

Dorner Manufacturing Corporation General Terms & Conditions

GENERAL: These Terms and Conditions of Sale and the non-conflicting provisions in Dorner Mfg. Corp.'s, or any of its affiliates' (collectively, "Dorner") quotation included herewith (collectively the "Terms") shall govern in all respects all sales of goods and equipment ("Goods") from Dorner to the purchaser ("Buyer"). These Terms constitute the full understanding and entire agreement of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement. These terms supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Unless set forth in writing and signed by both Dorner and Buyer, no conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these Terms shall be binding. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Acceptance and/or fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions, whether included in Buyer's purchase order or any other Buyer forms, and does not serve to modify or amend these Terms. Issuance of a purchase order or other order (whether written or oral) by Buyer for Goods shall constitute acceptance of these Terms by Buyer. All orders are subject to final approval and acceptance by Dorner in its sole discretion.

1. **PRICES; TAXES.** Prices for the Goods shall be as set forth on the applicable quotation, plus all other charges for or relating to storage, detention, transportation, delivery, and packing. Prices are subject to change if quantities, requirements and/or specifications for the Goods change for any reason. Except as otherwise provided in the quotation, all prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties, fees and charges of any kind that are imposed on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, fees and taxes and shall indemnify and hold harmless Dorner from the same.
2. **VALIDITY.** Quotations are valid for 30 days from the quotation date unless otherwise stated in writing by Dorner.
3. **DELIVERY/SCHEDULE.** Delivery dates and schedules set forth in the quotation are estimates only, exclude Federal recognized holidays and are subject to change by Dorner for any reason without liability to Dorner. With respect to non-standard Goods, (i.e. Goods for which final layout and functionality drawings are not yet available), an estimated delivery date will be established upon Dorner's receipt of final, approved drawings from the Buyer. After Dorner's acceptance of Buyer's purchase order, preparation of initial drawings by Dorner is estimated to require the number of business days indicated on the quotation. Changes to approval drawings may extend the approval process time and affect the final price. Dorner must receive the signed, unmodified approved drawings in order to initiate the engineering/manufacturing process. This engineering/manufacturing process is estimated not to exceed the number of business days indicated on the applicable quotation.
4. **CANCELLATION.** These Terms and any order made hereunder are not subject to cancellation by Buyer and Goods delivered and accepted hereunder are not subject to return, except upon (a) written approval from Dorner in its sole discretion and (b) the payment to Dorner of a fair and equitable cancellation or return charge based upon every loss, cost (including those already incurred for work in progress, engineering time, assembly time, purchased material and other materials deemed as not reusable by Dorner) or damage that Dorner may suffer as a result plus a reasonable allowance for profit, which amount shall be determined by Dorner in its sole discretion.
5. **PAYMENT TERMS.** Payment terms are Net 30 days unless stated otherwise in the applicable quotation and are subject to credit approval. Without prejudice to any other rights or remedies of Dorner, Dorner shall have the right to charge interest, and Buyer agrees to pay interest, without further notice on all invoiced amounts 5 days or more past due at the rate of one and a half percent (1.5%) per month, or the highest rate permitted by applicable law.
6. **SECURITY INTEREST.** Dorner retains a security interest in all Goods delivered hereunder and all proceeds and products thereof until all amounts due or to become due hereunder have been paid. Any repossession and removal of Goods shall be without prejudice to any of Dorner's other remedies at law or in equity. Buyer agrees, without further consideration, at any time to do or cause to be done, executed and delivered all such further acts and instruments (including without limitation financing statements appropriate for filing) as Dorner may reasonably request in order to protect Dorner's security interest or other rights hereunder. The Buyer takes responsibility for all activity pertaining to the installation and use of said equipment while under control of Buyer even while ownership remains with Seller.
7. **FINANCIAL CONDITION.** These Terms and all shipments made hereunder shall be at all times subject to the approval by Dorner of the Buyer's financial condition. If the financial condition of Buyer at any time becomes unsatisfactory to Dorner in its sole discretion or if Buyer fails to make any payment when due, in addition to any other rights Dorner may have, Dorner may defer or decline to make any shipment or shipments hereunder or may condition such shipment upon receipt of satisfactory security or cash payments in advance. Dorner reserves the right, upon written notice to Buyer, to cancel any order made under these Terms, without liability, in the event of any of the following: failure to make payment or provide adequate security, insolvency of Buyer, the filing of a voluntary petition in bankruptcy by Buyer, the filing of an involuntary petition to have Buyer declared bankrupt, the appointment of a receiver or trustee for Buyer, the execution by Buyer of an assignment for the benefit of creditors, the discontinuance of business by Buyer or the sale by Buyer of all or substantially all of its ownership interest or its assets other than in the usual course of business.
8. **FREIGHT.** Shipment of all domestic, USA, Goods shall be F.O.B Dorner's facility, Hartland WI, USA unless otherwise stated on the quotation, whereupon title and risk of loss or damage to the Goods shall pass to the Buyer upon release of the goods to the carrier. Shipment of all international, non-USA, Goods shall be chosen by the Seller in accordance with the latest version of Incoterms unless otherwise chosen by the Buyer. The method and carrier shall be selected by the Buyer or Dorner will choose "best way". Buyer shall inspect all Goods against shipping papers and for damages or shortages upon receipt of Goods at destination. Every claim for loss, damage in transit or other cause visible upon inspection shall be made with the carrier. Claims for shortage must be made within thirty (30) days of receipt. All shipment insurance and similar charges shall be borne by the Buyer.
9. **PACKAGING.** All shipments are packaged appropriately for standard truck or airfreight. Any special packaging requirements for ocean, export or otherwise (i.e. pest free materials) must be clearly noted in Buyer's purchase order and may result in additional charges.
10. **INSTALLATION.** Installation, on-site assembly and interfacing with other equipment are the responsibility of Buyer and not included by Dorner unless otherwise specified in the quotation.
11. **ACCEPTANCE.** Except as otherwise provided herein, all Goods delivered pursuant hereto shall be conclusively deemed accepted unless, within thirty (30) days after the date of delivery of the Goods, Dorner receives written notice of rejection due to a defect in material or workmanship. If Goods are rejected, Buyer shall only be entitled to the remedies provided in Section 12 below, which are Buyer's sole remedy under the Terms. Acceptance as previously mentioned shall constitute acknowledgement of full performance by Dorner of all of its obligations hereunder.
12. **WARRANTY; LIMITATIONS ON LIABILITY.** DORNER OFFERS A LIMITED WARRANTY ON THE GOODS. A COPY OF THE WARRANTY FOR THE APPLICABLE GOODS BEING SOLD HEREUNDER, INCLUDING A DESCRIPTION OF LIMITATIONS ON DORNER'S LIABILITY WITH RESPECT TO THE GOODS, IS ATTACHED TO THE QUOTATION INCLUDED HERewith AND IS ALSO AVAILABLE AT DORNER'S WEBSITE (<https://www.dornerconveyors.com/parts-services/10-year-warranty>).
13. **INTEGRATION; SAFETY.** DORNER DOES NOT WARRANT THE INSTALLATION OF THE GOODS OR THE SUCCESSFUL OPERATION AND/OR INTEGRATION OF THE GOODS WITH OR INTO ANY APPLICATION OR PROCESS OF BUYER OR ANY THIRD PARTY. It is the responsibility of Buyer to integrate the purchased Goods in accordance with their application requirements. Stability and safety of installation is the sole responsibility of Buyer. Point of installation guarding and all other safety equipment is the sole responsibility of Buyer. Dorner shall not be liable for improper installation, and Buyer shall indemnify and hold harmless Dorner's against the same. All environmental, health and safety considerations are the sole responsibility of the buyer including but not limited to adherence to all state, local and federal laws.
14. **FORCE MAJEURE.** Dorner shall not be liable to Buyer to the extent delivery of goods is prevented, restricted or delayed due to an act of God, war, terrorism, civil unrest, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, mechanical breakage, failure or malfunction of machinery or apparatus, national

Dorner Manufacturing Corporation General Terms & Conditions

defense requirements, or any cause beyond the reasonable control of Dorner, which prevents or hinders the manufacture or shipment of the Goods or of a material upon which the manufacture of the Goods is dependent.

15. **OWNERSHIP OF MATERIALS.** All devices, equipment (other than the Goods delivered hereunder), designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Dorner in connection with the Goods delivered hereunder and all related intellectual property rights, shall be and remain Dorner's property. Buyer shall not disclose any such material to third parties without Dorner's prior written consent.
16. **CONFIDENTIALITY.** Neither party shall disclose any confidential or proprietary information of the other party without the prior written consent of such other party.
17. **ASSIGNMENT AND SUBCONTRACTING.** Buyer shall not assign its rights and obligations under these Terms without Dorner's prior written consent. In the event of an assignment without Dorner's prior consent, upon written notice to Buyer, Dorner shall have the right to make unilateral adjustments to the payment terms hereunder, including without limitation, Price or other charges, requiring cash in advance for deliveries or the posting of additional security.
18. **NOTICES.** Any notice, direction or other information required or permitted to be given by either party under these Terms shall be deemed to have been validly given if served to the party in writing via e-mail, fax or via postal service to the address or number set forth in Dorner's quotation, with respect to Dorner, and in Buyer's order, with respect to Buyer.
19. **INDEPENDENT CONTRACTORS.** The relationship of Buyer and Dorner under these Terms is that of independent contractors and nothing in these Terms shall be construed to create any other relationship between Buyer and Dorner. Neither Buyer nor Dorner shall have any rights, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
20. **NO THIRD PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
21. **AMENDMENTS; SEVERABILITY; HEADINGS.** All modifications and amendments to these Terms must be agreed to by the parties in writing. If any provision of these Terms is declared invalid or unenforceable, all other provisions of these Terms shall remain in full force and effect. The paragraph headings hereof have been inserted for the convenience of the parties and shall not be considered in the interpretation or construction of these Terms.
22. **APPLICABLE LAW.** These Terms shall be interpreted under the laws of the State of Wisconsin, without reference to conflict of law provisions. All disputes arising hereunder shall be resolved in a court of competent jurisdiction serving Waukesha County, Wisconsin. Buyer hereby consents to the jurisdiction of the state and federal courts sitting in or serving Waukesha County, Wisconsin and waives any claim that a proceeding brought in such courts has been brought in an inconvenient forum.

4828-3188-5700, v. 2 (revised 4/20/2019)