**ROLLMEISTER PURCHASE ORDER TERMS AND CONDITIONS**

**1) PART OF PURCHASE ORDER.** The parties have agreed that Seller will provide services and/or sell certain goods to Rollmeister. The parties have agreed that these Terms and Conditions will be an integrated part of all Purchase Orders issued by Rollmeister. These Terms and Conditions are a material part of each Purchase Order. As used herein, the term “Purchase Order” shall refer to these Terms and Conditions, as well as the non-contradictory provisions of any purchase order form, quotation, invoice or other document into which the parties have placed the particular description of the goods to be purchased, the services to be performed, the cost of the goods and services, dates for delivery and other terms of the goods and services to be purchased by Rollmeister. Use of the terms “herein”, “hereof, “hereto”, “hereby”, or “hereunder”, or any similar term, shall refer to the Purchase Order, including these Terms and Conditions.

**2) DEFINITIONS.** For purposes of these Terms and Conditions, the following terms shall have the following meanings:

 **(a) Seller.** “Seller” shall mean the party(ies) identified as the seller in the Purchase Order.

 **(b) Rollmeister.** “Rollmeister” shall mean Rollmeister, Inc., Wisconsin corporation.

 **(c) Services.** “Services” shall mean the roll maintenance, repair or other services which Seller is to provide to Rollmeister under or pursuant to the Purchase Order.

 **(d) Goods.** “Goods” shall mean moveable tangible personal property identified in the Purchase Order.

**3) AGREEMENT.** The Purchase Order governs the sale of Goods or provision of the Services by Seller to Rollmeister. The provisions of the Purchase Order are in lieu of and replace any and all terms and conditions contained in any documents(s) issued at any time by Seller (and including, without limitation, any proposal, response to invitation to bid, terms, specifications, or order acknowledgment form), which contradict any provision of these Terms and Conditions. Any additional or different terms or conditions contained in any document(s) issued at any time by Seller are hereby objected to by Rollmeister, shall be wholly inapplicable to the sale of the Goods or provision of the Services by Seller to Rollmeister, and shall not be binding in any way on Rollmeister. Neither Rollmeister’s acceptance of the Goods or Services nor payment shall operate or be construed as an acceptance of any terms or conditions contained in any document(s) issued at any time by Seller.

 **4) ACCEPTANCE BY SELLER**. Acceptance by Seller of the Purchase Order may be evidenced by any of the following: (a) written acceptance received by Rollmeister within the period of time, if any, specified in the Purchase Order; (b) commencement by Seller of provision of the Services or sourcing or manufacturing of the Goods or any part thereof unless Seller, within ten (10) days after Seller’s receipt of the Purchase Order, notifies Rollmeister in writing of Seller’s objection to the terms of the Purchase Order; (c) shipment by Seller of all or any part of the Goods or of the serviced equipment; or (d) any other conduct by Seller which recognizes the existence of a contract between Rollmeister and Seller with respect to the subject matter hereof.

**5) ACCEPTANCE BY ROLLMEISTER**. No document(s) issued at any time by Seller (and including, but not limited to, any proposal, response to invitation to bid, terms, specifications, or order acknowledgment form), nor any offer to sell or agreement or contract of sale (separate from the Purchase Order), shall be binding on Rollmeister unless expressly accepted in writing by a duly authorized representative of Rollmeister at Rollmeister’s principal offices located in Neenah, Wisconsin.

**6) ENTIRE UNDERSTANDING**. The Purchase Order constitutes the entire and final understanding and agreement between Rollmeister and Seller with respect to the subject matter hereof, regardless of any prior course of dealing or usage of trade, and there are not any promises, covenants, conditions, agreements, understandings, warranties or representations with respect to such subject matter other than those set forth herein and any and all prior promises, covenants, conditions, agreements, understanding, warranties and representations, whether oral or written, pertaining to such subject matter are hereby merged into and superseded and replaced by the Purchase Order. Any additional or different terms contained in any document(s) issued at any time by Seller are not part of the understanding or agreement of Rollmeister and Seller, and Rollmeister shall not be bound thereby unless accepted by Rollmeister in accordance with paragraph 5 above.

**7) AMENDMENT**. The Purchase Order shall be modified or amended only in a writing signed by Rollmeister and Seller, and any modification or amendment which is not so reduced to writing and signed by Rollmeister and Seller shall not be binding on either party.

**8) NO CANCELLATION BY SELLER**. The Purchase Order, upon acceptance by Seller as provided herein, is not cancelable by Seller.

**9) PAYMENT TERMS**. The payment terms shall be as stated on the face of the purchase order form. In the event that no price is so stated, the price of the Goods or Services shall be paid sixty (60) days from the date on which Seller’s performance is complete. Any payment which is not made when due shall bear interest from the date due until the date paid at a rate of interest equal to five percent (5%) per annum.

**10) TAXES**. Taxes shall be paid as stated on the face of the purchase order form. In the event that obligation for taxes is not stated, any taxes, including, but not limited to, sales taxes, duties, fees, value added taxes, turnover taxes, or other specific assessments which may be levied against the Goods or the equipment having been serviced by Seller, shall be included in the price stated in the Purchase Order. If Rollmeister is required to pay any of the above, Seller shall reimburse Rollmeister upon demand.

**11) DELIVERY**. Unless otherwise specifically provided in the Purchase Order, delivery terms for the Goods or the equipment having been serviced by Seller shall be DDP, Rollmeister’s plant. Seller shall pay all shipping costs and duties when due and bear the risk of loss after Seller places the serviced equipment or the Goods in the possession of the carrier.

 **12) WARRANTY.** Warranties shall be as stated on the face of the purchase order form. In the event that the warranties are unspecified, the Services or Goods provided by Seller are warranted for a period of one (1) year from the date of shipment to be free from defects in material and workmanship appearing under normal use and operation.

**13) REMEDIES.** No right or remedy conferred upon or reserved to the parties in the Purchase Order is intended to be exclusive of any other right or remedy stated in the Purchase Order or provided by law, equity or statute, but each shall be cumulative and in addition to every other right or remedy which given in the Purchase Order or is now or hereafter existing at law or in equity or by statute.

**14) ACCEPTANCE OF PRODUCTS.** The Goods or Services provided by Seller shall not be deemed accepted by Rollmeister until such time as Rollmeister has completed actual inspection of the Goods or the equipment serviced by Seller.

**15) CHOICE OF LAW; JURISDICTION.** This contract, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin, without regard to the conflict of laws provisions thereof. Further, venue for all proceedings that arise out of or are in any manner connected with this contract shall be Outagamie County, Wisconsin and Seller hereby submits to the jurisdiction of the courts of the state of Wisconsin.

**16) FACSIMILE SIGNATURE**. Any signed document (including, but not limited to, the Purchase Order) transmitted by email, fax, or any other electronic means shall be considered an original document and shall have the binding and legal effect of an original document. The signature of Seller or Rollmeister on a document (including, but not limited to, the Purchase Order) transmitted by email, fax or other electronic means shall be considered an original signature.

**17)** **REPRESENTATIONS BY SELLER**. Seller warrants and represents to Rollmeister (a) that Seller is duly organized and validly existing; (b) that Seller has full right, power and authority to execute, deliver and perform the Purchase Order; (c) that the individual(s) executing and delivering the Purchase Order on behalf of Seller has or have been duly authorized to do so by all necessary or appropriate action duly taken by Seller; (d) that the Purchase Order, when executed and delivered by Seller, shall constitute Seller’s legal and binding obligation, enforceable against Seller in accordance with its terms; and (e) that neither the execution nor the delivery nor the performance of the Purchase Order by Seller shall violate or conflict with Seller’s charter documents, if any, or any statute, law, rule, regulation, code or ordinance, or any judgment, order or decree, or any contract, agreement or restriction, to which Seller is bound, subject or a party.

**18) WAIVER BY ROLLMEISTER**. Rollmeister shall not be deemed to have waived any provision or breach of the Purchase Order unless such waiver shall be in a writing signed by Rollmeister and delivered to Seller. No waiver by Rollmeister of any provision or breach of the Purchase Order shall be deemed to be, or to constitute, a waiver of any other provision or breach, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a writing signed by Rollmeister and delivered to Seller.

**19) ARBITRATION**. The parties agree that, if a dispute between them arises under or out of the Purchase Order, then such dispute shall be resolved by binding arbitration in accordance with the procedure set forth below. This arbitration provision is intended by the parties to avoid costly delays and litigation, and this paragraph shall at all times be construed to carry out such intention. Provided, however, that any dispute necessitating injunctive relief to protect a party’s confidentiality, intellectual property, proprietary or other rights shall not be required to be submitted to arbitration, and nothing herein shall be construed as limiting a party’s ability and right to seek recourse and adjudication of the parties’ rights and obligations in a court exercising proper jurisdiction to issue injunctive or other equitable relief. Provided further, however, that Rollmeister may, at Rollmeister’s option, and without resorting to arbitration provisions of this paragraph, seek adjudication of any claim(s) by Rollmeister against Seller related solely to payment for the Services provided hereunder in any court described in paragraph 15, and, in that case, any and all claims, and including, but not limited to, any claims by Seller against Rollmeister, shall be adjudicated in and by such court. Seller shall continue the performance of its obligations under the Purchase Order during any such arbitration process.

The arbitration of any dispute shall be conducted in accordance with the following procedures: The party desiring arbitration of a dispute (the “Initiating Party”) shall give written notice of such desire to the other party (the “Responding Party”), which notice shall specify the dispute subject to arbitration, and the name and address of the person designated to act as the Initiating Party’s arbitrator. Within ten (10) days after said notice is given, the Responding Party shall give a written notice to the Initiating Party, which written notice shall specify the name and address of the person designated to act as the Responding Party’s arbitrator. If the Responding Party fails to notify the Initiating Party of the appointment of the Responding Party’s arbitrator within the time specified above, then the appointment of the Responding Party’s arbitrator shall be made in the manner provided below for the appointment of a third arbitrator. The two (2) arbitrators so chosen shall meet within twenty (20) days after the second arbitrator is appointed, and within thirty (30) days thereafter the arbitrators shall issue a decision and award regarding the dispute, together with written findings of fact and an opinion of law.

If, within said period of time, the arbitrators cannot agree on their decision and award, they shall appoint a third arbitrator, and if they cannot agree on said appointment, then the third arbitrator shall be appointed on their application, or on the application of either party, by the American Arbitration Association. The three (3) arbitrators shall meet within twenty (20) days after the third arbitrator is appointed and decide the dispute within thirty (30) days thereafter. A decision and award in which two (2) of the three (3) arbitrators concur shall be binding and conclusive upon the parties. In designating arbitrators and in deciding the dispute, the arbitrators shall act in accordance with the then-existing Commercial Rules of Arbitration of the American Arbitration Association, subject, however, to such limitations as may be placed on them by the provisions hereof.

Judgment on any arbitration decision and award rendered in accordance with this subparagraph may be entered in any court having proper jurisdiction thereof. Each party shall pay all costs and expenses (including, without limitation, attorneys’ fees) incurred by the party in connection with the arbitration of the dispute, but the parties shall share and pay equally the fees and out of pocket costs and expenses of the arbitrators in performing their duties under this paragraph. Any arbitration proceedings under this paragraph shall be held in Neenah, Wisconsin, or in such other place as the parties may agree upon in advance in writing.

**21) BINDING EFFECT.** This agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.

**22) ATTORNEY FEES.** In the event that legal action is taken by either party upon any claim arising from this agreement or in any way related to the transaction that is evidenced by the Purchase Order, Rollmeister shall, if it prevails, be entitled to recover from Seller its actual reasonable attorney fees incurred in connection therewith.

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