

## DOIG CORPORATION'S GENERAL TERMS AND CONDITIONS OF SALE



**EXCLUSIVE TERMS:** BUYER'S ORDER IS ACCEPTED ONLY ON THE FOLLOWING TERMS AND CONDITIONS, AND SELLER'S ACCEPTANCE IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO ANY DIFFERENT OR ADDITIONAL TERMS CONTAINED HEREIN. SELLER HEREBY OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN BUYER'S PURCHASE

ORDER. No action by seller shall be construed as acceptance of any additional or different terms in Buyer's form. Buyer shall be deemed to have accepted the terms hereof by signing and returning a copy hereof or by other written indication of acceptance, by accepting any whole or partial shipment of goods from Seller or by making any whole or partial payment to Seller, provided that, the only effect thereof shall be to agree to the terms and conditions hereof.

**PRICES AND QUOTATIONS:** All quotations are subject to change without notice. All orders, whether or not submitted pursuant to a quotation, must be accepted in writing by Seller. All prices are F.O.B. Shipping Point unless otherwise specified. Payment terms are net 30 days unless otherwise specified. A service charge at the maximum rate allowed by law will be charged on overdue balances.

**TAXES AND FEES:** Prices do not include any manufacturer's, sales, use, excise or similar taxes, charges or duties, and the amount of any thereof which Seller is required to pay or collect will be invoiced to Buyer. Buyer shall also pay any collection fees and attorneys' fees incurred by Seller in collecting payment of the purchase price and any other amounts for which Buyer is liable hereunder.

**PAYMENT:** Payment terms are net cash 30 days from the date of invoice, or as specified on the front of this form. Seller may require full cash payment in advance of shipment regardless of the terms indicated on the front hereof. If the financial condition of Buyer becomes unsatisfactory in the exclusive judgment of Seller, Seller may, by written notice, cancel this order in whole or in part. Seller may set off any amount due from Buyer, whether or not under this agreement, against any amount that may become due to Buyer hereunder.

**RETURN POLICY:** Doig Corporation can accept for return items which were purchased directly from us and are in new resalable condition. For all items, our Returns Department will advise the process and restocking fee at the time of the return. Restocking fees may vary based on the manufacturer's returns policy. Non-standard or custom products that are accepted by the manufacturer for return will be charged based on the Manufacturer's restocking fee to Doig Corporation and will be advised at the time the RGA is given. Doig Corporation follows our manufacturer's return policies.

**RGA's:** An RGA (Returned Goods Authorization) number must be obtained from our Returns Department. An RGA form is available on our website at [www.doigcorp.com/](http://www.doigcorp.com/) Call 262-376-3644 or email your request to [RMAs@doigcorp.com](mailto:RMAs@doigcorp.com). Please follow RGA instructions when returning. ORDER

**CANCELLATION POLICY:** If there is a need to cancel an order that has already been processed, received in our warehouse, assembled or shipped there may be a restocking fee. Every effort will be made to cancel the order, however, order cancellation is subject to our manufacturer's cancellation policy. If the product has been special ordered, custom, is a non-stock item, is being built to customer specifications or is a value added product, it may be non-cancelable, non-returnable or subject to a restocking fee.

**WARRANTY:** Seller warrants that products manufactured/assembled by it to be free from defects in materials and workmanship, if properly installed, maintained and operated under normal conditions with competent supervision during the period of one year or 2000 machine hours (if applicable), whichever comes first, from the date of shipment. Excluded from this warranty are (a) items, components or materials specified by Buyer and changes and/or modifications to the original system which causes a failure or attributes to other components failure; (b) any expendable or perishable tooling; and (c) environmental considerations not fully disclosed in writing to Seller which might contribute to any failure. THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller receives warranties on products and components purchased by it and its obligations with respect to such products or components shall be limited to the extent of the warranties so received by it.

**EXCLUSIVE REMEDY; LIMITATION OF DAMAGES:** Seller's total liability and Buyer's exclusive remedy under this agreement is limited to repair or replacement, at Seller's option, of any product covered by Seller's warranty which has been found to be defective, is fully paid for and is within the warranty period; provided that the product is shipped with previous authorization of Seller, freight prepaid, to Seller's facility. All return shipments are made F.O.B. Seller's factory. Seller is not responsible for removal, installation, or other incidental expense incurred in shipping the product to or from Seller. Even if the repair or replacement remedy shall be deemed to have failed of its essential purpose under Section 2-719 of the Uniform Commercial Code, Seller shall have no liability to Buyer for consequential damages, such as lost profits, lost revenue, damage to other equipment or liability or injury to a third party. Under no circumstances will Seller be responsible for any expense in connection with any repairs made by anyone other than the factory, unless such repairs have been specifically authorized in writing.

**SAFETY; HAZARDOUS MATERIALS:** Any safety related devices and their installation when provided by Seller must be approved in writing by Buyer's safety engineering department before shipment. It is Buyer's responsibility to assure compliance with all local, state and federal laws and regulations for its industry. Buyer accepts any and all responsibility for installation of any required safety devices. Buyer is also responsible for ensuring that its operators are properly trained in the setup, operation, safety and maintenance of said equipment. Buyer must supply in writing to Seller the Material Safety Data Sheet(s) required by federal law for any products or materials which Seller would have to handle hereunder which have been designated by OSHA as hazardous.

**DELIVERY; RISK OF LOSS; TITLE; INSTALLATION:** Unless otherwise agreed to in writing, delivery of product shall be F.O.B. Shipping Point. The delivery quoted by Seller is its best estimate of lead time as of the date of quotation and is subject to change without notice. Risk of loss and title shall pass to Buyer upon tender of the product to the carrier. Any claims for loss or damage after risk or loss has passed shall be filed with the carrier. Seller shall retain, and Buyer hereby grants to Seller, a security interest in any product sold by Seller here under until payment in full is received. Any original design concepts, drawings, novel techniques and inventions made by Seller in the fulfillment of this agreement will remain the property of Seller. Unless otherwise agreed to in writing, all installation and utilities will be performed by and at the expense of Buyer.

**FORCE MAJEURE:** Seller is not liable for delays in performance or delivery due to causes beyond its reasonable control, including without limitation, any delay, interruption in or failure of sources to supply materials or equipment; labor disputes, transportation problems, acts of God; or any governmental order, contract, priority, or request, whether or not voluntarily assumed. If such a delay occurs, Seller can, at its option, extend the performance or delivery date for a period of time equal to the delay or terminate this agreement.

**CANCELLATION, MODIFICATION, SUSPENSION:** Cancellation, modification, suspension or delay in shipment of Buyer's order will not be accepted by Seller on terms which will not fully indemnify Seller against loss, such indemnity to include recovery of all direct costs incurred, attendant normal indirect and overhead charges, and a reasonable profit. Nothing herein contained, however, shall be construed as requiring Seller to agree to the foregoing.

**MISCELLANEOUS:** The validity, construction and enforcement of this agreement shall be governed by the internal laws of the State of Wisconsin. If any provision, clause or part, or the application hereof under certain circumstances, is held invalid, the remainder of this agreement or the application of such provision, clause or part under other circumstances shall not be affected thereby. No waiver or modification of any of the provisions hereof shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. This constitutes the final, complete and exclusive agreement between Seller and Buyer on this subject and supersedes any prior or contemporaneous agreements, whether oral or written, thereon.