



TEEL PIPE LLC TERMS AND CONDITIONS OF SALE

1. Offer, Cancellation and Governing Terms. This document is an offer counter-offer by Teel Pipe LLC ("Seller") to sell the goods or services described to the buyer to which it is directed ("Buyer") in accordance with these terms and conditions of sale (these "Terms and Conditions"); this writing is not an acceptance of any offer made by Buyer and is *expressly conditioned upon assent to these Terms and Conditions*. No additional or different terms or conditions will be binding upon Seller unless specifically agreed to in writing. Seller hereby objects to any additional or different terms or conditions in any purchase order or other communication heretofore or hereafter received from Buyer. No accepted offer may be cancelled or altered by Buyer except upon terms and conditions accepted by Seller in writing. In the event of an approved cancellation by Buyer, Buyer will pay a cancellation charge to Seller in accordance with Seller's current policies. Any clerical errors in Seller's quotations, acknowledgments or invoices are subject to correction by Seller. These Terms and Conditions are the entire agreement between the parties on the subject of the transactions described herein (this "agreement"). Seller's rights and remedies hereunder shall be cumulative. THIS AGREEMENT IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF WISCONSIN, U.S.A., WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERUNDER SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

2. Prices. The quoted prices are based on the quantities specified for delivery in a single lot unless otherwise indicated. All prices are payable in U.S. Dollars and subject to change upon notice, and are subject to adjustment by Seller for any change made by Buyer and approved by Seller in quantities, delivery or other terms, and the price of goods on order but unshipped will be adjusted to the price in effect at the time of shipment.

3. Payment. Unless otherwise agreed by Seller in writing, payment terms are net thirty (30) days after shipment of the order or any portion thereof except when Seller requires payment in advance; provided, however, that payment of the full amount of any invoice will become immediately due in the event that any payment thereon is not made when due. Buyer agrees to pay a late charge of 1.5% per month (or the highest rate allowed by law, whichever is less) on any late payments. Payments are to be made only at Seller's main office, unless otherwise agreed in writing. Buyer agrees to pay all costs, including attorney's fees, arising in connection with the collection of late payments.

4. Taxes and Other Charges. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Buyer will be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, duty, custom, fee, interest or charge, Buyer will reimburse Seller on demand.

5. Shipment, Risk of Loss and Title. Unless otherwise specified in writing by Buyer, Seller will place the goods in the possession of a carrier and make reasonable arrangement for their transportation, given the nature of the goods and industry standards. If Buyer does not specify the carrier upon placement of the order, Seller has the right to designate the carrier. Risk of loss of the goods passes to Buyer at the time the goods are tendered for shipment. Cancellation, modification, suspension or delay in shipment of

Buyer's orders will not be accepted on terms that will not fully indemnify Seller against loss.

6. Delivery; Claims. Unless otherwise provided in this document, goods shall be delivered to Buyer F.O.B. Seller's loading dock in Baraboo, Wisconsin or, for ultimate destinations outside of the United States, EXW Seller's loading dock (as defined in Incoterms 2000). Buyer will bear all expenses paid or incurred by Seller in delivering the goods. Shipments, deliveries and performances of work is at all times subject to approval of Seller's credit department. Seller reserves, the right to make delivery in installments unless otherwise expressly prohibited all such installments will be separately invoiced and paid when due. Delay in delivery of any installment does not relieve Buyer of its obligations to accept remaining deliveries. All delivery dates are approximate. All claims for shortage or other errors in delivery must be made in writing within ten (10) days after delivery of the goods with respect to which the claim is made, and failure to give such notice constitutes unqualified acceptance and waiver of all such claims by Buyer. Any claims for loss or damage to goods in transit must be made to the carrier and not to the Seller.

7. Force Majeure. Seller is not liable for any damage as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including, without limitation, any act of God, act of Buyer, embargo or other governmental act, regulation or request, flood, fire, accident, strike, slowdown, war, act of terrorism, riot, delay in transportation or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of the delivery will be extended for a period equal to the time lost because of the delay. Buyer's exclusive remedy for other delay's and for Seller's inability to deliver for any reason is rescission of this agreement.

8. Containers. Pricing includes packaging in accordance with industry standard practices. An extra charge may be imposed for compliance with special packaging instructions. All returnable containers used in connection with shipments of Seller's goods are the property of Seller and are loaned to Buyer. Buyer may use containers only for reasonable storage of Seller's goods originally delivered in them and will return containers in good condition when empty. Seller will pay return freight charges on empty containers from points in the continental United States.

9. Security Interest. In order to secure full payment of the purchase price and other amounts due, Buyer hereby grants to Seller (i) a first priority purchase money security interest in the goods sold to Buyer by Seller and (ii) a first priority security interest in any tooling procured by Seller in furtherance of Buyer's order(s) or provided by Buyer. In the event of an unpaid account open for more than ninety (90) days, Seller reserves the right to use such tooling to produce and sell parts therefrom. The security interest in the particular goods sold by Seller automatically expires upon payment in full of the purchase price of those goods.

10. Warranty. Seller warrants that all goods are at the time of delivery to the carrier free from defects in materials and workmanship. If any goods are proven to Seller's satisfaction to be nonconforming to the warranty at the time of delivery, then the affected goods will be repaired or replaced free of charge, or Seller will refund the purchase price of the affected product. The repair, replacement or refund (whichever Seller determines, in its discretion, to provide) is Seller's sole obligation and Buyer's exclusive remedy for any nonconformity or deficiency in goods furnished hereunder and is conditioned

on Buyer's return of affected goods to Seller. ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY DISCLAIMED. Any claim for breach of warranty must be made within thirty (30) days after delivery of the goods or shall be forever barred. It is solely Buyer's responsibility to determine whether the goods are suitable for any given application, purpose or use that may be intended by Buyer for the goods. Accordingly, any description of the goods (other than the specifications), whether in writing or made orally by Seller or Seller's employees, representative or agents, is for the sole purpose of identifying the goods and must not be construed as an express warranty.

11. Infringement. To the extent that any goods that Seller furnishes to Buyer are manufactured in accordance with drawings, designs or specifications proposed or furnished by Buyer, Seller is not liable for, and Buyer will indemnify and hold Seller harmless from and against, any and all losses, liabilities, damages, claims and expenses (including attorneys' fees and other cost of defense) incurred by Seller as a result of any claim of patent, trademark, copyright or trade secret infringement, or infringement or infringement proprietary right of third parties.

12. Confidential Information. All proprietary and confidential information, including manufacturing or business information, supplied by Seller remains Seller's property. The information will not be reproduced, used or disclosed to others without Seller's prior written consent. Confidential information does not include information Buyer can demonstrate: (i) is generally available to the public other than as the result of disclosure by Buyer in violation of this agreement or any other confidentiality obligation; (ii) is legally in Buyer's possession at the time of receipt from Seller, or (iii) is obtained by Buyer from a third party who is in lawful possession of the information and has the right to disclose it, but only if the third party has authorized Buyer's use thereof. Immediately upon termination of this agreement, all confidential information together with any copies must be returned to Seller.

13. Waiver: Setoff. No claim or right arising out of a breach of the terms and conditions can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in a writing signed by the aggrieved party. Seller may set off any amount due from Buyer against any amount which may become due to Buyer hereunder.

14. Consequential Damages and Other Liability: Indemnity.

Except as otherwise agreed in writing by Seller, Seller's liability with respect to the goods or services sold is limited to the warranties provided in Sections 10 and 11 of these Terms and Conditions, and, with respect to any breaches of its contract with Buyer, is limited to contract price of the goods or services that are the subject of the claim. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW WITH RESPECT TO GOODS OR SERVICES SOLD BY SELLER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND SELLER HEREBY DISCLAIMS ALL SUCH DAMAGES. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of goods or any associated equipment, cost of capital, cost of substitute goods, facilities or services, down-time, shut-down or slow-down costs, or for any other types of economic loss, or for claims of Buyer's customers or any third party. Buyer will indemnify Seller against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other cost of defense) which Seller may incur as a result of any claim by Buyer or other arising out of or in connection with the goods or services sold hereunder and based on (i) product or service defects not proven to have been caused solely by Seller's negligence or (ii)

any actual or alleged infringement of any third party's intellectual property rights arising from or related to the production in accordance with Buyer's design or specifications.

15. Governing Language. The English-language version of these Terms and Conditions shall govern and control any translation hereof into any other language.

16. Cancellation. In the event of a cancellation of an order, any completed portion of the order will be invoiced and payable at the price specified herein. All special materials, tooling, and equipment procured for the performance of the order will be invoiced and payable in the amount of Seller's cost.

18. Over-Runs and Under-Runs. Unless otherwise specified on the order, over-runs or under-runs not exceeding 10% of the quantity ordered are acceptable.