

**MIDWEST FINISHING SYSTEMS INC.
TERMS AND CONDITIONS OF SALE**

1. Agreement of Sale, Acceptance. Any acceptance contained herein is expressly made conditional on Buyer's assent to any terms contained herein that are additional to or different from those proposed by Buyer in its purchase order and, hence, any terms and provisions of Buyer's purchase order which are inconsistent with the terms and conditions hereof shall not be binding on the Seller. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt hereof, acceptance of the terms and conditions hereof by Buyer shall be deemed made and, in the absence of such notification, the sale and shipment by the Seller of the goods covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof.

2. Entire Contract. This contract constitutes the final and entire agreement between Seller and Buyer and any prior or contemporaneous understandings or agreements, oral or written, are merged herein.

3. Prices. No price shall be binding upon Seller unless said price has been quoted, in writing, by an authorized representative of Seller. Any price so quoted shall expire 30 days after the date of the quote unless revoked earlier by Seller.

4. Warranty; Liability; and Loss Limitations. The warranty specified in this paragraph is the sole and exclusive warranty relating to the goods and is in substitution for and in lieu of any and all warranties, expressed or implied or statutory, including the warranty of merchantability and the warranty of fitness for a particular purpose. We warrant that processing and finishing shall meet customer's specifications supplied in writing with the order and that such processing and finishing shall be free from defect in material or workmanship. If the customer specifies methods and procedures to be followed, we will assume no responsibility for the correctness of such methods and procedures or the result when they are followed.

In no event shall Seller's obligation and liability under this contract extend to direct, indirect, punitive, special, incidental or consequential damages or losses Buyer may suffer or incur in connection therewith, such as but not limited to loss of revenue or profits, damages or losses, as a result of Buyer's inability to operate, or shut down of its plants or operations, loss of use of the goods or associated goods or cost of substitute goods, facilities or services, inability to fulfill contracts with third parties, injury to good will, nor shall it extend to damages or losses Buyer may suffer or incur as a result of claims, suits or other proceedings made or instituted against Buyer by third parties, whether public or private in nature.

Our maximum liability for any cause or claim is limited to two times our processing charges on such material, or actual proven damages, whichever is the lesser. Our charges are based on this policy limiting liability.

5. Taxes. The price of the goods does not include sales, use, excise, ad valorem, property or other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the manufacture, production, sale, delivery, consumption or other use of the goods covered by this contract. Buyer shall pay such taxes directly or reimburse Seller for any such taxes which it may be required to pay.

6. Payment. The specific terms of payment are as specified in writing by Seller. If the Buyer shall fail to make any payments in accordance with the terms and provisions hereof, the Seller, in addition to its other rights and remedies, but not in limitation thereof, may, at its option, defer shipments or deliveries hereunder, or under any other contract with the Buyer, except upon receipt of satisfactory security or of cash before shipment.

7. Shipment, Risk of Loss, Title. The goods shall be shipped f.o.b. Seller's shipping points. Risk of loss and title shall pass to Buyer upon delivery to the carrier. We assume no liability for any loss or damage to merchandise or material while in transit to or from our factory, in trucks or vehicles owned or operated by the customer, or any third person acting in our or the customer's behalf.

8. Delays in Deliveries. Seller shall be excused for delay in delivery, may suspend performance and shall under no circumstances be responsible for failure to fill any order or orders when due to acts of God or of the public enemy, fires, floods, riots, strikes, freight embargoes or transportation delays; shortage of labor; inability to secure fuel, material supplies, or power at current prices or on account of shortages thereof, any existing or future laws or acts of the Federal or of any State Government (including specifically but not exclusively any orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of Seller's business; or any cause beyond Seller's reasonable control.

9. Payment Terms. Unless otherwise expressly agreed in writing, all payments are due 30 days after the shipping date. Invoices unpaid on due date shall be considered delinquent and thereafter be subject to a finance charge computed by a single monthly periodic rate of 1.5%, being an annual percentage rate of 18%. In addition to interest, customer shall be responsible for all of our costs of collection, including but not limited to actual court costs and actual attorney's fees. Any default by customer with respect to any scheduled payment shall constitute a default under the entire agreement and we shall be entitled to terminate any further services or deliveries and be entitled to all damages and remedies available at law or in equity, including the recovery of our anticipated profits on uncompleted portions of the job.

10. Choice of Law. The terms and provisions of the transaction between the parties shall be governed by the laws of the State of Wisconsin and venue with respect to any action shall lie in Waukesha County, Wisconsin.