

Cycogs' Sales Terms and Conditions

These Sale Terms and Conditions shall be effective for all merchandise and Services sold by CYCOGS to the "buyer" (and the Buyer's affiliates). These Terms and Conditions of Sale shall supersede all other agreements, communications and understandings between the CYCOGS and the buyer that are inconsistent with these terms. No terms or conditions contained in any purchase order or other document submitted by (or on behalf of) buyer which conflict with or differ from these Terms and Conditions of Sale shall have been accepted by CYCOGS unless the changes have been specifically accepted in writing by CYCOGS. Any purchase order submitted by the buyer containing different or additional terms shall be deemed to form a contract on all terms other than those which are different from or in addition to the terms of these Terms and Conditions of Sale. All such different and additional terms are hereby declared to be material and hereby objected to and rejected by CYCOGS. Nothing contained in these Terms and Conditions of Sale shall be deemed to constitute any commitment by CYCOGS to supply any particular quantity of merchandise to buyer.

PRICES

Prices and discounts in catalogs and published price lists are subject to change without notice, as these are prepared for the purpose of supplying general information, and are not quotations or offers to sell on the part of CYCOGS. Prices are based on quantity and delivery period. All quotations are subject to change after 30 days. All orders will be invoiced at the price in effect at the time of shipment.

ORDERS

All orders received are subject to acceptance by CYCOGS at its Sauk City location. Modifications or changes to specifications, quantity, or delivery period of products covered by an order on which work has been started are acceptable only upon written approval of CYCOGS. Under these circumstances, CYCOGS reserves the right to revise its price and delivery schedules to affect such change(s). In addition, CYCOGS has the right to charge the buyer for expenses incurred by CYCOGS for work already performed but rendered unnecessary by such change(s).

TERMS

The terms are cash with order or at the option of CYCOGS, or other arrangements. CYCOGS may require full or partial payment in advance.

TAXES

CYCOGS's prices do not include sales, use, excise, duties or similar taxes. Consequently, the buyer shall pay the amount of any present or future sales, use, excise, duties or other similar tax applicable to the sale of the product.

SHIPMENT

All shipments are made F.O.B. from CYCOGS's location. Standard packing is included in the quoted price. Orders should clearly state method of shipment, otherwise shipment will be made according to CYCOGS's best judgment. No claims will be allowed for products damaged by the buyer or damaged in transit. Claims for transit damage are to be filed with the carrier by the buyer.

DELIVERY

Delivery dates are approximate and are based on prompt receipt of all necessary information and approvals from the buyer. CYCOGS is not liable for loss, damage, detention, or delay from acts of weather or nature, a fire or other casualty, accidents, strikes, shortage of labor or materials, governmental action or other causes beyond its reasonable control. In the event of any such delay, the date of delivery will be extended by such length of time as may be reasonably necessary to compensate for the cause of the delay. Storage of completed or partially completed product will be at buyer's expense.

CANCELLATIONS

No orders are accepted subject to cancellation, deferment, or decrease at a later date. All requests for cancellation or for deferment of delivery must be in writing to CYCOGS. Cancellation charges may include a 10% restocking fee, plus the cost of raw material on hand and on order, manufacturing cost, engineering expense, selling expense, and a reasonable profit depending on the degree of completion.

RETURN OF PRODUCT

Regardless of the reason for return, written approval for return must first be obtained from CYCOGS. Buyer must prepay return transportation.

CLAIMS AND REJECTION OF PRODUCT

To reject product as not meeting specifications, the buyer must notify CYCOGS in writing within 15 days from initial receipt of the product. CYCOGS shall have the option of re-inspection before allowing or rejecting the claim.

ENGINEERING SERVICES

CYCOGS and its representatives will generally furnish upon request, data and proposals relating to the application or use of its products with the buyer's equipment. However, CYCOGS will not be responsible for the success or failure of such proposals after their adoption or use in whole or in part by the buyer. Where extensive tests are required or special development work is undertaken, a charge will be necessary, but such a charge shall be agreed to by both parties prior to the start of work. Title, all rights, and patents in connection with any development relating in any way to work made by CYCOGS shall remain the property of CYCOGS.

DESIGN, DIMENSIONS, AND WEIGHTS

CYCOGS reserves the right to revise, improve or discontinue designs without notice. Any weights published are approximate and sufficiently accurate for most uses. The buyer should request certified prints where dimensions are critical.

LIMITED WARRANTY

CYCOGS warrants all products manufactured by CYCOGS to be free of defects in workmanship and materials when used under normal operating conditions and when applied in accordance with specifications of the product as shipped. This warranty shall be in effect for a period of twelve months from date of purchase or twelve months from date of shipment, whichever comes first. CYCOGS will repair or replace at its option, any of its products which has been found to be defective and is within the warranty period, provided that the product is shipped freight prepaid, with previous authorization, to CYCOGS's location in Sauk City, Wisconsin 53560 U.S.A. At its option, all return shipments are F.O.B. from CYCOGS's location. CYCOGS is not responsible for removal, installation, or any other incidental expenses incurred in shipping the product to or from CYCOGS. This warranty is in lieu of any other expressed or implied warranty - including (but not limited to) any implied warranties of merchantability and/or fitness for a particular use or purpose. CYCOGS's liability under this warranty shall be solely limited to repair or replacement of CYCOGS's product within the warranty period and CYCOGS shall not be liable, under any circumstances, for any consequential, incidental or indirect damages or expenses associated with the warranted products. Normal wear and tear are a normal occurrence and are not covered by this warranty unless otherwise agreed to by CYCOGS in writing. Any product of CYCOGS, which is damaged due to misuse, abuse, and negligence or has been modified or dismantled without the knowledge or written consent of CYCOGS, is not covered by this warranty.

ERRORS

CYCOGS is not responsible for typographical errors made in any of its publications or for any stenographic or clerical errors. All such errors are subject to correction.

ACCEPTANCE BY BUYER

The CYCOGS is not bound by any printed matter on the buyer's acceptance forms or purchase orders which impose conditions which vary with the terms herein provided, and buyer's issuance of an order to CYCOGS quotations shall be deemed an acceptance of the Sale Terms and Conditions herein. These terms and conditions are subject to modification only by the mutual agreement in writing of authorized individuals of the buyer and CYCOGS. If these Terms and Conditions are not acceptable, the buyer must notify CYCOGS at once.

VENUE of GOVERNING LAW;

The law of the State of Wisconsin shall be deemed applicable to all aspects of the transaction to which these Sale Terms and Conditions relate, and all products

delivered under the Sale Terms and Conditions. CYCOGS and buyer agree that venue for all disputes arising under the Sale Terms and Conditions will lie in courts located in Dane County, Wisconsin.