

**Terms & Conditions****Petersen Products Co. ("Petersen")**

GENERAL. This writing contains the entire agreement of the parties and consists of the terms specified on the face hereof, these terms and conditions and any specifications, drawings or other documentation referenced in these terms and conditions (collectively, "Terms and Conditions"). The Terms and Conditions shall be the only terms and conditions becoming part of this contract. In the event that Purchaser's purchase order contains provisions which are inconsistent with or in addition to these Terms and Conditions, such provisions are hereby objected to and shall not become part of the contract. If the document containing these Terms and Conditions constitutes an acceptance under Article 2 of the Uniform Commercial Code, acceptance is hereby expressly made conditional on the Purchaser's assent to these Terms and Conditions and that no other terms and conditions, whether inconsistent or in addition to these terms and conditions, shall become part of the contract. No orders or contracts shall be binding upon Petersen until accepted by it at its home office in Fredonia, Wisconsin. Orders accepted by Petersen may not be canceled by Purchaser except upon terms and conditions acceptable to Petersen.

SALE BY MODEL. At its option, Petersen may deliver to Purchaser a model of the goods covered by Purchaser's purchase order and Purchaser will have the opportunity to examine and test the model. When Petersen provides Purchaser with such a model, Purchaser agrees that goods which conform to the model shall for all purposes be regarded as conforming goods and as being in accordance with the requirements of the contract.

PURCHASER'S TEST OF GOODS. Purchaser has the responsibility to conduct the research necessary to learn the hazards involved in using the goods. Purchaser expressly represents and warrants to Petersen that it will properly test the goods in a manner sufficient to conform to applicable law with respect to the goods in their intended market and to practical considerations with respect to intended and expected uses of the goods.

LIMITATION OF PETERSEN'S WARRANTIES AND DAMAGES. PETERSEN MAKES NO WARRANTY, EXPRESS OR IMPLIED, RESPECTING ANY OF THE PURCHASED GOODS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FREEDOM FROM CLAIMS FOR INFRINGEMENT. IN NO EVENT SHALL PETERSEN BE LIABLE FOR LOST PROFITS OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING ECONOMIC LOSSES. ANY SUGGESTIONS, TECHNICAL ASSISTANCE, OR OTHER INFORMATION PROVIDED BY PETERSEN OR ITS PERSONNEL REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE GOODS SHALL NOT BE CONSTRUED AS SUCH A WARRANTY.

PURCHASER'S INDEMNITY. Purchaser agrees to indemnify and hold Petersen, its employees, officers, directors, agents, successors, and assigns, from and against any and all losses, claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees and other costs of litigation) that Petersen or any of such persons may sustain or incur whether based upon negligence, breach of express or implied warranty, strict liability in tort, contract or any other theory of law (a "claim" or "claims") brought by Purchaser, its employees, officers, directors, agents, successors, and assigns, by an end user of the goods or by any other person or entity arising out of the goods or their sale or use. Purchaser shall notify Petersen of any such claim or facts of which it becomes aware which could become the basis of a claim, and shall make available all statements, reports and tests made by Purchaser or for Purchaser or made available to Purchaser. Purchaser will undertake the defense of each such claim. Petersen may participate in the defense of any such claim to the extent it deems advisable.

PRICE. Any written quotation shall automatically expire unless accepted by a customer within 60 days from the date quoted. Any quotation is subject to change with or without notice within said 60-day period prior to acceptance to the written order by Petersen. Verbal quotations by Petersen shall expire within 24 hours. All prices are subject to change without notice. Prices are in U.S. Dollars exclusive of State and Federal taxes, which shall be the sole responsibility of Purchaser. The Purchaser will reimburse Petersen the amount of any and all taxes required to be paid or shall provide Petersen at the time of the order a tax exemption certificate or other document acceptable to taxing authorities to establish exemption. Terms are 1%10 days, Net 30 days of Petersen's invoice. Past due accounts will be assessed a service charge (18% APR) on unpaid balance until paid. If the customer defaults in any payment when due, then the entire price shall become due immediately and payable upon demand or Petersen may at its option without prejudice to other lawful remedies defer delivery or cancel the order.

FORCE MAJEURE. Petersen shall not be liable for any breach of its obligations hereunder or otherwise with respect to Petersen's products if such breach was caused, either in whole or in part, by any factor outside of Petersen's control, including, without limitation, stock-outs; fire or other casualty; strikes or other labor disturbances; failure of any sources of supply (including, without limitation, transportation and utilities); war, terrorism, insurrection, riot or other violent disturbances; and governmental actions (including, without limitation, embargoes and new laws and regulations). Petersen reserves the right to allocate its available products in such a manner as it deems appropriate in the event of any shortage thereof so caused.

LIMITED WARRANTY. Our reputation is firmly established as a reliable manufacturer of high quality products. Our goal is to provide the product that best meets customer requirements. At time of shipment, this warranty assures you that the material is free from all defects in material and workmanship. If any product has a manufacturing defect or does not perform as stated, we will replace it, repair it or allow it to be returned for credit if notified within 90 days. This warranty is void if product is not used in accordance with supplied instructions.

Petersen Products Company

Div. of Petersen Resources, LLC

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