6. Taxes and Other Charges. Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge, including Buyer's failure to provide Seller at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the same.

7. Warranties. Seller warrants products manufactured by it and supplied hereunder to be free from defects in materials and workmanship under normal use and proper maintenance for a period of twelve (12) months from date of shipment. If within such period any such products shall be proved to Seller's reasonable satisfaction to be defective, such products shall be repaired or replaced at Seller's option. Seller's obligation and Buyer's exclusive remedy hereunder shall be limited to such repair and replacement and shall be the sole and exclusive remedy of Buyer hereunder. Seller's receiving such products hereunder, or any design or production techniques revealed thereby, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the same. Seller may at any time make such changes in design and construction of products as shall constitute an improvement in the judgment of Seller. Seller may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers.

8. Non-Liability for Damaged Apparatus. Seller will not be responsible or liable for any damage resulting from improper storage or handling prior to placing products in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent.

9. Patents. Seller will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any United States patent relating to any devices, parts, or components furnished by Seller hereunder, if such alleged infringement consists of the use of such products, or parts thereof, in Buyer's business for any of the purposes for which the same were sold, and provided Buyer shall have made all payments then due hereunder and give to Seller immediate notice in writing of any claim of infringement and of the institution of any such suit and transmit to Seller immediately upon receipt of all processes and papers served upon Buyer and permit Seller through its counsel, either in the name of Buyer or in the name of Seller, to defend the same and give all needed information, assistance and authority to enable Seller to do so. In case of a final award of damages in any such suit, Buyer will pay such portion of such damages as may be adjudged against Buyer and the whole of any interest in any such suit, fee or charge. Buyer shall have the right to remedy such defects. Seller makes no warranty with respect to use or use items such as belts, chains, sprockets, discs and collars which are sold strictly AS IS, and controls, assemblies, or components not manufactured by Seller, which are warranted only to the extent, if any, of the manufacturer's respective warranties, and in no event shall Seller be liable for any consequential, incidental or contingent damages whatsoever. The foregoing warranties are exclusive and in lieu of all other EXPRESS AND IMPLIED WARRANTIES (EXCEPT OF TITLE) INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, OR OTHERWISE, and in no event shall Seller be liable for claims (based upon breach of express or implied warranty, negligence, product liability, or otherwise) for any other damages, whether direct, immediate, incidental, foreseeable, consequential, or special.

10. Consequential Damages; Indemnity. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER. Buyer shall indemnify Seller against any and all losses, damages and expenses (including attorney's fees and other costs of defending any action) that it may sustain or incur as a result of any claim of negligence, breach of implied warranty, strict liability in tort, or similar claims by Buyer, its successors and assigns and its customers whether direct or indirect, in connection with the use of products furnished hereunder, including, without limitation, such as may be caused by the negligence of Seller.

11. Shipping Weights. Seller shall not be responsible for the accuracy of shipping weights. Such weights are correct only within the limits necessary for estimating freight. Invoices are due and payable ninety percent (90%) twenty-five (25) days and ten percent (10%) or balance thirty-five (35) days from date of invoice ("due date") unless otherwise expressly indicated on the reverse side, and a late payment charge of one and one-half percent (1 1/2%) per month will be added to any invoiced amounts unpaid when due if not prohibited by law, otherwise at the highest lawful contract rate. Buyer shall reimburse Seller, upon demand, for any costs of collection incurred by Seller, including reasonable attorney's fees. Invoices may be submitted as partial shipments are made. If during the period of the contract the financial condition of Buyer does not justify the terms of payment specified, Seller may demand full or partial payment in advance before proceeding with the contract. If shipment is delayed beyond the scheduled date by Buyer, payment shall be due in full when Seller is prepared to make the shipment. If Buyer defaults in any payment when due, then the whole contract price shall become due and payable upon demand, or, at Seller's option, the contract may be voided or cancelled.

12. Storage. Buyer hereby grants to Seller a security interest in the products and the proceeds thereof, to secure payment of all sums to become due Seller hereunder, and Buyer shall have the right at any time to inspect the products and the proceeds thereof. Seller shall have, upon a default in payment, all of the rights and remedies of a secured party under the Uniform Commercial Code. Buyer shall execute and deliver to Seller upon his request financing statements to perfect the security interest, and Buyer shall take such further action as shall be necessary or desirable to preserve and protect Seller's security interest.

13. Security Interest. Buyer hereby grants to Seller a security interest in the products and the proceeds thereof, to secure payment of all sums to become due Seller hereunder, and any other indebtedness owing at any time by Buyer to Seller. Seller shall have, upon a default in payment, all of the rights and remedies of a secured party under the Uniform Commercial Code. Buyer shall execute and deliver to Seller upon his request financing statements to perfect the security interest, and Buyer shall take such further action as shall be necessary or desirable to preserve and protect Seller's security interest.

14. Remedies and Jurisdiction. Buyer agrees and understands that this agreement with Seller shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to the conflict of law principles thereof. Buyer irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Wisconsin and of the United States of America located in the State of Wisconsin for any action, suits or proceedings arising out of or relating to this agreement and the transaction contemplated hereby (and Buyer agrees not to commence any action, suit or proceeding relating thereto except in such courts). Buyer agrees irrevocably and unconditionally to waive any objection to the laying of venue of any action, suit or proceeding brought in any such court, whether the use be special or general, in the courts of the State of Wisconsin or the United States of America located in the State of Wisconsin and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

Terms and Conditions of Sales