

Terms and Conditions Green Bay Anodizing, Inc.

The following Agreement is incorporated by reference to all purchase agreements between Green Bay Anodizing, Inc. and its Customers. The parties recognize that the sciences of anodizing and metal finishing are imperfect and subject to variables. Although Green Bay Anodizing, Inc. (hereinafter "GBA") strives to provide the highest quality product, the parties acknowledge the limitations and variables of these processes.

1. Quotations. All quotations are subject to acceptance within ninety days of issuance, unless otherwise specified. Any modifications to a quotation must be in writing. Quotations, orders, agreements and any modifications thereof, are subject to change in the event of any occurrence beyond the control of GBA, including but not limited to strikes, boycotts, accidents, thefts, fires, shortage of materials, casualty or any other Act of God. GBA reserves the right to reject work or access addition charges for any base metal which fails to adequately satisfy the agreed standard of the parties.

2. Materials. All Orders are conditional upon Green Bay Anodizing, Inc.'s ability to obtain the necessary raw materials at a reasonable price and quantity. All Orders are subject to GBA's supply schedules and any government regulations, orders, directives and restrictions which may be in effect. Any tools, racks and equipment specially required for the performance of the Order which have been either designed or built by GBA shall remain the property of GBA regardless of whether the Customer is charged with the time and/or materials in connection therewith.

3. Cancellations. In the event a Customer cancels any Order, Customer agrees to reimburse GBA for all expenses incurred by GBA prior to such cancellation including but not limited to any work completed, any work in process and tooling and/or engineering expenses.

4. Delivery and Risk of Loss. All Orders are F.O.B. GBA's plant, 2074 Ashland Avenue, Green Bay, Wisconsin and all risk of loss shall pass to Customer at that time regardless of the method of shipment elected by Customer. GBA is not an insurer of Customer's goods while such goods are in the possession of GBA. GBA shall not be liable to Customer for any loss to such goods arising out of, but not limited to, loss by fire, explosion, theft, pilferage, vandalism or any other casualty while such goods are in the possession of GBA. The parties may alter this waiver of liability in writing, and for additional consideration to GBA.

5. Nonconforming Goods. Customer shall inspect all goods upon tender and delivery by GBA, and if any of the goods be nonconforming goods, Customer must notify GBA, in writing, within 10 days of GBA's tender and delivery of the goods describing the nature of any nonconformity, or the nonconformity is waived. A shrinkage of quantity in processing of five percent (5%) or less shall not constitute a nonconformity hereunder.

6. Installment or Partial Delivery. GBA reserves the right to make installment or partial delivery to Customer of the Order. Customer agrees to make payment to GBA for any installment or partial delivery. Any defects in product or delivery hereunder shall not constitute grounds for declaring the Order to be breached in its entirety.

7. Warranties. GBA grants Customer a limited warranty that the processing and finishing performed by GBA shall be free from defect in material or workmanship on materials not previously plated, finished, sandblasted or masked by Customer or third parties. No warranties are granted by GBA in circumstances where metal furnishing processes are unsatisfactory due to metal imperfections, changes in grade or composition of materials, manufacturing or fabrication imperfections and similar variables over which GBA has no control. No warranties are granted by GBA in circumstances where Customer specifies the methods and procedures to be followed in the metal finishing processes. Except as expressly set forth in this limited warranty, no other warranties are made by GBA, and to the fullest extent permissible under law, GBA hereby disclaims all other warranties, express or implied, of any kind, including without any limitation any warranty of merchantability or fitness for a particular purpose.

8. LIMITATION ON DAMAGES. GBA SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS OR OTHER ECONOMIC LOSS OF CUSTOMER, OR ANY DIRECT, INDIRECT, SPECIAL,

CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT BY GBA, ANY OBLIGATIONS OF GBA PURSUANT TO THIS AGREEMENT OR THE FAILURE OF THE GOODS TO PERFORM IN ANY PARTICULAR MANNER. AFTER ALL POSSIBILITIES OF SALVAGE HAVE BEEN EXHAUSTED IN CERTAIN CIRCUMSTANCES GREEN BAY ANODIZING INC. IN GOOD FAITH MAY OFFER TO COMPENSATE CUSTOMER UP TO 2 ½ TIMES THE ANODIZING COSTS.

9. Confidentiality. Customer agrees not to use or disclose any confidential information obtained by Customer regarding, GBA's racking, fixturing, chemical processes or procedures. Customer acknowledges that such information is propriety and any breach of this agreement of confidentiality may result in substantial harm to GBA. Customer agrees to make GBA whole for any damages incurred by GBA as a result of Customer's breach of this agreement of confidentiality.

10. Controlling Law. This transaction shall be governed by, and this Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin without regard to any principles of conflicts of laws. Any and all legal actions or proceedings shall be brought only in the federal or state courts located in Brown County, Wisconsin, and Customer consents to the exclusive jurisdiction of such courts and waives any objection to such jurisdiction.

Customer Acknowledgement

Customer's authorized signature below certifies that Customer has read and understood the Terms and Conditions of Green Bay Anodizing, Inc. and Customer agrees to these Terms and Conditions. Customer agrees to pay Green Bay Anodizing, Inc. the quoted price for processing the parts subject to the Terms and Conditions set forth above.

Dated:----- -

Authorized Signature

Company/Corporation