



## Winona Pattern & Mold

### TERMS AND CONDITIONS OF SALE

#### 1. Contract

Winona Pattern & Mold offers to perform the services described in the quotation, if and only if, the customer agrees to the terms and conditions described in this document. If the customer submits a purchase order to Winona Pattern & Mold with terms and conditions that conflict with those described in this document, the Winona Pattern & Mold will reject the purchase order until terms are agreed upon in writing.

#### 2. Payment/ Pricing Terms

Quoted prices are valid for 90 days (3 months) after they are submitted. For jobs that are quoted over \$100,000; if the lead time is greater than 8 weeks and less than 18 weeks, 30% of the cost is due with the purchase order, 30% is due at the midway date, and 40% is due 30 days from delivery. If the lead time is equal to or greater than 18 weeks, 20% of the cost is due with the purchase order, 20% is due at week 6, 20% is due at week 12, and 40% is due 30 days from delivery. For jobs quoted under \$100,000 the standard terms are Net 30. Winona Pattern & Mold reserves the right to charge a late payment fee of 1.5% per month on all amounts not paid in full when due, payable on demand.

#### 3. Lead Time

The lead time for the quoted deliverables will come into effect **AFTER** CAD design approval by customer.

#### 4. Upcharges

The quoted purchase price may be increased due to a change in the initial quoted design for the project. PRICES STATED ARE SUBJECT TO INCREASE IN THE EVENT OF THE ENACTMENT, AMENDMENT OR MODIFICATION OF ANY TARIFFS OR DUTIES RESULTING FROM INVESTIGATIONS PURSUANT TO SECTION 232 OF THE U.S. TRADE EXPANSION ACT OF 1962, AS AMENDED.

#### 5. Delays

If there is an issue that arises causing a halt in the completion of a job, such as engineering issues, design concerns, or additional changes, Winona Pattern & Mold must be paid in full for the cost (labor/materials) leading up to the impediment. The customer will not be charged during stagnant period of the project. When the project moves forward the customer shall continue payments based on the standard terms and a new delivery date will be negotiated.

#### 6. Cancellation

Customer shall have the right to cancel its order upon satisfaction of all of the following conditions: (i) Winona Pattern & Mold shall have consented in writing to such cancellation or suspension; (ii) Customer shall at the time of its request tender payment in full of all invoices rendered by Winona Pattern & Mold to date. Winona Pattern & Mold will calculate additional cancellation charges based on labor and material consumed by the project to date and deliver an invoice to customer for payment which shall be paid in full; (iii) Customer shall bear the cost of removal of the product from Winona Pattern & Mold facilities and shall schedule removal within five (5) days of its request.

## 7. Natural Disaster

If a catastrophic disaster occurs that is out of Winona Pattern & Mold's control, Winona Pattern & Mold has the right to terminate of any agreement made prior to the disaster.

## 8. Shipping

The customer shall ship its product F.O.B. Winona, MN. Delivery of goods to a carrier at point of shipment shall constitute delivery to customer for all purposes, and thereafter all risk of loss and any and all further cost and responsibility for claims, delivery, loss or damage, including if applicable, placement and storage, shall be borne by customer.

## 9. Prices are Predicated on Receiving the Total Order Quoted

## 10. Limited Warranty

Winona Pattern & Mold warrants that its products will function per design approved by customer. Due to customers' various production processes which Winona Pattern & Mold has no control over; Winona Pattern & Mold does not warrant that its products will make acceptable final product, nor does Winona Pattern & Mold warrant any minimum amount of product from its products.

**THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL CUSTOMER, IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND EXCEPT AS EXPRESSLY SET FORTH IN THIS QUOTATION, WINONA PATTERN & MOLD MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## 11. Indemnification

In addition to its other indemnification obligations pursuant to the terms of this quotation, customer shall indemnify, defend and hold Winona Pattern & Mold harmless from and against any and all damages incurred by or against Winona Pattern & Mold which arise out of or result from: (a) any claim for bodily injury, including death or disease, or for loss of damage to property which results from or is caused by the use of any device or other good which is manufactured or sold by customer and which incorporates or otherwise utilizes any product sold hereunder and/or (b) any claim of negligence, breach of implied warranty or strict liability in tort by customer, its officers, agents, or employees, its successors and assigns and its customers, whether direct or indirect, in connection with the use of products furnished hereunder.

In the event Customer breaches this Agreement, Customer agrees to pay all damages sustained by Winona Pattern & Mold. Customer also agrees to pay all of Winona Pattern & Mold's costs of collection including its reasonable attorneys' fees. **Choice of Venue and Jurisdiction:** Customer consents to jurisdiction and venue in the State of Minnesota, County of Winona. Customer agrees that any litigation between Customer and Winona Pattern & Mold must be brought in Winona County District Court, State of Minnesota or in the Federal Courts for the State of Minnesota and Customer agrees and consents to such venue.