

General Conditions

Warranty

Samples, in any submitted and/or the material covered hereby represent the material we believe to be a suitable material for the application based on information furnished to us. Our products are sold with the understanding that you will test this material in actual use and determine for yourself its adaptability to your intended uses. Materials ordered based on sample submitted will correspond with the sample in quality.

We warrant to you that our products are free from defects in material and workmanship but limit our obligation under this warranty to replacement of the product shown to our satisfaction to have been defective at the time we sold it.

This warranty does not extend to any persons obtaining the product from you.

The Warranty is in lieu of any other warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose and of any other obligations of liability on our part. Under no circumstances will we be liable for any loss, damage, expense or consequential damages of any kind arising in connection with the use or inability to use our products.

Quantities

Prices in relation to a given quantity apply only to a continuous production run of that quantity unless specifically otherwise stated. Such continuous run being at our discretion. In case quantities are reduced or shipping instructions necessitate runs of lesser quantities the price applicable to the lesser quantity shall apply. If lesser quantity is not covered by quotation, adjustment of price shall be made under formula regularly used by us.

Overruns and Underruns

On special orders, we reserve the right to ship not in excess of ten percent over or under the quantity ordered.

Shipment

In ordering, the customer should state explicitly the method of shipment preferred and by what carrier. In the absence of shipping directions, we will use discretion in forwarding the goods. We assume no responsibility for placing of valuations upon shipment unless specifically requested to do so by the customer.

Taxes

The state prices do not include any sales, use, or other excise tax and the amount of any thereof which we are required to collect will be invoiced to you

Patents

In the event any product furnished you by us is claimed to infringe any United States letters patent issued at the time you order is accepted by us, we agree to produce for you at our option either the right to continue to use such product or to replace the same with non-infringing product or to accept redelivery thereof and reimburse you for the purchase price and any transportation expense incurred by you. Should any litigation be instituted against you based upon a claim that the product in the condition when received by you infringes any United States patent, we will undertake the defense thereof in your behalf provided we are notified promptly in writing and furnished copies of all process and pleadings and are given authority, information, and assistance at our expense for the defense thereof. Under no circumstances shall we have any responsibility to you for infringement if our product has been modified in any respect or for any settlement or promise made with respect thereto without our prior written consent or shall we be liable for any special or consequential damages claimed to have been sustained by you or any user of such product.

Acceptance and Fulfillment of Orders

Orders are subject to acceptance by us only at our office, Menomonee Falls, Wisconsin. The acceptance and fulfillment of orders and agreements by us are contingent upon and subject to accidents, breakdowns, strikes, riots, sabotage, insurrection and war, and delays. Interruptions in or failure of sources of material supplies, equipment, labor, and transportation, and to the acts of God or the public enemy, or to other causes and conditions, whether of like or different nature affecting us, and to orders, contracts, priorities, directives requisitions, or requests of the federal or state governments of the United States of America, whether or voluntarily assumed.

Claims

All claims must be made within 30 days after receipt of goods. The cancellation or suspension of your order will not be accepted on terms which will not fully indemnify us against loss, including recovery of all direct costs, incurred, attendant normal indirect and overhead charges, and reasonable profits.

Returns

Permission must be obtained from our office to return any goods furnished by us.

Contrary Terms and Conditions

Your order is/will be accepted only on the terms and conditions contained herein and the provisions of any purchase orders or other writings inconsistent herewith shall not constitute a part of the contract of sale. If any of the terms and conditions hereof are not acceptable we must be so notified by you promptly.

Entire Agreement

This writing is extended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof.

Government Orders and Quotations

The products involved herein are standard commercial items and do not constitute or relate of experimental, developmental, or research work for any division, service, administration, or agency of the U.S. Government. No governmental rules, regulations, terms or provisions call for the granting or transferring of any patent rights or licenses or proprietary data shall apply. We certify that we offer our standard products to comparable purchasers at the same price and that special products are priced in the normal commercial manner and at prices

Terms of Payment F.O.B. Point

Net 30 days, F.O.B. Menomonee Falls, Wisconsin, open account terms subject to approval by the credit department after receipt of the order.

Certification

We hereby certify that these goods were/will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act as amended, and of Regulations And Orders Of The United States Department of Labor issued under Section 14 thereof

Artwork

Due to special mechanical requirements in the manufacture of our products, all artwork submitted by customers is subject to our approval. If additional charges for retouching and/or rework are necessary, you will be notified and billed at cost.

Tooling Charges

Tools will be maintained free of charge by us while being used in production. Tools are our property.

Modifications to Be In Writing

No waiver or modification of any of the provisions hereof shall be binding upon us unless in writing and signed by an authorized representative.

Applicable Law

This transaction shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.