

LeJeune Bolt Company
Standard Terms and Conditions of Sale

The following terms and conditions shall be part of any contract or sale which may be entered into between the party named as the buyer ("buyer") and LeJeune Bolt Company ("seller"). The terms and conditions set forth below or on seller's quotation shall be the only terms and conditions applicable to any agreement between seller and buyer resulting from seller's acceptance of the order and shall apply to the order regardless of any contrary or inconsistent terms which may appear on buyer's order. All representations, promises, warranties or statement by any agent or employee of seller that differ in any way from the terms and conditions hereof shall be given no effect or force. Any additional, contradictory or different terms contained in any initial or subsequent order or communication from buyer pertaining to the products described are not applicable and are hereby objected to by seller. No course of prior dealings between buyer and seller and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement.

1. Unless noted, shipments and deliveries are F.C.A. (Free Carrier) Burnsville, MN.
2. Prices are effective on the date shown on the quote or the price list. Special packaging shall be furnished only when specified and so stated by buyer, and the cost thereof shall be borne by buyer. Prices are subject to change. Published pricing may be revoked by seller at any time without notice.
3. All quotations are valid for fourteen (14) days from date of issuance unless otherwise specified. Seller guarantees prices on firm orders for products scheduled for delivery within 60 days from date of order. Prices on products scheduled for delivery beyond 60 days from date of order are subject to revision unless otherwise acknowledged and agreed upon by seller. Such revisions may be effected by seller by giving written notice to buyer. If seller commits to a delivery date that falls within 60 days of date of order and is not able to deliver by that date, then buyer will be guaranteed the price at time of order whatever the final delivery date.
4. Prices do not include sales, use, excise or any similar tax. Any tax or governmental charge upon the production, sale, shipment or use of the product which seller is required to pay or collect from buyer shall be paid by buyer to seller unless buyer furnishes seller with a tax exemption certificate acceptable to the applicable taxing authority.
5. Seller reserves a purchase money security interest in each of the products sold in the amount of its purchase price. This interest will be satisfied by payment in full. A copy of this sales contract may be filed with appropriate state authorities to protect seller's security interest.
6. Shipments will normally be made "freight collect". Any prepayment by seller for freight charges will be added to the invoice and shall be paid by buyer with and in addition to the purchase price. Seller will ship in accordance with instructions provided by buyer. However, if buyer fails to furnish such instructions, seller will select what is, in its opinion, the most satisfactory routing for the shipment. Title to and risk of loss or damage in transit pass to buyer upon delivery by seller to the carrier, and all claims shall be made directly to the carrier.
7. Shipping dates are provided to the best of seller's knowledge based upon conditions existing at the time the order is placed and information furnished by buyer. Seller will, in good faith, endeavor to ship by the estimated shipping date but will not be liable for any damage, loss, fault, or expenses arising out of delays in shipment or other nonperformance of this agreement resulting directly or indirectly from, or contributed to, by and acts of god, acts of buyer, acts of civil or military authority, priorities, fire, strikes or other labor disputes accidents, floods, epidemics, war, riots, delays in transportation, shortages of labor, fuel, materials, supplies, manufacturing facilities, subcontractor delays or other circumstances beyond seller's reasonable control whether similar or dissimilar to the foregoing.
8. Seller warrants the product in accordance with the specifications applicable to the product in effect on the date of order acceptance. Seller does not warrant or guarantee the performance of product for any specific application. Seller shall not be liable for damage or deterioration of the product cause in whole or in part by miss-handling by buyer, failure by buyer to provide proper storage conditions, improper applications, weather conditions or other exposure to the environment, or modifications by buyer. The foregoing warranty is in lieu of all other warranties, expressed or implied including those of merchantability or fitness for any particular purpose.
9. If buyer claims that seller has breached any of its obligations under the terms of seller's contract, such claims must be made in writing to seller within (30) days of shipment of the product to the first destination to which they are shipped. Products rejected by buyer as not conforming to the specifications shall not be returned, reworked, or discarded without seller having the opportunity for inspection or without seller's written authorization.

Seller's liability, whether breach of contract or product warranty, is exclusively limited to rework or replacement of the non-conforming product or, at seller's option, to refund of the purchase price of the product.

The remedies provided for in this and the preceding paragraph shall constitute the sole recourse of buyer against seller for breach of any of seller's obligations under the sales contract with buyer, whether the claim is made in tort or contract including claims based on warranty, negligence or otherwise.

In no event shall seller be liable for incidental or consequential damages arising out of or in connection with the sales contract including without limitation breach of any obligation imposed on seller there under or in connection herewith.

10. If product furnished under this sales contract is made in accordance with drawings, samples, or manufacturing specifications designated by buyer, buyer agrees to hold seller harmless from any and all damages, costs and expenses arising from a claim that such product, or the use thereof, infringes any patent, foreign or domestic, and buyer agrees at its own expense to undertake the defense of any suit against seller brought upon such claims. Buyer's order may not be canceled, terminated, modified, or shipment deferred except with seller's written consent and subject to termination charges based upon costs determined by seller, for expenses incurred and commitments made and which shall provide for a reasonable profit on material, work in process, and contract value of products completed and ready for shipment.
11. Payment terms: Net 30 days. A finance charge of 1 1/2% per month will be charged on all past due invoices.
12. Minimum order: \$50.00
13. Return policy: All returns must be "freight prepaid". Freight payment will be the responsibility of the buyer (shipper). No return shall be accepted without the written authorization of seller. All material authorized for return by seller shall be subject to a minimum 25% restocking fee, pending product inspection. Returns will result in an account credit for the buyer. Only factory sealed full kegs will be considered for return. Under no circumstances will seller issue credit for any material received that is not listed on a written return authorization. All return authorizations are valid for thirty (30) days from the date of issuance unless otherwise specified.
14. All orders are received, approved, and accepted at seller's Burnsville, MN facility. No agent, salesman or other party is authorized to bind seller by any agreement, warranty, statement, promise or understanding not herein expressed.
15. Law: The foregoing terms and conditions shall be governed and construed in accordance with the laws of the state of Minnesota. The rights and obligations of buyer and seller shall be governed by the laws of the state of Minnesota.