

TERMS & CONDITIONS EFFECTIVE: November 15, 2019 (IMPORTANT – READ CAREFULLY)

1. Prices quoted for machines assembled in Germany are quoted ex-works Neuwied, Germany (delivered with U.S. Customs duty paid). Prices quoted for machines shipped from the W+D facility in the USA are FOB Lenexa, Kansas. Buyer shall be responsible for and promptly pay all consumption, use, sales, value added, or GST taxes levied against the machinery covered by this quotation/confirmation of order. W+D North America Company, Inc (hereinafter referred to as W+D) shall be responsible for and shall file all claims for damage with its insurance carrier to the FOB destination point. The Buyer shall maintain sufficient insurance to cover the risk of loss or damage to the machinery until title is released in an amount not less than the unpaid balance due to W+D for the machinery covered by the quotation and with an insurance company suitable to W+D. In such case, the Buyer shall provide W+D with an insurance certificate evidencing such insurance and naming W+D as an additional insured. Prices include start-up and installation but do not include rigging of the machinery.
2. All quoted prices are firm only for the delivery specified in the quotation. Buyer agrees that it will execute and deliver to W+D any and all documents W+D deems necessary to effectuate the sale of the machinery covered by this quotation/confirmation of order including, but not limited to a security interest in such machinery and all UCC financing statements necessary to protect such security interest.
3. All shipping dates are approximate. W+D will use its best effort to maintain shipping schedules; however, under no circumstances shall W+D be liable for any damages, consequential or otherwise, due to any delay in shipment or delivery. Any storage costs, including insurance, incurred by W+D for the storage of machinery delayed in shipment at the request of the Buyer shall be paid promptly by the Buyer at the request of W+D. In the event of such a delay by Buyer, Buyer shall bear the risk of loss or damage to the machinery to the buyer's dock, and buyer shall be responsible for the filing of all claims with the carrier. All such machinery shall be shipped "freight collect" from the storage point.
4. W+D warrants that the machinery sold under the provisions of this quotation/confirmation of order, when delivered to the buyer's location specified herein shall be free from defects in material and workmanship for a period of 1 year from the date of installation, regardless of the number of shifts operated, unless otherwise expressed in the proposal and agreed to by both parties. If the buyer delays installation for a period of thirty (30) days or more, after delivery, the warranty period will take effect 30 days after the delivery of the equipment. W+D must be notified in writing of any alleged defects within ten (10) days from the appearance of such defect, and that W+D shall have no further liability for defects, latent or otherwise, after the expiration of the warranty period provided above except for defects for which W+D has been provided notice prior to the expiration of such warranty period or during the ten (10) day period thereafter. W+D shall not be bound to remove, correct, repair or alter any defect whatsoever so long as the Buyer has not fulfilled any payment obligation to W+D in accordance with the terms of this quotation/confirmation of order. The warranty provided herein does not extend to normal wear and tear, nor to damage due to incorrect or negligent treatment, or unsuitable methods of operation that are inconsistent with W+D's written specifications, defects in storage, building, housing or installation of the machine by Buyer, unsuitable ground, or chemical, electrochemical or electrical influences, nor to any other defect or treatment not due to the fault of W+D. The warranty provided herein does not extend to any improper repair or alteration of the machine conducted by Buyer or any other third party at Buyer's request unless W+D shall have agreed in writing prior to the commencement of such repair or alteration. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WHETHER OF FITNESS FOR A PARTICULAR USE OR MERCHANTABILITY, WHETHER OR NOT SIMILAR IN NATURE TO ANY OTHERS PROVIDED HEREIN, SHALL EXIST WITH RESPECT TO THE EQUIPMENT SOLD UNDER THE PROVISIONS OF THIS QUOTATION/CONFIRMATION OF ORDER, ALL OTHER SUCH WARRANTIES ARE HEREBY EXPRESSLY WAIVED BY THE BUYER. IN NO EVENT SHALL W+D BE LIABLE OR RESPONSIBLE IN ANY WAY WHATSOEVER FOR ANY CONSEQUENTIAL DAMAGES INCURRED BY BUYER. This is the sole warranty of W+D, and no other affirmations or promises made by W+D shall be deemed to create an express or implied warranty to such equipment. W+D has not authorized

anyone to make any representations or warranties other than the warranty contained herein.

5. In the event that testing or trial operation of the machinery at the place of assembly prior to shipment requires the use of paper or other supplies, such paper or supplies shall be furnished at the expense of Buyer.
6. Following the acceptance of the buyer, nothing contained herein shall be construed as authorizing the Buyer to delay or withhold any payment or payments beyond the due date for the machinery sold under the provisions of this quotation/confirmation of order. It is expressly understood that all claims on the part of the Buyer are separate and shall have no bearing on the obligation of the Buyer to make payments for the machinery sold under the provisions of this quotation/confirmation of order. If Buyer shall fail to make any payment to W+D within the payment terms, the entire unpaid balance shall be immediately due and payable, and interest shall accrue from the due date at the rate of one and one-half (1 ½) percent per month until full payment has been made in full. In addition to the accrual of interest, Buyer shall be liable for all other loss, damage or expenses directly or indirectly suffered or incurred by W+D as a result of Buyer's failure to make timely payment, including but not limited to, reasonable attorney fees and court costs incurred in connection with the collection of said payments.
7. This quotation/confirmation of order is an offer by W+D to sell goods and services as set forth herein and shall become a binding contract upon the written acceptance by Buyer. It is expressly understood and agreed by the Buyer and W+D that this document constitutes the final agreement between the parties when acceptance has been made by Buyer. Any other terms or conditions, whether contained in any purchase order, invoice, acknowledgement or any other document, which may vary from any terms or condition contained in this quotation/confirmation of order, shall have no effect unless expressly agreed to in writing by W+D. No modification, alteration, or amendment to this quotation/confirmation of order shall be made except with the written consent of both W+D and Buyer. This quotation/confirmation of order shall not be assigned by either party hereto without the written consent of the other party.
8. The provisions of this quotation/confirmation of order are severable. Once this quotation/confirmation of order has been accepted, if any provision herein shall be held unenforceable or invalid, such invalidity or unenforceability shall not affect any other provision contained herein. The provisions of this quotation/confirmation of order shall be construed and enforced under the laws of the State of Kansas. Venue for enforcement of this agreement shall be in the District Court of Johnson County, Kansas or the United States District Court for Kansas at Kansas City, Kansas.
9. All weights and dimensions given in this quotation/confirmation of order are as close to actual as practicable, but are not guaranteed, nor are they intended to be a part of the warranty provided herein. No claims will be allowed due to any discrepancy between actual weights and measurements and those listed herein.
10. For the purpose of any notice required to be given to W+D, such notice should be sent to W+D North America Company, Inc, 11300 West 80th Street, Lenexa, KS 66214.
11. W+D reserves to itself the copyright on all quotations, drawings, or any other data provided to Buyer. Such quotations, drawings or other data shall remain the property of W+D and shall not be disclosed to any other third party. If requested, Buyer shall return all such quotations, drawings, or other data to W+D. To the extent that the machinery covered by these terms and conditions contains or operates with any software, W+D hereby grants to Buyer a non-exclusive license to use the software, including any documentation supplied with the machinery, exclusively for the operation of the machinery. Buyer hereby agrees a) to use the software only for the machinery covered by these terms and conditions; b) not to copy, duplicate, revise, amend, modify, translate or reverse engineer or compile the software except as expressly authorized by W+D; c) not to remove or deface any marking, identification, or any other reference to W+D or any other developer or owner of the software.; and d) not transfer the license to use the software to a third party unless i) the third party agrees in writing to be bound by the terms of this paragraph, ii) Buyer provides to W+D a copy of the third party's written agreement to be bound by the terms of this paragraph, iii) Buyer does not retain a copy of the software

12. SPARE PARTS WARRANTY POLICY: W+D warrants that all of its spare parts sold and supplied by W+D shall be free from any defects due to imperfect materials or workmanship which may appear within 60 days of the shipping date of such spare part. W+D shall, at its discretion either replace or repair such part when it is found to be defective by W+D. This is the sole warranty of W+D and no affirmations or promises of W+D shall be deemed to create an express warranty under this policy. W+D shall not be liable for special or consequential damages which may arise under the sale of any of its spare parts. Warranty replacement parts will be shipped to Buyer only with the issuance of a purchase order, in advance, to W+D for the replacement parts. Upon receipt of returned parts, credit will be issued against the purchase order. Defective parts shall be sent to W+D at its home office at 11300 West 80th Street, Lenexa, Kansas 66214 at Buyer's expense. All defective parts replaced shall be the property of W+D.
13. W+D's liability arising out of or in connection with the Order or any breach thereof, whether based on

contract, warranty, tort (including negligence), indemnity or otherwise, shall not exceed 10% of the Ex-works Price in total. IN ANY CASE, W+D SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF PRODUCTION, ETC. Notwithstanding the aforementioned limitation of liability W+D will indemnify you for damages related to personal injury and property to the extent W+D has been compensated by its insurer according to the terms and conditions of W+D's business liability insurance. If requested by you, W+D will supply an insurance certificate. W+D's limitation of liability shall not apply in case of W+D's willful misconduct.

W+D Initials

Buyer Initials