

MESH SYSTEMS

MESH SYSTEMS LLC STANDARD TERMS AND CONDITIONS OF SALE

All sales of any product or products ("Products") by Mesh Systems LLC, a Wisconsin limited liability company ("Mesh"), to the undersigned buyer ("Buyer") pursuant to a purchase order submitted by Buyer to Mesh and which has been accepted by Mesh ("Accepted Order"), shall be subject to the following terms and conditions (the "Terms and Conditions"), which Terms and Conditions shall be incorporated in, supplement and govern each Accepted Order and the performance of Buyer and Mesh pursuant to each Accepted Order:

1. PRICE/PAYMENT TERMS. The price ("Price") for any Products purchased by Buyer pursuant to an Accepted Order shall be F.O.B. such shipping point as Mesh shall designate ("shipping point") and for the sale price quoted by Mesh in the applicable written quotation (the "Quote") and confirmed in the applicable Accepted Order. Unless otherwise agreed to in a writing signed by Mesh, Buyer will pay the following charges (the "Other Charges") in addition to the Price: (a) freight and delivery charges; (b) insurance costs; and (c) all applicable federal, state and local taxes, excises, duties, import fees and similar fees, assessments and charges. Unless otherwise provided by the terms of the Accepted Order, Buyer's payment of the Price and Other Charges shall be net 30 days from the date of the applicable invoice. All late payments shall bear interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law. Buyer's obligation to pay the amounts due or to become due under or in connection with any Accepted Order shall be absolute and unconditional and shall not be subject to any reduction, setoff, defense, counterclaim, or deferment for any reason whatsoever. No Products subject to an outstanding Accepted Order will be shipped on credit to a Buyer if any payment due to Mesh from Buyer with regard to any transaction is overdue. If after the issuance by Mesh of a Quote a Governmental Action (as herein defined) is issued or enacted, and the effect of such Governmental Action is to require that the applicable Products include additional equipment or comply with new standards, the direct costs associated with conforming the Products to the requirements of the Governmental Action will be added to the applicable invoice and paid by Buyer. As used herein, the term "Governmental Action" means any order, decree, directive, law or regulation promulgated, issued or enacted by any legislative body or agency having jurisdiction, that pertains to the manufacture, operation or sale of any Products.

2. PURCHASE ORDERS/CONFIRMATIONS. These Terms and Conditions and the terms of any Accepted Order shall control and govern exclusively each transaction between Mesh and Buyer involving Products. Each purchase order submitted by Buyer must (i) acknowledge Buyer's receipt of the Quote and these Terms and Conditions; (ii) specify the quantity and type of Products ordered, the requested delivery date (which requested delivery date is subject to the terms of Paragraph 3 below), and the destination point for the Products; (iii) confirm the Price; and (iv) expressly acknowledge that Buyer's purchase order is subject to and incorporates all of these Terms and Conditions as a part of any Accepted Order by including in the Buyer's purchase order the following language: "This purchase order is made pursuant to the Mesh Systems LLC Terms and Conditions of Sale". Any additional terms set forth in any purchase order, offer, acceptance, acknowledgment or confirmation delivered by Buyer to Mesh in connection with any purchase and sale transaction between Mesh and Buyer involving Products, and any terms in any of the foregoing which conflict with the terms hereof, shall be without force or effect, and subsequent performance by Mesh pursuant to the Accepted Order shall be deemed to be an acceptance by Buyer of the Accepted Order without such additional or conflicting terms. To the extent that any terms or conditions set forth in any purchase order, offer, acceptance, acknowledgment, confirmation or Accepted Order conflict with these Terms and Conditions, the conflicting term set forth in the Accepted Order shall be controlling. Mesh shall have the right to make, from time to time and without notice to Buyer or any sureties or assignees, changes in Mesh's designs, specifications and engineering standards and other standards for any of the Products. Mesh's acceptance of purchase orders and shipment of Products pursuant thereto shall at all times be subject to Mesh's approval of Buyer's credit. Buyer agrees that it shall provide to Mesh from time to time any and all financial information, which Mesh reasonably requests to establish and maintain Mesh's credit approval. Notwithstanding anything in any agreement between the parties to the contrary, Mesh reserves the right to (a) change Buyer's credit authorization or require different credit terms (any such change in payment terms will be based upon the standard credit underwriting criteria then in effect at Mesh), (b) require Buyer to provide security or credit enhancements acceptable to Mesh and/or (c) require payment in advance, as a condition of accepting purchase orders or completing shipments of Products pursuant to accepted purchase orders. Mesh shall use commercially reasonable efforts to provide Buyer with as much advance notice as practicable of any change in payment terms.

3. SHIPMENT/DELIVERY/ACCEPTANCE/CHANGES. Delivery of Products under an Accepted Order shall be F.O.B. shipping point. Unless otherwise specified in the Accepted Order, Mesh shall package Products in accordance with applicable industry standards and transport the Products to Buyer by a responsible common carrier. Buyer agrees that it shall be Buyer's responsibility to ensure that the carrier delivering Products to Buyer has adequate insurance in full force and effect to cover any and all loss or damage to any Products which may result from delivery or transport of the Products. Risk of loss and damage to Products shall pass to Buyer upon delivery of the Products by Mesh to the carrier at the shipping point. Claims for any Products lost or damaged during shipment shall be filed by Buyer directly with the carrier, and Buyer is advised to note loss or damage to Products on the freight bill when signing for receipt. Mesh will make a good faith effort to honor Buyer's shipping instructions and ship Products on or before any stated shipping date; however, such shipping date is an estimate only and Mesh shall not be liable for any delays in shipment and a delay in shipment shall not relieve Buyer of its obligation to accept the Products; provided, however, that in the event Mesh fails to deliver any Products under an Accepted Order within sixty (60) days of the applicable delivery date (as extended due to and for the duration of any Force Majeure Event, as hereinafter defined), Buyer's sole and exclusive remedy with respect to that failure will be (i) to refuse delivery and direct the shipper to return the late delivered Products directly to Mesh, or, if Buyer is unable to refuse delivery, to accept delivery and notify Mesh telephonically and also confirm in writing that Buyer desires to cancel the Accepted Order with respect to such Products, in which case the Accepted Order with respect to the Products will be cancelled and the Products will be returned to Mesh at Mesh's expense according to Mesh's instructions, and all or any portion of the Price and Other Charges paid by Buyer for the Products, will be promptly refunded by Mesh to Buyer, and Mesh will have no other liability whatsoever to Buyer with respect to the late delivery. Mesh shall not be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including, but not limited to, fire, flood, strike or other labor difficulty, act of God, epidemic or pandemic, any legal proceeding, act of any governmental authority, act of buyer, war, riot, sabotage, terrorism, civil disturbance, embargo, fuel or energy shortage, wreck or delay in transportation,

major equipment breakdown, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or any act, delay or failure to act of Mesh's suppliers and subcontractors of any tier beyond Mesh's or such supplier's or subcontractor's reasonable control (a "Force Majeure Event"). In the event of delay in performance due to a Force Majeure Event, the date of shipment or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such Force Majeure Event. Inspection, acceptance or rightful rejection of Products shall be made within ten (10) days after Buyer's receipt of Products and shall promptly notify Mesh of non-conformity. Absent receipt by Mesh of timely notice of rightful rejection of any Products will constitute acceptance by Buyer of such Products. Except as otherwise provided for herein, absent Mesh's prior written approval, Buyer shall have no right to return Products, and Mesh shall have no obligation to accept returned Products. Any changes in Accepted Orders requested by Buyer, including, without limitation, design of Products, scope of work, shipment schedule releases, delivery, or increase or decrease in quantities shall only be effective if accepted in writing by Mesh. Such changes may require other terms to be modified, including price terms and Mesh reserves the right to make such adjustments. Buyer may not modify release schedules for Products after Mesh has shipped such Products.

4. WARRANTY. Mesh warrants and represents to Buyer that all Products purchased by Buyer pursuant to an Accepted Order will (i) be sold to Buyer free and clear of all liens, pledges, liabilities, and encumbrances of any type whatsoever, and (ii) be, under normal use and service, free from defects in material and workmanship for a period of one (1) year from the date of shipment. Due to the variety of uses and applications for Products, it is the responsibility of Buyer to determine the suitability of the Products for its particular application. Proper installation is the responsibility of Buyer, and Mesh assumes no responsibility for faulty or improper installation of Products. This warranty does not cover, and Mesh shall have no responsibility for any failure to meet any warranty caused by any failure of Buyer or its agents to store, install, operate, inspect or maintain the Products covered by these Terms and Conditions in accordance with the recommendations of Mesh or, in the absence of such recommendations, in accordance with the generally accepted practices of the industry, including, but not limited to, applicable quality assurance procedures relating to the installation of the items covered by these Terms and Conditions. This warranty excludes damage due to misuse, negligence, mishandling, accident, mechanical abuse, high temperature, corrosive or chemical washes, or other casualty and is limited to Buyer. This warranty does not cover material that has been repaired or altered, after delivery, unless in Mesh's opinion, such repairs or alterations did not in any way contribute to the defective condition. **MESH DISCLAIMS ANY AND ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF TITLE AND AGAINST INFRINGEMENT. MESH SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PERSON FOR ANY DAMAGE OR INJURIES RESULTING FROM ANY USE OR OPERATION OF THE PRODUCTS. ALL WARRANTIES PROVIDED HEREIN AND UNDER ANY ADDITIONAL WARRANTY ARE PROVIDED EXCLUSIVELY FOR THE BENEFIT OF BUYER AND ARE NONASSIGNABLE AND NONTRANSFERABLE, AND ARE NOT INTENDED TO BE FOR THE BENEFIT OF ANY PURCHASER OR OTHER TRANSFEREE FROM OR OF BUYER.**

5. BUYER'S REMEDIES. In the event that Mesh breaches any warranty or other provision of these Terms and Conditions, any Accepted Order or any other agreement respecting the purchase or sale of Products from Mesh, Buyer's exclusive remedy shall be the repair or replacement, at Mesh's option, of any defective Products. Under no circumstances shall the liability of Mesh, whether in contract, tort, warranty or otherwise, exceed the sum of the Price and Other Charges associated with the Products. Buyer must notify Mesh in writing of any claim regarding defective or nonconforming Products (a) within thirty (30) days after receipt of the Products with respect to any claim not covered by the warranty set forth in Paragraph 4 herein, or (b) within thirty (30) days after a defect is or should have been discovered with respect to any claim covered by such warranty. If Buyer fails to notify Mesh timely of a claim, the Products shall be deemed accepted by Buyer without objection and any such claim by Buyer shall be waived. Defective Products shall be returned to Mesh pursuant to Mesh's instructions. **THE RIGHTS AND REMEDIES PROVIDED TO BUYER HEREIN SHALL BE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES OF BUYER AND BUYER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES PROVIDED BY APPLICABLE LAW OR EQUITY, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, PUNITIVE OR ANY OTHER DAMAGES. MESH SHALL NOT BE LIABLE TO BUYER FOR ANY LOST PROFITS, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SIMILAR DAMAGES (INCLUDING LOSS OF CARGO, LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUES, COST OF CAPITAL, COST OF BUSINESS INTERRUPTION, OR ANY OTHER DAMAGES), OR ANY CLAIMS OR DEMANDS BROUGHT BY OR AGAINST BUYER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, MESH'S NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY. MESH SHALL HAVE NO OBLIGATION TO REPLACE OR REPAIR ANY PRODUCTS THAT ARE LOST OR STOLEN OR DESTROYED OR DAMAGED BY FIRE OR ANY OTHER PERIL. IN NO EVENT SHALL MESH'S AGGREGATE LIABILITY TO BUYER ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE SALE OF ANY PRODUCTS EXCEED THE PURCHASE PRICE PAID TO MESH BY BUYER FOR SUCH PRODUCTS. ANY ACTION AGAINST MESH MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. THE EXCLUSION OF INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, PUNITIVE, AND OTHER DAMAGES IS INDEPENDENT OF AND SHALL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

6. MESH'S REMEDIES. In the event of a default by Buyer, or if Mesh deems itself insecure, Mesh may suspend all shipments until all delinquencies and defaults are cured and adequate assurances of performance by Buyer are given to and accepted by Mesh. Material provided by Buyer for incorporation into or attachment to the Products shall become the exclusive property of Mesh until Mesh receives full payment for Products. **BUYER SHALL BE LIABLE TO MESH FOR AND SHALL PAY TO MESH ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY MESH TO COLLECT FROM BUYER ANY UNPAID PRICE, OTHER CHARGES OR OTHER AMOUNTS HEREAFTER OWED TO MESH BY BUYER OR OTHERWISE TO ENFORCE ANY AGREEMENT IN THE EVENT OF BUYER'S BREACH.** In the event of a default by Buyer, Mesh shall have all remedies available under the Indiana Uniform Commercial Code, Ind. Code § 26-1-1-1, et seq., as amended, and as otherwise provided by applicable law.

7. CONFIDENTIALITY & INTELLECTUAL PROPERTY. Unless otherwise agreed to in a separate confidentiality or non-disclosure agreement executed by the parties, Mesh will not be bound by any obligations of confidentiality or non-disclosure. Unless otherwise agreed to in writing, no right, title, or interest in and to any development, invention, or work of authorship, conceived or developed by Mesh during the course of performance hereunder, is conveyed to Buyer. Mesh does not grant to Buyer, and nothing contained herein will obligate or be construed to obligate Mesh to grant to Buyer, any license under any patents or other intellectual property owned by Mesh. Except for data customarily provided for quality control purposes (which Buyer will keep confidential and use solely for such purposes), Mesh shall not be required to deliver any data concerning its manufacturing processes.

8. GENERAL.

Applicable Law. These Terms and Conditions, all Accepted Order and any and all other agreements between the parties, now existing or hereafter arising, shall be governed by the laws of the State of Indiana, without giving effect to its conflict of law principles and excluding the International Convention on Contracts for the International Sale of Goods. The parties hereto irrevocably commit to venue of the Federal District Court for the Southern District of Indiana or the state courts in Marion County, Indiana, in any action brought by the parties hereto concerning Products and services sold to Buyer and the parties hereby irrevocably commit to the jurisdiction of these courts. In any action in connection with any Accepted Order or the sale of Products or services by Mesh, the prevailing party shall be awarded all court costs and reasonable attorneys' fees incurred, including such costs and attorneys' fees incurred in enforcing and collecting any judgment.

Waiver. The remedies provided herein shall be cumulative and in addition to any other remedies provided by law or equity. Either party's failure to insist on performance of any of these Terms and Conditions or any term in any Accepted Order or exercise any right shall not be deemed a waiver unless in writing signed by the party waiving performance. A waiver on one occasion shall not thereafter operate as a waiver of any other terms, conditions or rights, whether or not the same or similar type.

Notices. All notices required to be given to Buyer or to Mesh hereunder shall be given to such party at its address set forth in the Quote and the Accepted Order, or at such other address as either party may designate by written notice.

Assignment. These Terms and Conditions, and any Accepted Order, shall be binding on the parties. Buyer may not assign an Accepted Order without the written consent of Mesh.

Amendment. Only a writing signed by the parties may modify these Terms and Conditions and the terms of any Accepted Order.

Severability. The invalidity, in whole or in part, of any provision will not affect the remainder of such provision or any other provision. If any provision or application of these Terms and Conditions is invalid or unenforceable, then a suitable and equitable provision will be substituted for such provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of these Terms and Conditions, including the invalid or unenforceable provision.

Access. Buyer may enter Mesh's facility(ies) that are performing an Accepted Order only on reasonable notice during normal business hours, subject at all times to Mesh's safety rules and rules pertaining to limitations necessary to comply with applicable import and export regulations and protection of the confidential and proprietary information of Mesh or its customers.

Survival. The provisions entitled or regarding Confidentiality & Intellectual Property, Warranty Exclusions, Limitation of Liability, and all other terms and conditions providing for limitation of or protection against liability of Mesh shall survive termination, cancellation or expiration of any Accepted Order.

Government Orders. It is recognized by the parties that in instances where work is being performed under orders for the U.S. Government or prime contractors contracting with the U.S. Government, applicable FAR/DFARS or other Government regulatory clauses may apply if accepted by Mesh expressly writing.

Exclusive Terms and Conditions. THESE TERMS AND CONDITIONS CONSTITUTE THE FINAL WRITTEN EXPRESSION OF ALL OF THE TERMS AND CONDITIONS OF SALE AND CONSTITUTE A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS MADE OR GIVEN TO BUYER THAT DIFFER IN ANY WAY FROM THESE TERMS AND CONDITIONS SHALL BE GIVEN NO FORCE AND EFFECT.

Mesh Systems LLC

By: _____
Printed: _____
Title: _____
Dated: _____

("Mesh")

By: _____
Printed: _____
Title: _____
Dated: _____

("Buyer")