

## APPLICATION FOR BUSINESS ACCOUNT AND STANDARD TERMS AND CONDITIONS OF SALE

**ACCEPTANCE.** These Standard Terms and Conditions of Sale (the “Agreement”) shall apply to all sales of goods, now and in the future, by Keder Solutions, LLC d/b/a Keder MacroPrint, LLC (“Seller”) to Buyer, unless otherwise agreed in writing by both parties. Acceptance shall be limited to the terms and conditions of this Agreement and the terms and conditions communicated between and agreed to by the Seller and Buyer, as applicable (“Quote”), which shall be incorporated herein; no additional or different terms or conditions, including terms or conditions set forth in any purchase order provided by Buyer, shall become part of this Agreement. In the event Buyer is not in agreement with the terms and conditions of this Agreement or applicable Quote, Buyer shall immediately notify the Seller in writing and the applicable and corresponding order for sale of goods to Buyer shall be cancelled by Seller. This Agreement may not be modified except by written agreement signed by the Chief Financial Officer. The goods shall be delivered in accordance with the legal definition under the UCC standard of “constructive delivery”. Buyer is deemed to have accepted the goods if Buyer has not provided Seller with a written notice of rejection describing in detail the reason for rejection within ten (10) days after delivery.

**PAYMENT AND TERMS.** The sales price shall be as stated in the Quote; provided, however, in the event Seller produces an overage of the goods during manufacturing, Seller may ship up to five percent (5%) of the goods resulting from such overage to Buyer, and Buyer shall be responsible to pay for the cost of the same. Payment shall be made upon terms stated on the Quote, time being of the essence. Accounts past due will be charged a late fee at a rate of 1.5% per month or the maximum amount permitted by law. Invoices may be paid via cash, check or wire transfer. Payment of invoices via credit card is accepted with a 3% processing fee for purchases over \$3,000. To the extent permitted by applicable law, Buyer shall be liable to Seller for costs of collection, including but not limited to actual reasonable attorney fees, incurred by Seller in connection with actions or efforts to collect any balance owed by Buyer. In the event that Seller believes in good faith that the prospect of payment is impaired, Seller may terminate this order in whole or in part, without liability. Buyer grants to Seller a purchase money security interest in the goods sold by Seller pursuant to this Agreement. Buyer authorizes Seller to file any documents necessary to perfect its security interest including, without limitation, a financing statement. Client hereby authorizes Seller to send periodic informational emails.

**DELIVERY.** Unless otherwise expressly agreed in writing by the parties, all shipments shall be made to a dock location for delivery. Buyer acknowledges that if a delivery is attempted with a dock-height truck and no suitable dock is available for unloading, additional charges and delivery delays shall incur, which shall be the sole responsibility of Buyer.

**RETURNS AND RESTOCKING FEE.** Returns will not be accepted by Seller more than thirty (30) days after goods are received by Buyer. Returns will not be accepted by Seller on customized items. Buyer will be charged a 25% restocking fee on any returned items.

**WARRANTY.** SELLER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE OF ANY KIND WITH RESPECT TO THE GOODS SOLD HEREUNDER. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

**LIMITATION OF LIABILITY.** Buyer’s sole remedy for nonconformance of goods shall be repair or replacement of defective goods; provided, however, Seller shall have no obligation hereunder unless Buyer has provided Seller with a clear written statement describing the alleged defect. Notwithstanding the foregoing, Seller’s obligation and maximum liability for cost of repair or replacement of any defective goods, not including labor, shall be limited based on the delivery date of the goods, as follows: (Year 1 = 100%; Year 2 = 50%; Year 3 = 25%). Notwithstanding any other provision, the total liability, in the aggregate, of Seller and Seller’s officers, directors, employees and agents to Buyer for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the goods provided by Seller shall not exceed the amounts actually received by Seller from Buyer. Notwithstanding any other provision, Seller and Seller’s officers, directors, employees or agents shall not be liable to Buyer for any special, incidental, indirect or consequential damages whatsoever.

**SUITABILITY.** Buyer shall be solely responsible for determining the suitability of the goods for its own purpose, and any advice or assistance provided by Seller shall be accepted by Buyer at its own risk. Buyer acknowledges and agrees that any technical advice or assistance provided by Seller shall not in any way create a warranty by Seller, or modify, expand or change this Agreement, and Seller assumes no obligation or liability for any advice or assistance given or the results obtained by Buyer. Buyer assumes all risks and liability for results obtained by use of the goods, whether used alone or in combination with other products.

**PRODUCTS LIABILITY.** Buyer shall indemnify, defend and hold Seller harmless from and against any loss, liability, damage and expense (including attorney fees) which in any manner may arise or result from, or be alleged to have arisen or resulted from, Buyer’s or any third party’s use or misuse of the goods sold hereunder. Buyer shall be solely responsible for compliance with any laws regulating use of the goods.

**INDEMNIFICATION.** Buyer shall defend and indemnify Seller for third party claims, damages, or liabilities to the extent actually caused by Buyer’s negligence, willful misconduct, or breach of this Agreement.

**DISPUTE RESOLUTION.** In the event of any dispute or disagreement, upon the written request of either party, the official representative of both parties shall meet in person in a good faith attempt to resolve such dispute or disagreement within fifteen (15) days. If such dispute or disagreement has not been resolved by such meeting and negotiations within thirty (30) days of the initial request, prior to taking any other action, the dispute or disagreement shall be subjected to mediation within sixty (60) days of such request using a neutral and experienced third party as agreed by the parties. The only exception to the foregoing would be any necessary filing to preserve lien rights or to avoid impacts of any statute of limitations.

**FORCE MAJEURE.** Seller shall not be liable for any failure of performance under this Agreement if such failure is occasioned by war, labor shortage, materials shortage, fire, flood, wind or by any act of God, or by any other cause beyond the control of Seller.

**ENTIRE AGREEMENT.** This Agreement is the entire agreement between the parties with respect to the transaction contemplated herein and supersedes all previous written or oral negotiations, commitments and writings. No promises, agreements, representations or warranties with respect to said transactions have been made by the parties except as set forth herein. Any provisions of any document provided by Buyer or any other document which is inconsistent with the foregoing shall be of no force and effect.

**FOB SELLER'S DOCK.** FOB Seller's dock. The Buyer shall pay costs of freight, insurance, and unloading from Seller docks to the destination. The Buyer assumes all risk after the goods are loaded at the Seller's dock. If the customer's arranged freight company does not pick up their order within 48 hours of the shipping notification, then Seller has the right to ship goods to Buyer at Buyer's expense.

**GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of Wisconsin, exclusive of Wisconsin's conflict of law provisions. Any and all claims or disputes regarding this Agreement, the rights and remedies of the parties hereunder, and all related actions or counterclaims shall be initiated and/or prosecuted exclusively in the Milwaukee County Circuit Court, Milwaukee, Wisconsin. The parties further agree to submit to the jurisdiction of said courts.

**MISCELLANEOUS.** This Agreement shall bind and benefit the parties and their respective successors and permitted assigns. Each party warrants to the other that it has the authority to enter into this Agreement and that all necessary corporate or other approvals have been obtained. Each provision of this Agreement shall be considered severable, and the invalidity of one provision shall not affect or impair the operation of any other provision of this Agreement. The failure of a party to insist on strict performance of this Agreement by the other shall not be construed as a waiver of the right to insist on such performance and no waiver by a party of any breach shall be deemed a waiver of any other prior or subsequent breach.

Customer's Acceptance:

\_\_\_\_\_ Signature  
\_\_\_\_\_ Title  
\_\_\_\_\_ Date