

Grover Corporation  
Payment Methods and Conditions of Sale

ACCEPTANCE:

Grover Corporation ("Seller") agrees to sell the products and/or services described on the purchase order hereof (the "Products") to the issuer ("Buyer") of this purchase order on the terms and conditions contained herein. No agent, salesperson, or other party is authorized to bind Seller by any agreement, warranty, statement, promise or understanding not herein expressed. This purchase order, unless otherwise stated, is for immediate acceptance by Buyer, subject to approval by Seller's home office, and is expressly conditioned upon Buyer's acceptance of all of the terms and conditions contained herein. Any additional or different terms or conditions which may appear in any communication from Buyer are hereby expressly rejected and shall not be effective or binding, unless specifically agreed to in writing by Seller and no such additional or different terms or conditions in any document submitted to Seller by Buyer shall become part of the contract between Buyer and Seller, unless such written acceptance by Seller specifically recognizes and assents to their conclusion. An objection by Buyer to the terms and conditions hereof shall be ineffective unless seller is advised in writing thereof within two (2) days. Any machinery, equipment, artwork, engravings, dies, tools, and/or supplies utilized by Seller in manufacturing the Products shall remain Seller's exclusive property, unless otherwise specified and agreed to in writing by Seller and Buyer. No course of prior dealings, no usage of the trade and no course of performance shall be used to modify, negative or supplement any terms hereof.

SHIPMENT AND DELIVERY:

Shipping dates are estimates and are subject to timely receipt by seller of all information necessary for completion of the Products. Delivery shall be complete upon delivery at the same place of manufacture to a carrier designated by Buyer, or, failing such designation, to any common carrier, Title and risk of Product loss shall pass to Buyer upon delivery to a carrier.

PAYMENT:

Payment is due at time of placing purchase order with Grover Corporation. Credit card, wire transfers and ACH's are acceptable payment methods.

PRICES AND TAXES:

Prices are subject to change by Seller should Buyer at any time make changes in the drawings, specifications or approved samples of the Products. In case of blanket orders extending over three (3) months or more, Seller may change the prices on the first day of any month. Seller shall give fifteen (15) days prior notice of any price change, whereupon Buyer may terminate the contract by notice to Seller prior to the effective date of the price change. Buyer's failure to make written objection to any change prior to the effective date shall constitute acceptance thereof. All prices are exclusive of sales taxes, values added taxes, withholding taxes, custom duties, excises, or similar charges of any kind, except to the extent shipping terms defined by INCOTERMS indicate otherwise.

INSPECTION:

Buyer will inspect all products promptly on receipt, and failure to notify Seller in writing within seven (7) days of receipt shall constitute a waiver of any discoverable defects in the Products and an unqualified acceptance of the Products. Seller warrants that at the time of delivery, the Products will be free of defects in workmanship and material, Seller conveys good title thereto, and the Products are delivered free of any lawful security interest, lien or encumbrance, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES UNDER THE U.N. (VIENNA) CONVENTION ON CONTRACTS FOR INTERNATIONAL SALE OF GOODS. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR SPECIFIC CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS. Buyer's exclusive remedy and Seller's total liability for claims will be a refund of the purchase price and associated shipping costs for defective Products, or replacement of the defective Products at no cost to Buyer, at the option of Seller. No refund or replacement will be made unless written request is received within ninety (90) days of the invoice date. No court action arising out of or related to this agreement or to the condition of the Products shall be commenced by Buyer later than one year after the cause of action is known or should have been known to Buyer. WHERE PRODUCTS ARE TO BE USED IN AIRCRAFT/MISSILE/AEROSPACE APPLICATIONS, BUYER AGREES TO DEFEND SELLER NAME SELLER AS AN ADDITIONAL INSURED UNDER ITS LIABILITY INSURANCE (INCLUDING, BUT NOT LIMITED TO, PRODUCTS LIABILITY INSURANCE AND CONTRACTUAL LIABILITY INSURANCE) AND TO PROVIDE SELLER WITH A CORRESPONDING CERTIFICATE OF INSURANCE. BUYER WILL NOTIFY SELLER WHEN PRODUCTS ARE TO BE USED IN ANY AIRCRAFT/MISSILE/AEROSPACE APPLICATION.

INTELLECTUAL PROPERTY INFRINGEMENT:

Seller will defend Buyer against any suit alleging infringement of any patent claim based on Buyer's possession or resale or unaltered Products, and shall pay any judgment resulting from such suit, provided Buyer: (i) gives Seller prompt written notice of the claim; (ii) gives Seller full control and sole direction of The defense (including settlement authority); and, (iii) fully cooperates and provides information for the defense as required. This does not apply to Products made to order of or with Buyer's design, specifications, tooling, samples, or labeling requirements. For such Products, Buyer warrants there is no U.S. trademark, patent or copyright covering them or Buyer has a right to have them made, which extends to Seller's manufacture. If Seller is sued for infringement of patent, trade secret, copyright, or trademark involving such Products or their tooling or design Buyer will defend and indemnify Seller (subject to the same three provisos). In case of such suit, Seller may at any time, elect not to manufacture the subject Products, with no liability to Buyer.

CONTINGENCIES:

Seller shall not be liable for any damage resulting from the delay or failure to deliver caused in whole or in part by circumstances beyond its reasonable control which make performance commercially impracticable. Such circumstances include, but are not limited to, fire, flood, accident or Act of God, strikes, or labor disputes, shortages of materials or components; delay or failure to carriers or suppliers; war or acts of civil or military authorities. Seller shall not be obligated to make-up any deficiencies resulting from such circumstances.

TERMINATION:

This agreement may be terminated by either party upon notice to the other for material breach of obligations hereunder, or upon insolvency, general assignment for the benefit of creditors, receivership, or any proceeding bankruptcy involving the other party. Upon termination, Buyer shall pay the order price of all finished Products, and except in case of fault by Seller reasonable cancellation costs incurred by Seller, including lost profits and unamortized tooling charges.

DISPUTES:

In the case of any dispute, claim or controversy between the parties arising under or related to this agreement, or the breach hereof, or otherwise related to the Products sold hereunder ("Dispute"), either party may require that any such Dispute be mediated by a mediator of the Lex Mundi College of Mediators, appointed in accordance with its rules. The parties shall engage in mediation within thirty days (30) after the appointment of a mediator. Any dispute not resolved by mediation shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court. There shall be one (1) arbitrator. The place of arbitration shall be Milwaukee, Wisconsin. The language of the

arbitration shall be English. The arbitration shall be governed under the laws of the state of Wisconsin, subject to U.S. federal laws governing recognition of arbitration and procedure. Neither party may commence any legal action of any kind, in any court, involving any Dispute, at any time, without first giving (30) days written notice to the other party.

NOTICE:

Any notice required or permitted under this Agreement must be in writing and sent, postage prepaid, to Grover Corporation, P.O. 340080, Milwaukee, Wisconsin, 53234. If mailed, notice shall be effective three (3) days after the mailing date and if sent by facsimile, it shall be effective upon transmission, if confirmed the next business day by mailing.

GENERAL PROVISIONS:

- a. Failure of either party to exercise any of its rights upon one occasion shall not operate as a waiver of that right on another occasion.
- b. This Agreement is severable, and if any provision is found to be unenforceable by a tribunal of competent jurisdiction, the remainder of the Agreement shall be enforceable without that provision in that jurisdiction.
- c. Any assignment of this Agreement without the express prior written consent of the other party shall be void
- d. This Agreement is governed by and shall be interpreted according to the laws of the State of Wisconsin, without regard to the state's rules regarding conflict of laws. Subject to Section 5 hereof, the U.N. (Vienna) Convention on Contracts for the International Sale of Goods shall apply to this transaction where it would do so under the laws of the United States. The parties stipulate that venue in the state or federal courts of Wisconsin are proper and convenient for any action involving this agreement.