**TERMS AND CONDITIONS: CUSTOMER PURCHASES**

**1) PART OF PURCHASE AGREEMENT.** The parties have agreed that Rollmeister will provide roll services for Customer and/or will sell certain goods to Customer. The parties have also previously agreed that these Terms and Conditions will be an integrated part of all agreements between them. These Terms and Conditions are a material part of the Purchase Agreement. As used herein, the term “Purchase Agreement” shall refer to these Terms and Conditions, as well as the non-contradictory provisions of any purchase agreement, purchase order, quotation, invoice or other document into which the parties have placed the particular description of the goods to be sold, the services to be performed, the cost of the goods and services, dates for delivery and other terms of the goods and services requested by Customer. Use of the terms “herein”, “hereof, “hereto”, “hereby”, or “hereunder”, or any similar term, shall refer to the Purchase Agreement, including these Terms and Conditions.

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

 **(a) Customer.** “Customer” shall mean the party(ies) identified as the customer in the Purchase Agreement.

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

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

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

**3) AGREEMENT.** The Purchase Agreement governs the sale of Goods or provision of the Services by Rollmeister to Customer. The provisions of the Purchase Agreement are in lieu of and replace any and all terms and conditions contained in any documents(s) issued at any time by Customer (and including, without limitation, any request for proposal, invitation to bid, purchase order, term sheet or specifications), 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 Customer are hereby objected to by Rollmeister, shall be wholly inapplicable to the sale the sale of the Goods or provision of the Services by Rollmeister to Customer, and shall not be binding in any way on Rollmeister. Neither Rollmeister’s commencement of performance nor delivery shall operate or be construed as an acceptance of any terms or conditions contained in any document(s) issued at any time by Customer.

 **4) ACCEPTANCE BY CUSTOMER**. Acceptance by Customer of the Purchase Agreement 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 Agreement; (b) commencement by Rollmeister of provision of the Services or sourcing or manufacturing of the Goods or any part thereof unless Customer, within ten (10) days after Customer’s receipt of the Purchase Agreement, notifies Rollmeister in writing of Customer’s objection to the terms of the Purchase Agreement; (c) receipt by Rollmeister of Customer’s down payment for the Goods or Services; (d) shipment by Rollmeister of, and Customer’s acceptance of, or payment of all or any part of the price of the Goods or of the serviced equipment; or (e) any other conduct by Customer which recognizes the existence of a contract between Rollmeister and Customer with respect to the subject matter hereof.

**5) ACCEPTANCE BY ROLLMEISTER**. No document(s) issued at any time by Customer (and including, but not limited to, any request for proposal, invitation to bid, purchase order, term sheet or specifications), nor any offer to sell or agreement or contract of sale (separate from the Purchase Agreement), 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 Agreement constitutes the entire and final understanding and agreement between Rollmeister and Customer 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 Agreement. Any additional or different terms contained in any document(s) issued at any time by Customer are not part of the understanding or agreement of Rollmeister and Customer, and Rollmeister shall not be bound thereby unless accepted by Rollmeister in accordance with paragraph 5 above.

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

**8) NO CANCELLATION BY CUSTOMER**. The Purchase Agreement, upon acceptance by Customer as provided herein, is not cancelable by Customer.

**9) PAYMENT TERMS**. The price of the Services shall be paid thirty (30) days from the date on which Rollmeister transmits its invoice. Time shall be of the essence as to payment. 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 twelve percent (12%) per annum. If shipment is delayed by Customer, or by anyone not a party hereto, payment shall be due on the date on which Rollmeister is prepared to make shipment. If the work covered hereby is delayed by Customer, or by anyone not a party hereto, payment shall be made forthwith based on the full price, or the percentage of completion, to be determined at Rollmeister’s option. Equipment or Goods held for Customer shall be held at the risk and expense of the Customer.

If the financial condition of Customer at any time does not, in the judgment of Rollmeister, justify shipment or continuance of the work covered hereby, Rollmeister may, in addition to any other rights or remedies available to Rollmeister hereunder or at law, equity or by statute, defer shipment and/or suspend the work until Customer provides to Rollmeister payment assurances deemed adequate by Rollmeister (e.g., a standby bank letter of credit), or require full or partial payment in advance, and, in the event of the bankruptcy or insolvency of Customer, or in the event any proceeding is brought by or against Customer under any bankruptcy or insolvency laws, or if Customer shall make an assignment for the benefit of creditors or have a receiver or trustee appointed for Customer or for a material part of Customer’s assets, then Rollmeister may cancel the Purchase Agreement and shall receive reimbursement for Rollmeister’s damages.

**10) PRICE CHANGES.** If the delivery date called for in the Purchase Agreement is more than 90 days after the effective date of the Purchase Agreement, the sale price may be increased to reflect the increase in the cost of materials, parts and supplies, or labor costs, incurred by Rollmeister during said 90-day period.

**11) TAXES**. 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 Rollmeister, shall be extra and shall be borne by Customer. If Rollmeister is required to pay any of the above, Customer shall reimburse Rollmeister upon demand, or furnish to Rollmeister upon demand documents which exempt such payment.

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

Shipping dates submitted are approximate. Rollmeister shall use its best reasonable efforts to meet the approximated shipping date(s) provided that Customer timely supplies all necessary drawings, specifications and other engineering and technical information, but Rollmeister shall not be responsible for failure to meet approximated date(s). Shipping date(s) is or are based upon construction to Rollmeister standards (unless otherwise specifically provided herein) and is or are further dependent upon Rollmeister’s vendors’ and subcontractors’ delivery commitments.

Rollmeister shall not be required to make shipment as contemplated herein when prevented or delayed by any force majeure. The term “force majeure” as used herein means, but is not limited to, any act of God; strike, lockout, or other labor action or disturbance; invasion, war, insurrection, mob violence, sabotage, or riot; fire, flood, explosion, earthquake or action of the elements; epidemic or pandemic; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market; failure of transportation; governmental orders or restraints; civil or military disturbances; or any other cause(s) beyond the reasonable control of Rollmeister. ROLLMEISTER SHALL NOT BE SUBJECT TO ANY PENALTY OR LIABILITY FOR FAILURE TO MEET A SHIPPING DATE AND SHALL NOT IN ANY EVENT BE HELD RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS OR OTHER DAMAGES INCURRED BY CUSTOMER OR ITS CUSTOMERS THAT MAY RESULT THEREFROM.

**13) WARRANTY.** The Services or Goods provided by Rollmeister 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. The foregoing warranty does not cover, and Rollmeister makes no warranty with respect to: (i) failures not reported within the warranty period; (ii) failures due to Customer’s negligence, accident, abuse or improper shipment, installation, operation or maintenance; or (iii) abnormal conditions of temperature, moisture, dirt or corrosion. **SELLER MAKES NO OTHER WARRANTY WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE GOODS ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.** Customer acknowledges that it has not relied on any representations or warranties by Rollmeister with respect to the Goods or Services sold hereunder, except as are expressly contained in this agreement. Customer expressly understands and agrees that Rollmeister does not warrant that the Goods or Services are free of claims of patent infringement by a third party. Rollmeister hereby disclaims any such warranty or indemnification against patent infringement. Customer shall indemnify and hold Rollmeister harmless for any claim of patent infringement (including actions against Rollmeister as a contributory infringer) related to any Goods or to equipment serviced pursuant to the Purchase Agreement or any article manufactured or handled by the product, any method or process conducted by the product and any product which is in substantial compliance with Customer’s designs or specifications.

**14) EXCLUSIVE REMEDY.** If the Customer notifies Rollmeister in writing of any claimed defect in the serviced equipment and if, after appropriate tests and inspections by Rollmeister, the equipment is found not to be in conformity with this warranty, then Rollmeister will (as Customer’s sole and exclusive remedy), at its option and expense, (i) as to any Goods, either replace the Goods with new Goods of like kind and quality or refund the Customer’s payment, and (ii) as to Services, either repair the equipment, reperform the Services it provided or provide a replacement therefor, in either case delivered FOB Rollmeister’s plant. Rollmeister shall have no liability for any other damages, direct, incidental, consequential or otherwise, arising from any breach of warranty. In no case shall Rollmeister’s liability with respect to any Goods or Services provided pursuant to any Purchase Agreement exceed the amount of $25,000 or twenty-five percent (25%) of the cost of the Goods or Services provided, whichever is less.

**15) ACCEPTANCE OF PRODUCTS.** Customer may inspect the Goods or the equipment serviced hereunder at Rollmeister's plant at any time prior to shipment, at reasonable times and upon reasonable notice. In any event, Customer shall be deemed to have irrevocably accepted the Goods or the Services and the serviced equipment as conforming to the contract if Customer has not given to Rollmeister a written notice of rejection, describing the basis for rejection, within fifteen (15) days after delivery (time being of the essence). Claims for shortages or incorrect packing lists shall be made in writing within fifteen (15) days after receipt of the shipment by Customer (time being of the essence), and failure to give Rollmeister written notice within that period of time shall be an unqualified acceptance of the shipment and a waiver of all claims for shortages and/or incorrect packing lists.

**16) 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 Customer hereby submits to the jurisdiction of the courts of the state of Wisconsin.

**17) FACSIMILE SIGNATURE**. Any signed document (including, but not limited to, the Purchase Agreement) 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 Customer or Rollmeister on a document (including, but not limited to, the Purchase Agreement) transmitted by email, fax or other electronic means shall be considered an original signature.

**18)** **REPRESENTATIONS BY CUSTOMER**. Customer warrants and represents to Rollmeister (a) that Customer is duly organized and validly existing; (b) that Customer has full right, power and authority to execute, deliver and perform the Purchase Agreement; (c) that the individual(s) executing and delivering the Purchase Agreement on behalf of Customer has or have been duly authorized to do so by all necessary or appropriate action duly taken by Customer; (d) that the Purchase Agreement, when executed and delivered by Customer, shall constitute Customer’s legal and binding obligation, enforceable against Customer in accordance with its terms; and (e) that neither the execution nor the delivery nor the performance of the Purchase Agreement by Customer shall violate or conflict with Customer’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 Customer is bound, subject or a party.

**19) WAIVER BY ROLLMEISTER**. Rollmeister shall not be deemed to have waived any provision or breach of the Purchase Agreement unless such waiver shall be in a writing signed by Rollmeister and delivered to Customer. No waiver by Rollmeister of any provision or breach of the Purchase Agreement 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 Customer.

**20) ARBITRATION**. The parties agree that, if a dispute between them arises under or out of the Purchase Agreement, 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 Customer related solely to payment for the Services provided hereunder in any court described in paragraph 16, and, in that case, any and all claims, and including, but not limited to, any claims by Customer against Rollmeister, shall be adjudicated in and by such court.

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 Agreement, Rollmeister shall, if it prevails, be entitled to recover from Customer its actual reasonable attorney fees incurred in connection therewith.

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