



ORBIS Corporation Sales Terms and Conditions – Four pages

Quotations and Prices: All quotations are invitations for offers to purchase, not offers to sell, are subject to acceptance within 30 days or as otherwise stated on the quotation, and may be changed or withdrawn prior to receipt of notice of acceptance.

Acceptance, Governing Provisions and Cancellation: No orders for products or services of ORBIS (hereinafter called “Seller”), shall be binding upon Seller until accepted in writing by an authorized official of seller at its home office in Oconomowoc, Wisconsin. Each order is subject to these terms and conditions and acceptance by Seller is expressly conditioned on Purchaser’s assent to such terms and conditions. Different or additional terms or conditions are hereby objected to and no other terms or conditions will be binding on Seller unless specifically agreed to in writing. Failure of Seller to object to any purchase order or other communication from a Purchaser shall not be deemed acceptances thereof or a waiver of these conditions. Any contract for sale by Seller shall be governed by and construed according to the laws of the State of Wisconsin. No order accepted by Seller may be modified, canceled or terminated without Seller’s prior written consent.

Errors and Variances: All clerical errors in Seller’s Quotations, acknowledgments, shipping documents, and invoices are subject to correction, and such errors do not relieve Purchaser of obligations. All quantities shown on such documents are subject to variance by plus or minus 3% or 2,000 units, whichever is less, without price or other adjustment.

Collect and Third Party Freight: Delivery of products to a carrier at Seller’s plant or other shipping point shall constitute delivery to Purchaser, and title shall pass to purchaser at that time at the quantities and condition listed on Bill of Lading. Bill of Lading signed by carrier at Seller’s designated shipping point constitutes proof of title transfer from Seller to Purchaser. All risk of loss or damage in transit shall be borne by Purchaser.

Seller may make delivery in installments, unless otherwise expressly stipulated in the contract for sale, and each installment shall be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of obligations to accept subsequent deliveries. Seller shall not be liable for any damage as a result of any delay due to any cause beyond Seller’s reasonable control. Delivery dates shall be extended for a period equal to any time lost by reason of any such delay.

Storage: If products are not shipped within 15 days after notification to the Purchaser that they are ready for shipping, for any reason beyond Seller’s control, including Purchaser’s failure to give shipping instructions, Seller may store such products at the Purchaser’s risk in a warehouse or yard or upon

Corporate Headquarters

1055 Corporate Center Drive

Oconomowoc, WI 53066 USA

p: 262.560.5000 f: 262.560.5841

www.orbiscorporation.com



Seller's premises, and the Purchaser shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices.

Payment Terms: The net amount of an invoice shall be due and payable in one installment according to the terms printed on the invoice and the date of shipment. Seller may demand full or partial payment in advance before proceeding with the contract. If payment in full of any invoice is not made by or before the net due date, Purchaser agrees to pay a service charge on the unpaid balance at the lower of one and one-half percent (1 1/2%) per month (i.e. 18% per annum), or the maximum rate permitted by law from the due date until the invoice and all service charges thereon have been paid in full. Purchaser shall pay all collection fees, including attorney's fees, incurred by Seller while attempting to collect past due invoices.

Taxes and Other Charges: Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever, imposed by any governmental authority, on or measured by any transaction between Seller and the Purchaser (other than taxes on or measured by Seller's net income) shall be paid by Purchaser in addition to the prices quoted or invoiced. If Seller is required to pay any such tax, fee or charge, Purchaser shall reimburse Seller therefore.

Prices Quoted Assume Floor Loading: Packaging requirements on palletized shipments are subject to a wood pallet charge issued at time of invoice. Shipments will be packaged to meet international laws and regulations to the extent that Purchaser orders correct packaging from Seller and notifies Seller in writing of applicable packaging instructions and requirements, including, but not limited to, the final destination of goods. Purchaser is liable for any costs associated with packaging shipments to meet such laws, regulations, and requirements, and such costs will be charged to the customer at time of invoice. Seller is not liable for costs, delays, or damage caused by any failure by Purchaser to notify Seller of any packaging or shipment requirements.

Warranty: Seller warrants its products to be free from defects in materials and workmanship for a period of one year from date of shipment by Seller. If within such period any such product is proved to Seller's satisfaction to be so effective, such product shall be repaired or replaced at Seller's option. Seller's obligation is limited to such repair and replacement and conditioned upon Seller's receiving written notice of any alleged defect within the warranty period and no more than 10 days after its discovery and, at Seller's option, return of such products or parts to Seller, f.o.b. its factory. This warranty shall not apply to products or parts repaired or altered by others than Seller so as, in its judgment, to affect them adversely or subjected to negligence, accident, damage by circumstances beyond Seller's control, improper use or exposure to excessive heat or ultraviolet radiation, or to other than normal use or service. With respect

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to parts not manufactured by Seller, the warranty obligations of Seller shall in all respects conform and be limited to the warranty actually extended to Seller by the supplier.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Seller shall not be subject to any other obligations or liabilities whatsoever with respect to its products or services or any undertakings, acts or omissions relating thereto.

Return of Products: Products may be returned to Seller for credit only when Purchaser obtains Seller's written permission in advance. Returns authorized at Purchaser's liability are to be returned to the original shipping point, freight prepaid by the Purchaser. A restocking charge, the greater of 20% of the sales value of the return or \$25.00, will be deducted from the credit issued by seller. Returns authorized at the Seller's liability will be returned on the Seller's specified carrier to the Seller's specified destination.

Return of Special Colors or Specifications: Items made to special color and/or particular specifications of Purchaser are not subject to return.

Consequential Damages: Purchaser shall indemnify Seller against all claims arising out of alleged infringement of patents, designs, copyrights or trademarks with respect to any goods manufactured to Purchaser's specifications. Anything to the contrary herein notwithstanding, Seller shall not be liable for any consequential, contingent or incidental damages whatsoever.

Multiple Shipping Locations: Individual orders for the same product, to be drop-shipped to the same customer at more than one location, are subject to the price for the total quantity ordered. Shipments to locations in excess of three (3) will have a \$50.00 order/invoicing charge added to each additional invoice.

Freight Rate Quotations: Freight rates quoted by ORBIS are considered to be our best estimate at the time of quotation. ORBIS is unable to guarantee that the actual freight rates at the time of shipment will be the same as quoted. ORBIS reserves the right to adjust quoted freight rates to the rate in effect at the time of shipment.

FOB Terms: All products are shipped F.O.B point of origin of shipment. Unless otherwise requested by Purchaser, goods will be shipped Prepaid and Add via carrier of Seller's choice. Prepaid shipping and handling costs will be billed at current rates. Seller will not provide copies of carrier freight invoices to Purchaser. If Purchaser specifies carrier, ORBIS does not guarantee shipment in four (4) days.

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Thank you

A handwritten signature in black ink, appearing to read "Mark L. Windisch".

Mark L. Windisch
Strategic Account Manager
ORBIS Corporation
P – 800.999.8683 ext 5448
mark.windisch@orbiscorporation.com

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Corporate Headquarters

1055 Corporate Center Drive

Oconomowoc, WI 53066 USA

p: 262.560.5000 f: 262.560.5841

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