

TERMS AND CONDITIONS

The provisions on both sides of this contract shall govern this transaction.

Delivery: Goods shall be delivered FOB Supplier's plant upon reasonable advance notice of desired delivery date, with risk of loss passing at Supplier's plant. All shipments may go by any truck or rail carrier at Supplier's option unless Buyer otherwise directs (any additional transportation charges shall be for Buyer's account).

Each shipment made by the Seller may be treated by the Seller as a separate and independent contract, and if the Buyer fails to fulfill the terms of the orders, purchase or payment, the Seller reserves the right to defer shipments until any and all such defaults are made good and the Seller may, at its option, treat such default as a final refusal of the Buyer to accept further shipments.

Where the merchandise is to be exported, Buyer assumes the responsibility to obtain export license and other necessary papers.

Specially Run Goods: Manufactured items are subject to the following overruns and underruns according to quantity ordered:

Under 5,000 units ordered:	Plus or Minus 20%
5,000 - 10,000 units ordered:	Plus or Minus 15%
10,001 - or more units ordered:	Plus or Minus 10%

Restricted percentages of overrun or underrun must be specified by the Buyer and accepted by the Seller.

Cancellation or Changes: Orders, once accepted, are not subject to cancellation, change or variation without consent in writing between the Buyer and the Seller, except as hereinafter qualified. In the event the terms of the order as acknowledged are not identical in all respects with the "Conditions Governing Contracts" of the Seller as hereinafter set forth, the acknowledgement shall constitute a rejection of such order and a new or counter-offer, the acceptance of which new or counteroffer is expressly made contingent upon its acceptance, in writing, without change or modification whatsoever, within ten (10) days from the date thereof.

Prices and Price Changes: Prices may be increased at any time without prior advance notice and Buyer shall pay prices in effect at time of delivery. Any sales, use or other similar tax imposed by any governmental authority on any of the merchandise shipped by Seller shall be paid by the Buyer.

Cash Discount: 1% on cash payments made within ten (10) days after date of invoice of goods regularly subject to cash discount.

Terms of Payment: Net thirty (30) days.

Inventory: Thirty (30) days after the date of first shipment or acknowledged availability date, whichever is earlier, all undelivered goods in storage will be invoiced and on each consecutive 30-day period the remaining inventory balance will be subject to a storage charge of 2% of the net invoice value of such goods, before cash discount. All goods on inventory, at the end of 180 days will be shipped to Buyer; outside warehouse at Buyer's expense; or scrapped at Buyer's option.

Warranty and Liability: Supplier warrants, subject to any special limitation, to Buyer only, against all packaging material failures that are shown by direct evidence to have been caused solely by demonstrable and specific defects in Supplier's workmanship or materials which defects could have been avoided or detected under generally accepted practices for commercial production.

Supplier makes no other warranties, express or implied, including the implied warranty of merchantability and warranty of fitness for a particular purpose. In accordance with "claims procedure", Supplier is liable to Buyer for breach of the above warranty and any actionable negligence of Supplier, but liability on any claim whether in tort or in contract, shall not exceed cost to buyer of the faulty goods. In no event shall there be any liability for consequential damages, or non-compliance with regulations of foreign governments, or other damages specifically excluded in any special warranty limitation or upon cessation of business by seller's suppliers. Shades and colors of printing will be duplicated as closely as possible but there is no warranty of exact duplication. Supplier assumes no responsibility for noncompliance with local, State or Federal labeling laws or ordinances.

Claims Procedure: Supplier will give immediate consideration to settlement of claims in accordance with uniform policies and procedures. Supplier shall not be liable unless notice in writing of the claim together with representative samples of any claimed unsatisfactory goods are received within thirty (30) days after delivery for short count of shipping units and within ninety (90) days after delivery for all other claims and/or within six months from Buyer's requested availability date or Seller's availability date whichever came later. Buyer's exclusive right or remedy shall be a claim for monetary adjustment, or at supplier's option shipment of conforming goods and return of disputed goods.

On any claims Buyer must institute legal action against Supplier within one (1) year after claim arises, and thereafter all claims shall be barred notwithstanding any statutory period of limitations to the contrary.

In the event of a breach by Buyer, Seller shall, in addition to all other remedies provided by law, be entitled to costs and actual attorney's fees and the maximum rate of interest allowed by law.

Indemnification: Upon notice Buyer shall, at its own expense, settle or defend any dispute or threatened action against Supplier, alleging nonconformance to any labeling regulations, or for conflict with the rights of third parties in connection with trademarks, designs, labels, copyrights or unfair competition on goods furnished in accordance with Buyer specifications, and shall indemnify Supplier against any resulting claims, damages or attorneys fees and expenses. Except to the extent that Buyer has an allowable claim against Supplier under this contract, Buyer shall also indemnify Supplier against any damage or expense due to litigation or threatened litigation by a purchaser or user of Buyer's product.

Contingencies: Supplier is excused for non-performance due to causes beyond its reasonable control, which render performance impracticable. Similar causes shall excuse Buyer other than for specially run goods, which are completed, or in process.

Miscellaneous: The non-discrimination clauses contained in Section 202 of Executive Order 11246 as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. Supplier shall not be subject to any obligation other than those set forth in this contract which may arise from Buyer's relationship with the United States or third parties. This contract supersedes all prior written or oral undertakings, constitutes the entire agreement and may be neither changed nor waived in any respect except as agreed by both parties in writing. Failure to enforce any provision shall not operate as a waiver. In the event of dispute the parties agree that the Uniform Commercial Code shall govern this transaction, of if the Code is not in effect then the internal law of the State of Wisconsin shall apply.

Inventions/Design Patents: As used herein, the term "Design Patents and Inventions" includes inventions, improvements and discoveries (whether or not they are patentable); and the term "Works of Authorship" includes writings, drawings, software, and other works of authorship, whether or not they are copyrightable.

All inventions, documents, and any other tangible property relating in any way to the work of Supplier for Buyer are the exclusive property of Supplier, and Buyer agrees to return all such documents and tangible property to Supplier upon Supplier's request. Buyer agrees not to divulge or use any of the inventions/design patents, including proprietary technical and business information of Supplier for Buyer's benefit, or the benefit of other(s), unless specifically authorized, in writing, by supplier.

Buyer agrees to give Supplier all assistance reasonably required to perfect, protect and use its rights to inventions/design patents and works of authorship. In particular, Buyer will sign all documents, do all things, and supply all information that Supplier considers necessary or desirable to transfer, or record the transfer, of Buyer's entire right, title, and interest in any inventions and works of authorship and to enable Supplier to obtain patent, copyright, or other legal protection for inventions and works of authorship. Any out-of-pocket expenses related thereto shall be paid by Supplier.