

## TERMS AND CONDITIONS

1. **CONTROLLING:** All terms and conditions of this Terms and Conditions sheet shall be controlling over any Purchase Order Terms and Conditions or any other contract or agreement, unless amended in writing and executed by an authorized representative of MANITOWOC TOOL & MACHINING, LLC (“MTM”). Upon acceptance of the Purchase Order, the Purchase Order shall be subject to the terms and conditions of this Terms and Conditions and in the event it conflicts with the Purchase Order, this Terms and Conditions shall be controlling. Furthermore, this Terms and Conditions shall supersede any and all previous communications and negotiations and unless specifically agreed to in writing by MTM, and duly authorized by an Officer of MTM, no additional or different term or provision of any quotation, acknowledgment, invoice or other form supplied by the Buyer, shall become part of the contract.

2. **GOVERNING PROVISION:** The agreement of sale resulting from the acceptance of this order shall be construed and interpreted in accordance with the internal laws of the State of Wisconsin.

3. **DELIVERIES and CANCELLATION:** MTM shall use all reasonable efforts to comply with the timely delivery of the Purchase Order quantity(s) as requested in the Purchase Order. However, if any deliveries are not made at the times (and quantities agreed upon) MTM shall not be responsible for untimely delivery nor for conditions outside of the control of MTM such as a shortage of materials, labor strike, weather conditions, etc. and Buyer specifically agrees and acknowledges that MTM shall not be responsible for damages caused by untimely performance.

4. **LIMITED WARRANTY AND REMEDIES:** MTM represents and warrants that the goods (a) are owned by MTM or MTM has the right to transfer free and clear title to Buyer and (b) conform to the specifications. In the event the goods fail to conform to the specifications, MTM will replace the goods for up to six (6) months after said goods are delivered. MTM shall not be obligated for any labor or other costs incurred by Buyer and Buyer’s exclusive remedy in the event MTM’s goods fail to conform to the specifications shall be to have MTM replace said good pursuant to the terms and conditions of this Paragraph 4. Should any goods fail to conform to the specifications set forth in this Paragraph 4, Buyer’s exclusive remedy in the event MTM’s goods fail to conform to the specifications shall be those remedies as provided in this Paragraph 4.

5. **SHIPPING AND DELIVERY:** Unless otherwise agreed in writing, all prices are FOB MTM. Delivery shall be made in accordance with shipping instructions from Buyer (and/or Buyer’s designated sub-tiered suppliers if applicable). All requests for premium shipments shall be made in writing prior to shipment and the Buyer shall be responsible for the premium shipping charges.

6. **RISK OF LOSS:** All risk of loss and/or damage to the goods purchased shall be upon Buyer as delivery and shipment shall be FOB MTM.

7. **CONTRACT:** Buyer and MTM agree that the laws of the State of Wisconsin shall govern the validity, interpretation and enforcement of this order and its acceptance.

8. **BANKRUPTCY:** In the event of (a) any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Buyer, or (b) the appointment with or without the Buyer’s consent, of an assignee for benefit of creditors or of a receiver, or (c) Buyer’s ceasing to conduct its operations in accordance with accepted business practices (including inability to meet its obligations as they mature), then MTM shall be entitled to elect to cancel any unfilled part of this order without any liability whatsoever.

9. **WAIVER:** Neither the waiver by MTM, nor MTM’s failure to insist on performance of any term, condition or provision hereof, nor MTM’s failure to exercise any right or privilege, nor MTM’s waiver of any breaches, shall be or be construed as a waiver of any other term provision, conditions, rights, privilege or breach nor a waiver of any subsequent breach of the same term, condition or provision, nor shall it be or be deemed to be a waiver of any provisions of any subsequent order. MTM’s rights and remedies provided hereunder and by law shall be cumulative.

10. **SUBCONTRACTS:** In the acceptance of this order, it is agreed that all subcontracts will be subject to all the terms and conditions contained herein.

11. **SPECIFICATIONS:** The Buyer shall be required to provide specifications to MTM. There shall be no changes made to this part or subcomponent, processes and/or manufacturing location without approval from MTM.

All requests for change shall include the reason for change and written assurance that the change will not affect the cost. All costs incurred by MTM for unauthorized changes will require Buyer to pay for said additional costs.

12. **COSTS OF COLLECTION:** In the event Buyer fails to pay MTM within agreed payment terms from receipt of the product/goods, MTM shall be entitled to twelve percent (12%) interest per annum on the outstanding balance and the Buyer shall be responsible for all costs of collection, including, but not limited to, attorneys’ fees and costs.