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TERMS AND CONDITIONS TO GLOBAL POWER'S QUOTATION FOB SELLER'S FACILITY

1. **Complete Agreement and Acceptance:** These terms and conditions apply to the sale of any goods covered by Global Powers' Quotation ("Quotation"). Any additional or different terms or conditions proposed by Buyer shall not be effective unless and until the additional or different terms or conditions are accepted by Seller by written signature or e-mail acknowledgement. Buyer's issuance of a purchase order ("PO") constitutes Buyer's acceptance of the provisions herein. All terms and conditions contained in any PO or other documents from Buyer are hereby expressly rejected. All sales are expressly conditioned upon Buyer's assent to these terms and conditions.

2. **Warranties and Standards:** Seller makes those of the following warranties as are appropriate for any goods supplied: (1) the goods will be produced according to Seller's standard manufacturing process and (2) at time of delivery, meet either Seller's standard specifications or Buyer's specifications, as applicable. Buyer's sole and exclusive remedy in the event of a breach of warranty is, at Seller's sole discretion, repair, replacement of, or credit against future purchases for, the non-conforming portion of the product. Seller excludes any warranty or liability arising out of or relating to: (a) accident, theft, misuse or neglect; (b) lack of routine care or maintenance; (c) failure to use or take proper precautions; (d) modification of any product; (e) defects, problems, or failures created by third-party products or their interface with Seller's products; (f) damage to goods occurring during loading at Seller's facility or during transit to Buyer's destination; and (e) Force Majeure.

THE ABOVE ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO BUYER. EXCEPT AS OTHERWISE SET FORTH HEREIN, SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, AND NON-INFRINGEMENT.

3. **Delivery and Title:** Unless otherwise stated in writing, all prices, quotes, order acknowledgements, shipments and deliveries are FOB Seller's facility and title and risk of loss passes to Buyer upon

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loading. Buyer is responsible for all costs of loading and transportation from Seller's facility including carrier freight insurance covering the goods while in transit and any third-party cargo insurance. Buyer acknowledges and agrees that if Seller procures transportation for the goods, in procuring freight insurance for the goods Seller may rely on Buyer's reasonable declaration of value for goods Buyer supplies ("Buyer's Declared Value"). Seller shall not be liable for any loss of or damage to goods occurring during loading or while in transit even if such loss or damage is in excess of freight insurance limits. Seller retains a purchase money security interest in the product until all payments (including deferred payments) are received in full. Upon Seller's written request, Buyer agrees to do all acts necessary to perfect and maintain such security interest.

4. **Assumption of Risk and Limitation of Liability:** Buyer assumes all risk and liability for transportation, receipt, storage, and use of products. Buyer assumes these risks even if Seller arranges for transportation and freight insurance is insufficient to cover the loss. In no event will Seller be liable (a) for indirect damages (including but not limited to, special, incidental and consequential damages, even if Seller has been advised of the possibility of same); (b) for damages to goods occurring during loading, transportation, inspection or unloading; and (c) in an amount exceeding the invoiced price of the products Buyer paid to Seller in this Quotation. Buyer expressly agrees that the above limitation of liability is an allocation of risk constituting part of the consideration supporting sale of the products.
5. **No Waiver; Modification; Entire Agreement:** Seller's waiver of any breach of these terms and conditions shall not constitute a waiver of any other breach. Seller's Quotation and these terms and conditions constitute the entire understanding and agreement between Seller and Buyer and may only be modified or amended by a written document signed by one of Seller's officers.
6. **Other:** This Quotation and any resulting contract for the sale of products shall be interpreted and governed by the laws of the State of Wisconsin, without regard to its conflict of law principles. Buyer expressly agrees that any dispute will be resolved by a court of competent jurisdiction in the State of Wisconsin.

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10/13/15 5:00 PM

Our Address:

2300 S 51st St
Milwaukee, WI 53219

Call Us Today:

Ph: (414) 475-3000
Fax: (414) 475-3441

Hours of Operation:

Mon. - Fri.
8am - 5pm

About The Area

Milwaukee is the Midwest's fifth-largest city with 9 Fortune 500 companies, a world-class art museum, and many unique dining experiences. Forbes listed Milwaukee within the top 100 "The Best Places for Business and Careers" in 2017 and Milwaukee still ranks 2nd for "America's Safest Cities" since its listing in Forbes, October of 2009.

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