

ISI, Inc. ("ISI" or "Seller")
STANDARD TERMS & CONDITIONS

1. ISI and Customer agree that the Standard Terms & Conditions set forth below shall apply to all sales of goods and services by Seller to Customer and shall be deemed incorporated into any agreement between Seller and Customer now existing or hereafter arising or created, including any quotation issued by ISI ("Quotation"); provided, however, in the event of a conflict between the terms of these Standard Terms & Conditions and the terms of a separate agreement or Quotation between Seller and Customer, the terms of such other agreement or Quotation shall control. Except as modified by such other agreement or Quotation, these Standard Terms & Conditions shall remain in full force and effect and binding on Seller and Customer. Acceptance of any Quotation is limited to the terms thereof. Any Quotation or other proposal from Seller to sell the goods and/or services described therein or in the attachments thereto is subject to these Standard Terms and Conditions, and subject to Seller's credit approval of Customer and is expressly limited to acceptance by Customer of the terms and conditions therein and herein. These Standard Terms & Conditions together with such accepted Quotation and any other proposal or agreement shall constitute the terms of the agreement between ISI and Customer (collectively, the "Agreement"). No modification, change, renunciation or waiver by Seller of any term or condition or of any of Seller's rights or remedies shall be binding on Seller, nor shall this Agreement be changed by Customer, unless in each instance Seller in advance shall have expressly consented thereto in writing by Seller's authorized officer, and any purported oral or other consent shall be null and void, there being no representations, agreements, promises or understandings between Customer and Seller that are not expressed herein. Seller hereby objects to all conflicting terms in any document or purchase order issued by Customer, and Seller's failure to object to provisions contained in any purchase order or other communication from Customer shall not be construed as a waiver of these Standard Terms & Conditions, nor an acceptance of any such provisions.
2. Prices are subject to change without notice and do not include any applicable taxes or freight charges unless otherwise stated. Estimated prices are only for work according to original specifications. Unless otherwise specified, of the accepted quotation amount 30% shall be paid at the time the quotation is signed and returned to ISI; 30% shall be paid within 21 days after quotation is signed and returned to ISI; 30% shall be paid at the time the product is shipped to customer; and the remaining 10% shall be paid at the time of project completion. ISI reserves the right to add a service charge of 2% of the principal amount due at the end of each month to any account outstanding for more than 30 days. ISI may alter payment terms at any time based on Customer's financial condition, including demanding full or partial payment in advance, or the provision or other security or guaranties, and may exercise all other lawful remedies, including deferring delivery or cancelling any Agreement. Customer shall comply with these payment terms whether or not Customer itself has been paid for the goods, products and/or equipment Customer purchases from ISI, and the Customer may not assert a "pay-when-paid" or a "pay-if-paid" defense (or any similar defense) to ISI's claims for payment. Customer has no right to withhold any portion of the payment due as retention for any goods, products and/or equipment Customer has purchased from ISI. ISI's rights to pursue all liens and claims are preserved and not released or waived, including, without limitation, mechanics liens, construction liens, common law or statutory payment bond claims, stay-notice claims, lien-on-funds claims, trust-fund claims, and prompt-payment claims.
3. If Customer's account is referred to a collection agency or attorney, Customer will be responsible for paying Seller's costs and fees incurred including reasonable, actual attorneys' fees. Customer consents that venue for any legal proceedings related to any provision of this Agreement shall, at the option of ISI, be in the Circuit Court of Brown County, State of Wisconsin, or in the U.S. District Court for the Eastern District of Wisconsin, Green Bay Division and Customer and ISI each hereby consent to and submit to personal and subject matter jurisdiction of said Courts. The rights and duties of Customer and Seller hereunder and the interpretation of the Agreement shall be governed and construed according to Wisconsin law, without regard to conflict of laws provisions.
4. All orders must be in writing and no order is binding until accepted by an authorized officer of ISI. No sales representative has any authority to make any agreement, contract, warranty, term, promise, condition or understanding, express or implied, statutory or otherwise. Cancellation of orders or portions thereof will not be accepted after material has been purchased or fabrication has been started.
5. As security for payment of any sum due or to become due hereunder or under any Agreement, invoice, Quotation or otherwise, this Agreement shall constitute the Security Agreement under the UCC, and Customer hereby grants Seller a security interest in the products and goods identified on any Quotation, Agreement, invoice or attachments thereto, and in all products and proceeds thereof, to secure Customer's payment in full. Seller shall also have a lien on all Customer property in Seller's possession, including work-in-process and finished work, and Seller may retain possession of such property until payment in full. Customer hereby authorizes Seller to file all required UCC financing statements or related documents, and take any other necessary steps to perfect Seller's security interests, and Customer agrees to perform all acts which may be necessary to protect any security interest of ISI.
6. Promises of delivery are based upon best information available from the manufacturing source and are made in good faith, but are not guaranteed. ISI is not liable for any delays in delivery or for any damage suffered by the Customer or others by reason of any delay.
7. Permission to return goods for credit plus shipping instructions and return tags must be secured from ISI before returning any goods. All returned goods must be unused, in new condition, and in original crates. Goods returned without authorization will be refused and returned to shipper. Goods which are obsolete or made to special order are returnable only with prior written approval signed by an officer of ISI and shall be conditioned upon Customer paying a minimum restocking charge of not less than 10% of the original invoice price (not including freight and taxes).
8. All amounts billed by ISI must be paid by Customer without setoff or deduction of any kind, unless expressly agreed to in advance in writing by an officer of ISI. All requests for deductions to ISI must include complete detail as to the reason behind the requested deduction. Failure to provide appropriate detail may subject your account to being placed on credit hold. No request more than one (1) year from last statement date will be accepted.

WARRANTY INFORMATION

9. Unless otherwise provided herein, Seller warrants title and that all goods sold shall conform to the Quotation provided by ISI. Except as otherwise expressly stated herein, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS. It is expressly agreed that ISI SHALL NOT BE LIABLE IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR ANY OTHER SPECIAL, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES arising out of or related in any way to any products sold pursuant to any Quotation or Agreement including, but not limited to, the inability of Customer to use any such product, equipment or material.
10. Customer expressly agrees that ISI DOES NOT REPRESENT OR WARRANT that the equipment sold hereunder will comply with any applicable laws or ordinances of the governmental jurisdiction where the equipment is to be installed.
11. Under no circumstances will ISI make or secure installations, replacements or be responsible for the costs thereof, or for any damages caused by faulty installations or repair by contractors or dealers or for improper or inadequate specifications.
12. Customer agrees that its SOLE AND EXCLUSIVE REMEDY against ISI in the event any product, equipment or materials sold to Customer shall fail to conform to the terms and conditions of any Quotation or to any express or implied warranty set forth herein, and ISI's sole and exclusive liability shall either be (1) to repair or (2) to replace such nonconforming part, equipment or material. ISI shall not be responsible for labor charges for removal or reinstallation of such equipment or material or charges for transportation, handling and shipping or charges for refrigerant losses. IT IS AGREED THAT ISI'S MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE CONTRACT PRICE FOR THE EQUIPMENT OR MATERIAL CLAIMED TO BE DEFECTIVE OR NONCONFORMING SUBJECT TO ISI'S RIGHT OF REMOVAL AND RETURN OF SUCH EQUIPMENT OR MATERIAL. The foregoing shall constitute Customer's sole and exclusive remedy and ISI's sole and exclusive liability for supplying nonconforming or defective goods.
13. No right or interest in this Agreement shall be assigned by either the Seller or Customer without the written consent of the other, except Customer's consent shall not be necessary for Seller to assign or transfer any right to payment arising from any Agreement.

