

**MEADOWVALE, INC.**  
**TERMS AND CONDITIONS OF SALE**

1. **Controlling Terms.** Each order (an “**Order**”) for products and/or services (hereinafter referred to collectively as “**Products**”) received by Meadowvale, Inc. (“**Seller**”), from a third party purchaser (“**Buyer**”) shall be subject to, and constitute acceptance by Buyer of, these Terms and Conditions of Sale and Seller’s Product Guarantee (hereinafter referred to, collectively, as “**Seller’s Terms of Sale**”). In the event any terms of an Order conflict with Seller’s Terms of Sale, the provisions of Seller’s Terms of Sale shall control, unless specifically agreed otherwise in a writing signed by Seller. Any modifications, amendments or other changes to Seller’s Terms of Sale must be agreed upon in writing signed by Seller. Seller is neither a party to, nor shall Seller be bound by, the terms of any contract or agreements between Buyer and any other party.
2. **Acceptance of Order.** All orders received by Seller are subject to approval of Buyer’s credit and Seller’s approval of Buyer’s specifications for the Products being ordered.
3. **F.O.B. Point and Title.** Seller’s delivery of Products to a carrier F.O.B. shipping point constitutes delivery to Buyer and will transfer all title, ownership, and possession of the Products to Buyer.
4. **Payment Terms.** Payment terms are independent of, and are not contingent upon, the time and manner in which Buyer receives payment from any other person. All accounts that remain unpaid after the due date will accrue interest at a rate of two percent (2%) per month (annual percentage rate of 24%), or the maximum interest rate permitted by law. Buyer shall pay all costs and expenses, including reasonable attorneys’ fees, which are incurred by Seller to collect any past due accounts.
5. **Setoff.** Buyer shall have no right to setoff or deduct any sums owed to Seller under an order for any amounts that are in dispute between Seller and Buyer and relate to any other order between Seller and Buyer. Any setoff so made shall constitute a default by Buyer and Seller shall then be entitled to pursue all remedies available to Seller for such default, including, but not limited to, the Seller’s right to stop performing Seller’s obligations under any unfulfilled order placed by Buyer with Seller.
6. **Taxes.** Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer’s purchase of Seller’s Products shall be paid by Buyer directly to the appropriate governmental authority.
7. **Product Guarantee.** Seller warrants all Products that it manufactures in accordance with the terms of Seller’s Product Guarantee, a copy of which is attached hereto and made a part hereof.
8. **Cancellation.** If Buyer requests or causes a cancellation of any work performed by Seller on Buyer’s behalf, Buyer agrees to pay Seller for all costs and expenses incurred by Seller, plus overhead and profit, through and including the date of cancellation.
9. **Price Adjustment.** Increases in costs incurred by Seller from third party vendors and/or fabricators that exceed 2% of the cost used by Seller to determine the price quoted to Buyer for items not manufactured by Seller or for fabrication work performed with respect to the Products purchased by Buyer shall be passed through to Buyer based upon the actual price increase made by such third party.
10. **Limitation of Liability.** Notwithstanding anything contained in the Order to the contrary, Seller shall have no liability to Buyer for any consequential, incidental, indirect, liquidated, special, exemplary, and punitive damages arising from or alleged to arise from Seller’s breach of this Contract, as Seller’s sole liability to Buyer for breach of this Contract shall be for direct damages actually suffered or incurred by Buyer. Seller’s liability to Buyer for warranty claims shall be solely as stated in Seller’s Product Guarantee attached hereto and made a part hereof. Seller’s maximum liability to Buyer for direct damages under this Contract shall be limited to, and shall not exceed, the purchase price of the Products and services furnished by Seller to Buyer under the Order for the Products.
11. **Force Majeure.** Seller shall be excused from performance of any Order, and shall not be held liable for any damages, costs and expenses, arising from or related to any event occurring beyond Seller’s reasonable control, including, but not limited to: acts of God, disasters caused by weather or any other event, strikes, disease, epidemics, pandemics, riots, war, shortages in ingredients, materials or other supplies required for the manufacture and/or shipment of the Products for orders issued by any governmental agency.
12. **Limitation of Actions.** Notwithstanding any statutory period of limitation to the contrary, and except as otherwise provided in Seller’s Warranty, any action or claim against Seller by Buyer with respect to Seller’s furnishing of Products must be brought within one (1) year from date of Seller’s shipment or offer of shipment of the Products purchased by Buyer.
13. **Disputes and Governing Law.** All disputes and controversies arising between Seller and Buyer shall be settled by a court of competent jurisdiction in Kane County, Illinois. All agreements between Seller and Buyer shall be construed in accordance with, and governed by, the laws of the State of Illinois, and shall be construed to be between merchants.
14. **Invalidity.** If any provision of Seller’s Terms of Sale is held to be invalid or is otherwise rendered unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions thereof.
15. **Binding Effect.** This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors, assigns, and legal representatives.
16. **Entire Agreement.** This Contract constitutes the entire agreement between Seller and Buyer, and supersedes all prior agreements, negotiations, and communications, whether oral or written, between Seller and Buyer with respect to the subject matter hereof.