

INVOICE TERMS AND CONDITIONS

We certify that these goods were produced in compliance with all applicable requirements of section 206, 207, and 212 of the FAIR LABOR STANDARDS ACT as amended and of regulations and orders of the UNITED STATES DEPT. of LABOR issued under section 14 thereof.

ANY CONTRACT FORMED WITH WHISK PRODUCTS INC. IS EXPRESSLY CONDITIONED ON THE FOLLOWING TERMS AND CONDITIONS:

TERMS AND CONDITIONS

QUOTATIONS: All quotations made by WHISK PRODUCTS INC. ("Seller") are subject to change without notice, subject to prior sale, and unless otherwise noted, are for immediate acceptance. We reserve the right to cancel contracts upon which full specifications are not given to us within the time allowed. Special material is not subject to cancellation without our written consent.

WARRANTY AND LIABILITY: Seller warrants that goods sold hereunder will conform to the description stated herein subject to tolerances and variations consistent with current trade practices and practical testing and inspection methods. Because Seller has no control over how this product will be used. Seller offers no warranty as to the results from using the goods. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE WARRANTY OR FITNESS FOR PARTICULAR PURPOSE. Seller's liability on any claim, whether in tort or in contract, and whether on account of Seller's delivery of non-conforming goods or non-delivery, shall be limited to repair or replacement of the defective or non-conforming goods or repayment of the purchase price as Seller may in its sole discretion elect. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DAMAGE TO GOODWILL, LOSS OF TIME, INCONVENIENCE OR OTHER COMMERCIAL OR ECONOMIC LOSS, and in no event shall Seller be liable for damages exceeding the purchase price to be paid to Seller hereunder.

CLAIMS PROCEDURE: Buyer agrees to inspect all goods upon delivery, and no claims for shortages or delivery of non-conforming goods need to be honored by Seller unless written notice of such claim is received by Seller within 30 days of delivery.. Seller shall in no event pay or be liable for any claim resulting from the installation, alteration or repair of apparently improper defective or damaged goods. BUYER MUST INSTITUTE LEGAL ACTION ON ALL CLAIMS AGAINST SELLER WITHIN ONE YEAR OF DELIVERY. No action may be maintained by the Buyer, which is not commenced within such period notwithstanding any statutory period of limitations to the contrary.

DELAYS: Seller shall not be liable by any reason of any delay in performance of shipment arising from casualty, riots, acts of God, governmental regulation, material, supply or transportation availability, labor difficulties, embargoes or any other cause beyond its control, and if such delay shall extend beyond 30 days. Seller may invoice Buyer for goods delivered. Receipt of goods by Buyer shall constitute acceptance of delivery and WAIVER OF ALL CLAIMS FOR LOSS OR DAMAGE DUE TO DELAY.

TERMS OF PAYMENT: Terms, unless other wise set forth on the front of this sales ticket, are 1/10 net cash 30 days from the date of each invoice. **CREDIT:** Seller reserves the right at any time to suspend or change credit terms provided herein or to require full or partial payment in advance, if in Seller's sole opinion, the financial condition of Buyer so warrants.

EXPENSES AND ATTORNEY'S FEES: Buyer agrees to pay Seller's reasonable costs, expenses and attorney's fees incurred by Seller in enforcing Buyer's obligations or Seller's rights hereunder, in collecting any money due from Buyer or in successfully defending against any claim made by Buyer.

GOVERNING LAW: Buyer agrees this Agreement shall be constructed in accordance with and governed by the laws of the State of Illinois, and consents to the jurisdiction of any court located in Winnebago County, Illinois.

SEVERABILITY: If any provision hereof is determined to be invalid by a court of competent jurisdiction, the remaining terms and conditions hereof shall remain in full force and effect.