressly stated by Seller, (a) any technical advice provided by Seller with respect to the use of goods furnished to Buyer shall be without charge; (b) Buyer shall have sole responsibility for selection and specification of the goods appropriate for the end use of such goods.

(12) SAFETY PRECAUTIONS

Buyer shall require its employees to use all safety devices, and proper safe operation procedures as set forth in manuals and instruction sheets furnished by Seller. Buyer shall not remove or modify any such device or warning sign. It is the Buyer's responsibility to provide all means that may be necessary to effectively protect all employees from serious bodily injury which otherwise may result from the method of particular use, operation, set up or service of the goods. The operator's or machine manual, ANSI safety standards, OSHA regulations and other sources should be consulted. If Buyer fails to comply with provisions of this paragraph or the applicable standards and regulations aforementioned, and a person is injured as a result thereof, Buyer agrees to indemnify and save Seller harmless from any liability or obligation incurred by Seller.

(13) CANCELLATION

Orders for goods specifically manufactured for Buyer cannot be canceled or modified by Buyer, and releases cannot be held up by Buyer, after such goods are in process except with the express written consent of Seller and subject to conditions then to be agreed upon which shall include, without limitation, protection of Seller against all loss.

(14) PATENTS

The Seller shall not be liable for any costs or damages incurred by the Buyer as a result of any suit or proceeding brought against Buyer so far as based on claims (a) that use of any product, or any part thereof furnished hereunder, in combination with products not supplied by the Seller or (b) that a manufacturing or other process utilizing any product, or any part thereof furnished hereunder, constitute knowing and willful infringement of patents or trademarks arising from compliance with Buyer's designs or specifications or instructions.

(15) COMPLETE AGREEMENT

THIS CONTRACT SETS FORTH THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PRIOR AGREEMENTS, DISCUSSIONS AND UNDERSTANDINGS BETWEEN THEM WHETHER ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER HEREOF.

(16) GOVERNING LAW

All orders are accepted by Seller at its mailing address in Wheaton, Illinois, and shall be governed by and interpreted in accordance with the laws of the State of Illinois. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.

(17) FORCE MAJEURE

Neither party shall be in default of its obligations to the other party for any period of Force Majeure. "Force Majeure" shall mean any delay or failure of a party to perform its obligations to the other party due to causes beyond its control and without its fault or negligence. This shall include, without limitation, Acts of God, strike, civil commotion, acts of government, and any other comparable, non-foreseeable, and a serious event.

(18) CONFIDENTIAL INFORMATION

Buyer shall maintain Confidential Information in confidence using the same care as used for its own Confidential Information. Buyer shall not disclose or divulge any Confidential Information received by it from Seller in connection with any products or services supplied by Seller to Buyer or to a third party without prior written consent of Seller, and Buyer may not use any Confidential Information for any purpose other than for the manufacture, sale and maintenance of Buyer's products. For the purposes hereof, "Confidential Information" includes any and all information and data, including, but not limited to, any business, commercial, intellectual property, technical information and data disclosed by Seller to Buyer in connection with the sale of Seller's products to Buyer, or relating to Seller's business relationship or the definition, development, marketing, selling, manufacture or distribution of Seller's products, whether disclosed orally, in writing or electronically, and irrespective of the medium in which such information or data is embedded, whether in tangible form or contained in an intangible storage medium. Confidential Information shall include any copies or abstracts made thereof, as well as any product, apparatus, modules, samples, prototypes or parts thereof.

(19) FAIR PRACTICES

Spraying Systems Co. considers for employment and hire qualified candidates without regard to race, religion, color, sex, sexual orientation, gender, gender identity, age, national origin, ancestry, citizenship, protected veteran or disability status or any factor prohibited by law, and as such affirms in policy and practice to support and promote the concept of equal employment opportunity and affirmative action, in accordance with all applicable federal, state, provincial and municipal laws.