

Latitude Corp

TERMS AND CONDITIONS OF SALE

ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS UNLESS OTHERWISE EXPRESSLY ACKNOWLEDGED AND AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF LATITUDE CORP. ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN ANY BUYER FORM, CONFIRMATION, OR ACKNOWLEDGEMENT OF THIS SALE SHALL BE OF NO EFFECT AND SHALL NOT BE BINDING UPON LATITUDE CORP. NOTIFICATION OF LATITUDE CORP.'S OBJECTION IS HEREBY GIVEN TO ANY TERM IN ANY BUYER FORM THAT DOES NOT EXACTLY MATCH THE TERMS HEREIN.:.

1. GENERAL. Latitude Corp., a Wisconsin corporation having a principal office at 1003 American Way, Verona, WI 53593-9389, and affiliates and operations in other states, ("Latitude") hereby offers for sale to the buyer named on the quote, order acknowledgement, packing slip or invoice (the "Buyer") the products listed on the face thereof (the "Products") on the express condition that Buyer is agreeing to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any form issued by Buyer shall not operate to vary any of the terms and conditions set forth herein unless expressly agreed to by Latitude in writing and signed by an authorized representative of Latitude. Buyer shall be deemed to have accepted the terms and conditions set forth herein unless Buyer objects to any term or condition set forth herein, in writing and such written objection is received by Latitude at the mailing address of PO Box 930340, Verona, WI 53593 or by fax at 608-845-2605 prior to Latitude's starting work on or purchasing material for the Products. Latitude's failure to object to terms contained in any communication from Buyer will not be a waiver of the terms set forth herein. Any proposed deviation from the terms contained herein shall require acknowledgement and acceptance in writing by an authorized representative of Latitude.

2. PRICE. All prices quoted by Latitude are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Latitude or, if no price has been specified or quoted, will be Latitude's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms or conditions which are not part of Latitude's original price quotation.

3. TAXES AND OTHER CHARGES. Prices for the Products exclude all sales, value added, and other taxes and duties imposed with respect to the sales, delivery or use of any Products hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid certificate or letter of exemption for each respective jurisdiction.

4. TERMS OF PAYMENT. Latitude may invoice Buyer on shipment for the price and all other charges payable by Buyer with respect to such shipment. All payments shall be made by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. Delays in delivery shall not extend terms of payment. If Buyer fails to pay any amounts when due, Latitude may at its discretion charge interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Latitude in collecting such overdue amounts or otherwise enforcing Latitude's rights hereunder. Latitude reserves the right to require from Buyer full or partial payment in advance, or other security satisfactory to Latitude, at any time that Latitude believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. DELIVERY; CANCELLATION OR CHANGES BY BUYER. The Products will be shipped to the destination specified by Buyer F.O.B. Buyer's dock if delivered via Latitude truck or F.O.B. Latitude's dock if shipped via common carrier. Unless otherwise mutually agreed to by the parties, Latitude will select the carrier for shipment of the Products if not by Latitude truck, but in no event will Latitude be deemed to assume any liability in connection with such shipment nor will the carrier be deemed to be the agent of Latitude. Latitude will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. The Products will be insured in transit at the expense of Buyer. Latitude reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment

to Latitude when due or otherwise fails to perform its obligations hereunder. Latitude will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Latitude's reasonable control. In the event of a delay due to any cause beyond Latitude's reasonable control, Latitude reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Latitude at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Latitude's written consent and upon payment to Latitude for the revenue earned at the time of cancellation in proportion to the costs incurred to date. Orders in process may not be changed except with Latitude's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price. Credit will not be allowed for Products returned without the prior written consent of Latitude.

6. **TITLE AND RISK OF LOSS.** Subject to the provisions of Section 7 below and to Latitude's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Latitude to the carrier or the Buyer's dock. Any claims for damage to, or loss or miss-delivery of, the Products will be filed directly with the carrier by Buyer if Products are not delivered by Latitude truck.

7. **SECURITY INTEREST.** Latitude reserves and Buyer grants to Latitude a security interest in all Products sold and all proceeds thereof to secure the full payment and performance by Buyer of its obligations and liabilities to Latitude. Buyer acknowledges and agrees that this document or copies of this document may be filed with the appropriate authorities as a financing statement and agrees to execute and deliver such other documents as Latitude may request in order to evidence or perfect such security interest.

8. **WARRANTY.** Subject to the limitations set forth herein and in Section 9 below, Latitude warrants that the Products meet the specifications as defined in Buyer's order at the time of delivery and shall be free from any defects in material or workmanship. Such warranty only extends to Buyer. Buyer shall inspect Products within 10 days after receipt and shall promptly notify Latitude of any claimed defect or nonconformity. Any Products determined to be defective in material or workmanship will be picked up via Latitude truck or returned via common carrier at Latitude's discretion. No returned parts will be accepted without a return authorization. Latitude, in its sole discretion, will either replace or repair the defective product or issue a credit to the Buyer for the discrepant parts. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the provisions of Section 5 above. **EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, LATITUDE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF LATITUDE TO BUYER (WHETHER BY REASON OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO LATITUDE FOR THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY. BUYER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL LATITUDE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER LATITUDE (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR

(b) IS NEGLIGENT.

10. **MISCELLANEOUS, INCLUDING GOVERNING LAW, JURISDICTION, AND EXCLUSIVE VENUE.** Buyer may not delegate any duties nor assign any rights or claims hereunder without Latitude's prior written consent, and any such attempted delegation or assignment shall be void. The rights and obligations of the parties hereunder shall be governed by and construed as a sealed instrument in accordance with the laws of the State of Wisconsin without reference to its choice of law provisions. Buyer and Latitude hereby irrevocably consent to personal jurisdiction in the State of Wisconsin and to the exclusive jurisdiction of the state and federal courts located in Dane County, Wisconsin, for any action arising out of or relating to the Products, and waives the right to bring an action in any other venue to which it may be entitled by domicile or otherwise. In the event of any legal proceeding between Latitude and Buyer relating to the Products, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. In the event that

any one or more provisions contained herein (other than the provisions obligating Buyer to pay Latitude for the Products) shall be held by the court to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Latitude's failure to enforce, or Latitude's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. This is the complete and exclusive statement of the contract between Latitude and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Latitude and Buyer.

11 EXPORT CONTROLLED ITEMS. Buyer will provide to Latitude the Export Class Control Number (ECCN) or Munitions List Categories as appropriate to ensure compliance with Export Administration Regulations (EAR) and the International Traffic in Arms Regulation (ITAR) for purposes of seeking and obtaining licenses and registrations from the appropriate government agencies.