

WILSON MANUFACTURING AND DESIGN, INC.

GENERAL TERMS AND CONDITIONS

1. **GENERAL TERMS.** All sales by Wilson Manufacturing and Design, Inc. (the “Company”) are made pursuant to these general terms and conditions of sale. The Company will not be bound by any different or additional terms and conditions stated in a Buyer’s (as hereinafter defined) purchase order, confirmation, acceptance, proposal, quotation, acknowledgement or other document unless Company specifically agrees to such terms and conditions in writing. To the extent that Buyer, without the prior written agreement of the Company, attempts to modify the terms of an Order or these terms and conditions by submitting to the Company any documents which purport to modify the terms of an Order or these terms and conditions, or add additional or different terms or conditions, the Company does not agree to the inclusion of any such additional or different terms or conditions or any attempt by Buyer to vary the terms and conditions of an Order or these terms and conditions and all such proposed modifications, additional or different terms or conditions shall be deemed rejected and shall form no part of the agreement between Buyer and the Company regarding the subject matter of the Order.

2. **DEFINITIONS.** As used in these terms and conditions: “Buyer” means the person or entity identified on the face of an Order as the purchaser of Products or Services from the Company; “Products” means all goods purchased by Buyer from the Company (including any part or parts thereof) under an Order including all goods, supplies, materials, deliverables, documentation, machinery, equipment, systems or apparatus; “Order” means any purchase order between the Buyer and the Company executed and/or prepared by the Company for the purchase of the Products and/or Services specified therein; and “Services” means any services performed by the Company (including any part or parts thereof) under an Order.

3. **ACCEPTANCE.** Buyer shall inspect all Products prior to acceptance. Buyer shall report any Product damage or other defects (concealed, visible or otherwise) to Company in writing within five (5) days following receipt. If a Product damage or other defect is not reported to the Company within the foregoing five (5) day period, then all Products shall be deemed accepted by Buyer and deemed to be in compliance with the Order.

4. **FREIGHT; SHIPPING AND HANDLING; DELAYS.** All shipments are F.O.B. Company’s warehouse. The method and agency of shipment shall be determined by the Company, and all transportation costs shall be paid by Buyer. Buyer shall assume all risks for loss or damage in shipment. If a specific shipping date is not designated in a writing signed by Company, the Company shall not be responsible for any delays in filling an order nor liable for any loss or damages resulting from such delays. If a specific shipping date is designated by Company, the Company shall not be liable for any delays in filling an order caused by a Force Majeure Event (as defined below).

5. **TERM OF PAYMENT.** The purchase price for Products purchased from the Company must be paid thirty percent (30%) with purchase order and the balance shall be paid in full prior to shipment. A five percent (5%) discount will be given if the purchase price is paid in full with the purchase order. Unless otherwise agreed in writing by the Company, all payments for Products or Services sold by the Company are due within ten (10) days following receipt of an invoice. All shipments to be made hereunder shall at all times be subject to the approval of Company’s credit department and, if the financial responsibility of Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of the Order, then, in any such event, Company may defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Company or cash payments in advance, or it may terminate the Order. Buyer shall pay a monthly late charge of 1.5% per month on all balances beyond terms or the maximum amount permitted by applicable law, whichever is less. Buyer shall reimburse the Company for all costs and fees, including reasonable attorneys’ fees, which the Company incurs in order to collect on any amount due to the Company account, whether or not an action has commenced or proceeded to judgment. Prices stated do not include federal, state, or local sales, use, excise, or similar taxes and Buyer agrees to pay any such taxes applicable to the sale or use of the Products and/or Services.

6. **DEFECTS/LIMITED WARRANTY.** The Company warrants to the original Buyer that Products purchased hereunder will be free of defects in materials and workmanship under normal use and service for a period of one year from the date of delivery. In the event that any Products prove to be defective in materials or workmanship within the foregoing warranty period, the Company will, at its option, either repair or replace the defective Product(s) as its sole liability. To make a warranty claim, the Buyer must promptly notify the Company of the defect and permit a representative of the Company to make an initial on-site inspection of the Product(s) if the Company so desires. The Buyer must return the defective Product(s) to the Company for repair or replacement. The risk of loss during transit and the cost of shipment of the Products to the Company shall be the responsibility of Buyer. The Company shall either repair the defects or replace the Product(s) in an expeditious manner, and return the Product(s) to the purchaser. The limited warranty set forth herein applies only in favor of the original Buyer. No person or entity shall have any rights under this limited warranty if it did not purchase such Product(s) directly from the Company. This warranty is in lieu of all other warranties, expressed or implied. No person, agent or dealer is authorized to provide any other warranty of any kind or nature with regard to Products or Services. The limited warranty does not apply to damage or malfunctions caused by abuse, neglect, accident, improper operation or inadequate maintenance. The limited warranty does not cover consumables or components which are customarily considered exhaustible in regular use (i.e. v-belts, belting, tires, vibrators and the like). Damage to the Products during transit or shipment is excluded from this limited warranty. Unauthorized alterations or modifications to the Products voids the limited warranty. The Buyer must obtain the written authorization of the Company before making any alteration or modification to the Products. EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS OR SERVICES SOLD BY THE COMPANY. COMPANY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER, ITS OWNERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS, OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, SPECIAL, OR RELATED DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE, OR LOSS OF PROFIT) IN CONNECTION WITH OR ARISING OUT OF ANY ORDER, THE PRODUCTS AND/OR SERVICES SOLD BY COMPANY, THE EXISTENCE, FURNISHING, OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THE ORDER, OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S SOLE LIABILITY OF ANY KIND WITH RESPECT TO THE PRODUCTS SOLD OR SERVICES FURNISHED BY THE COMPANY, WHETHER ON WARRANTY, CONTRACT, STRICT LIABILITY OR NEGLIGENCE GROUNDS, SHALL BE LIMITED, AT THE ELECTION OF THE COMPANY, TO EITHER REFUND THE COST OR REPLACE OR REPAIR ANY DEFECTIVE PRODUCTS, PROVIDED, HOWEVER, (I) COMPANY SHALL HAVE NO OBLIGATION TO INSTALL REPLACEMENTS AND ALL LABOR OR OTHER COSTS IN CONNECTION THEREWITH SHALL BE PAID BY BUYER, AND (II) AS A CONDITION TO COMPANY'S OBLIGATIONS HEREUNDER, BUYER SHALL FIRST RETURN ALL DEFECTIVE PRODUCTS TO COMPANY UPON COMPANY'S REQUEST. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DEFECTS OR REPLACEMENTS NECESSITATED IN WHOLE OR IN PART BY CATASTROPHE, FAULT, OR NEGLIGENCE OF THE USER OR ANY THIRD PARTY, IMPROPER OR UNAUTHORIZED USE OF PRODUCTS, USE OF PRODUCTS IN A MANNER FOR WHICH THEY WERE NOT DESIGNED OR INTENDED, OR BY CAUSES EXTERNAL TO THE SUBJECT PRODUCT (INCLUDING WITHOUT LIMITATION, SHIPPING DAMAGE OR POWER FAILURE).

7. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN AN ORDER OR THESE TERMS AND CONDITIONS, THE COMPANY'S AGGREGATE LIABILITY FOR BREACH OF ANY PROVISION OF AN ORDER OR THESE TERMS AND CONDITIONS AND ANY OTHER CLAIM OF ANY KIND OR NATURE UNDER OR RELATING TO SUCH ORDER OR THESE TERMS AND CONDITIONS, AND ANY PRODUCTS OR SERVICES PROVIDED OR TO BE PROVIDED HEREUNDER OR THEREUNDER, SHALL BE EXPRESSLY LIMITED TO AND SHALL NOT EXCEED 100% OF THE NET SALES PRICE OF THE PORTION OF THE PRODUCTS OR SERVICES THAT GAVE RISE TO SUCH CLAIM. UPON EXPIRATION OF THE WARRANTY PERIOD IN SECTION 6 ABOVE, ALL LIABILITY OF THE COMPANY SHALL THEREUPON TERMINATE.

8. **ASSIGNMENT.** The Buyer may not assign an Order without the prior written approval of the Company.
9. **WAIVERS.** No waiver by Company of any breach or default of any provision hereof shall constitute a waiver of any other breach or default of any provision. Company's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of these terms and conditions.
10. **ENTIRE AGREEMENT.** These General Terms and Conditions, together with any Order, constitute Buyer's and the Company's entire understanding about the Products and/or Services purchased from and sold by the Company. None of Buyer's inconsistent and/or additional terms and conditions submitted in acknowledging an Order or in releases, purchaser or other documents shall apply to an Order.
11. **FORCE MAJEURE.** If the Company is prevented from or delayed in its performance under an Order as a result of fire, floods, epidemics, an act of God or of the public enemy, an order of a government authority, a labor dispute or any other matter outside of the Company's reasonable control (in each case, a "Force Majeure Event"), the time for performance by the Company shall be extended by the length of time it is so prevented or delayed.
12. **GOVERNING LAW.** The entering into, construction, interpretation, performance, and discharge of the terms and conditions set forth hereunder shall be governed in accordance with the laws of the Commonwealth of Kentucky, excluding its conflict of law rules. It is agreed that all transactions between Buyer and the Company shall be deemed entered into in the County of Hardin, State of Kentucky, and any action arising hereunder or with respect to the Products or Services purchased from the Company shall be exclusively litigated in the state courts located in Hardin County, Kentucky or the Federal courts for the Western District of Kentucky. Buyer hereby consents to the jurisdiction of the foregoing courts and to the exclusive venue of any such action or proceeding in such courts.
13. **NOTICE.** Any notice or other communication required or permitted to be made to the Company under an Order or these terms and conditions shall be in writing and sent: (i) by certified mail return receipt requested; (ii) by hand-delivery; (iii) by first-class United States Mail postage prepaid; or (iv) by reputable overnight delivery service such as Federal Express or UPS, addressed, delivered or transmitted in each case to the Company as follows: Wilson Manufacturing & Design, Inc., 1011 East Main St., Cecilia, KY 42724 Attn: Mr. Craig Miller. All such notices or other communications shall be effective only upon actual receipt by the Company.

Effective 11/2018