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Standard Terms and Conditions of Sale

1. APPLICATION: These Terms apply to all sales made by Seller and shall be the exclusive statement of the contract of sale between Seller and Buyer. Modification of these Terms may be made only in writing delivered by Seller. By accepting delivery of goods, Buyer accepts these Terms as so modified, any terms in any purchase order or other document delivered by Buyer which are in addition to or inconsistent with these Terms are hereby objected to and rejected and neither Seller's sale of products nor any other course of conduct by Seller will constitute acceptance by Seller of any such terms. These Terms and Conditions are subject to the Non-Exclusive Supply Agreement, dated effective February 28, 2019, by and between Durex Products, Inc. and Weir Slurry Group ("Supplier Agreement"). In the event of a conflict in the terms of each agreement, the terms of the Supplier Agreement shall control.

2. TERMS OF PAYMENT: For contracts with a price of less than \$100,000, net cash thirty (30) days, unless otherwise agreed in writing. Invoices will be dated date of delivery FOB Seller's place of manufacture on if other delivery terms apply, then invoice will be dated date of shipment by Seller. For contracts with a price of \$100,000 or more, the following payment terms will apply:

- (a) Ten percent (10%) of the total contract price shall be paid within two (2) weeks after contract award date;
- (b) Twenty-five percent (25%) of the contract price shall be paid upon initial submittal of product general arrangement drawing(s);
- (c) Twenty-five percent (25%) of the contract price shall be paid four (4) weeks after Buyer's release to manufacture;
- (d) Twenty percent (20%) of the contract price shall be paid six (6) weeks prior to estimated deliveries; and
- (e) Balance shall be paid on delivery.

Interest will accrue on all overdue payments from the due date until paid in full at the annual rate of 12%."

3. SHIPMENT: All shipments are FOB Seller's place of manufacture or storage unless otherwise stated in writing. Dates of delivery are estimates and Seller is not liable for delays. In the case that the Buyer is not ready to accept or cannot accept delivery of shipment within 2 weeks of the notification of readiness to ship, the Seller will invoice the order and store the goods at the Buyer's expense. A storage fee of 1.5% per month will be charged and invoiced 2 weeks after notification of readiness to ship and each month thereafter. Any and all additional charges due to delays in shipping after notification of readiness will be to the account of the Buyer.

4. TITLE OF GOODS AND RISK OF LOSS: Title to goods sold passes to Buyer upon shipment by Seller at which time risk of loss and damage passes to Buyer.

5. QUOTATIONS AND PRICES: Prices are subject to change without notice. Unless otherwise agreed in writing, goods shipped pursuant to an order calling for delivery in installments will be billed at the price in effect at the time of delivery of each installment. The amount of all present or future taxes, duties, excises, license fees and other charges applicable to goods sold to Buyer shall be added to the purchase price and shall be paid by Buyer, or in lieu thereof the Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. RETURNED GOODS: Returns will be accepted only by prior authorization and if shipped freight prepaid. Seller will issue a Return Goods Authorization (RCA) number and that number must accompany all returns, otherwise, shipment is subject to refusal and return at Buyer's expense. Returned goods are subject to a 25% handling/restocking charge.

7. WARRANTIES AND LIMITATION OF LIABILITY: Seller warrants that the goods sold to Buyer shall be free of defects in workmanship and material at the time of delivery. Unless Seller receives Buyer's notice of breach of warranty within thirty (30) days after the date of delivery, Seller shall have no liability as to such goods under this warranty. Seller's liability under this warranty shall be limited to replacing, repairing, or issuing credit for any defective or nonconforming goods sold to Buyer. Promptly after providing the notice required hereby, Buyer will obtain an RCA and return the goods claimed to be in breach of warranty to Seller as Seller directs. Upon receipt of such goods from Buyer, Seller will examine such goods to determine if such goods are not as warranted and were not affected by misuse, neglect, improper installation, repair, alteration, or accident. If Seller determines that such goods are not as warranted and were not so affected, then as the sole and exclusive remedy for breach of warranty: Seller shall promptly and at its discretion replace, repair or issue a credit for such goods. Repairs to, alteration of, or work done on goods warranted hereunder without prior written authorization shall void all warranties applicable thereto. THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY, EXPRESS OR IMPLIED, AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. CLAIMED SHORTAGES: Claims for errors in quantity of goods sold or shipped to Buyer shall be deemed waived and released by Buyer unless made in writing within ten (10) days after delivery.

9. ORDER CANCELLATION, CHANGES OR DELAYS: If Buyer cancels an order it will within thirty (30) days after cancellation pay to Seller an amount equal to 10% of the contract price plus actual direct and indirect expenses relating to the contract incurred by Seller including future expenses which Seller is not able to avoid: all as billed by Seller to Buyer. Buyer may change an order only after agreeing with Seller as to the amount of price increase necessary to compensate Seller for its additional costs as a result of the change. If Buyer requests a delay in shipment, the price shall be due and payable as if delivery had been made on the originally scheduled date and Buyer shall pay Seller any additional costs, as noted in clause 3, it incurs for storage or resumption of work.

10. SAFETY DEVICES: Only such safety guards and devices as are specified in the contract shall be supplied by Seller. Any other safety guards or devices required by law or otherwise desirable shall be Buyer's responsibility.

11. LIMITATION OF LIABILITY: Seller's liability for any cause of action arising out of the sale of goods hereunder whether based on negligence, strict liability, breach of contract or other principles shall be limited to the price payable for the goods to be sold hereunder. In no event shall Buyer or Seller be liable for consequential, incidental or special damages, including lost profits or sales, loss of production and damages claimed by customers. All claims of any kind of Buyer arising from the sale of goods hereunder shall be waived unless made in writing within thirty (30) days after the claim arises.

12. FORCE MAJEURE: Seller will not be liable for delay in delivery or in performance of its other obligations if (a) the delay results from circumstances beyond Seller's reasonable control, (b) Seller promptly notifies Buyer of the delay, and (c) Seller makes reasonable efforts to overcome the effect of the delay. If the delay exceeds sixty (60) days, Buyer may cancel the order without liability.

13. DISPUTE RESOLUTION: Any disputes arising under these Terms or in connection with the sale of goods to which they apply shall be resolved through arbitration under the Rules for Commercial Arbitration of the American Arbitration Association by one arbitrator appointed pursuant to such rules. Buyer and Seller shall be bound by the decision of such arbitrator. The place of arbitration shall be Milwaukee, WI.

14. GOVERNING LAW: This Agreement is to be governed by and construed in accordance with the laws of the State of Wisconsin.