

THE FOLLOWING CONDITIONS SHALL GOVERN PURCHASE ORDERS BASED ON SUBURBAN QUOTATIONS:

Quotations are not binding upon Suburban Manufacturing, Inc. ("Seller") until accepted by an authorized employee of the Seller

1. **ACCEPTANCE** – The receipt of a purchase order from the party identified on a Suburban quotation as the buyer (the "Buyer") for the goods described on said quotation (the "Goods") shall be conclusively deemed an unconditional acceptance by the Buyer of this offer and all terms and conditions hereof notwithstanding any provision of any purchase order or other document provided or offered by the Buyer to the contrary. Seller reserves the right to accept or reject all purchase orders received pursuant to this quotation.
 2. **AGENT'S AUTHORITY** – Buyer agrees that no agent, employee or representative of Seller has authority to bind Seller to any affirmation, representation, or warranty concerning the Goods other than those warranties expressly set forth herein.
 3. **PRICES** – Prices quoted are only for quantities of Goods specified on the quotation. Unless specifically noted, pricing is valid for thirty (30) days. Suburban Manufacturing reserves the right to adjust prices at any point in the future. The purchase price for Goods specified in a purchase order for less than the quantity on the quotation will be the Seller's price for the next lower quantity. If the Buyer requests preproduction samples or that an order be filled in partial quantities, the Buyer agrees to pay an additional charge, to be determined by the Seller.
 4. **QUANTITIES** - Buyer agrees to accept and pay for over-runs or under-runs on each individual item, not in excess of five percent (5%) of quantity ordered. Seller reserves the right to produce ninety (90) calendar days of ordered/forecasted requirements.
 5. **SHIPMENT** – Shipment shall be F.O.B. Seller's plant or authorized subcontractor of the Seller. Seller reserves the right to designate routing and means on all shipments. Seller will attempt to honor, but does not guarantee, any shipping date requested by Buyer. All risk of loss shall pass to Buyer upon delivery of Goods to a carrier F.O.B. Seller's plant, or the plant of Seller's authorized subcontractor, as the case may be. Orders may be filled by partial or complete shipments. Delay in delivery of any part of the Goods shall not relieve Buyer from its obligation to accept and pay for the remaining Goods.
 6. **PAYMENT** – In the event that payment is not made by the Buyer as provided herein, Buyer agrees to pay interest on the unpaid amount at the rate of the lesser of 1.5% per month, or the greatest rate allowed by law. Notwithstanding the foregoing, if, at any time, Seller, in good faith, determines that Buyer's credit shall have become impaired, Seller may decline to make shipments hereunder, except in exchange for cash in advance or sight draft attached to bill of lading.
 7. **WARRANTIES** – Seller warrants the Goods will be as described on the face hereof, will be free from any defects in material and workmanship at the time of delivery and will be manufactured in accordance with the Fair Labor Standards Act of 1938, as amended. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. In order to assert a claim for breach of warranty, the Buyer must give Seller written notice thereof within thirty (30) days of Buyer's receipt of goods. Seller will be given a reasonable opportunity to investigate all claims, and no goods may be returned to Seller until after receipt of definitive shipping instructions and a return authorization from Seller.
 8. **EXCLUSIVE REMEDY** – The exclusive remedy of the Buyer for any breach of the warranties set out in Section (8) will be, in Seller's sole discretion, the replacement or repair of the Defective Goods without charge, a refund of the purchase price or a fair allowance against the price for the Goods not to exceed the purchase order release value for this item.
 9. **LIMITATION OF DAMAGES** – In the event of a breach hereof, Seller will not under any circumstances be liable for consequential or incidental damages or expenses of the Buyer including without limitation lost profits, whether or not the Seller has been advised of the same.
 10. **PERIOD OF LIMITATIONS FOR ACTION FOR BREACH** – Any Action for breach of the terms of this quotation must be commenced within one (1) year after the cause of action has been discovered, should have been discovered or has otherwise accrued, whichever comes first.
 11. **BUYER'S INDEMNITY** – The Buyer shall indemnify and hold the Seller harmless from and against any and all losses, damages and expenses (including attorneys' fees and other costs of defending any action) that the Seller may sustain or incur as a result of any claim of negligence, breach of implied warranty or strict liability by the Buyer, its successors, assigns or customers, whether direct or indirect, in connection with the use of the Goods.
 12. **FORCE MAJEURE; ALLOCATIONS** – Failure of Seller to make or Buyer to take all or any part of any shipment hereunder, if such failure is due to acts of God, war, embargoes, and any other similar cause beyond the control of the party so failing, shall not subject such party to any liability to the other party, and in such event, at the request of either party the total quantity of products to be shipped hereunder will be reduced by the quantity not shipped due to such causes. Should Seller at any time be unable to supply its own and all of its customers requirements (including customers not under supply contract) of any product, Seller will allocate its available supply of products to its customers on such terms as it, in the exercise of its discretion, deems advisable, and in such event Seller will not be liable to Buyer for failure to ship to its customers on such terms as it in the exercise of its discretion, deems advisable, and in such event Seller will not be liable to Buyer for failure to ship Buyer the full quantity of such products and the balance of the order not shipped will be cancelled. For purposes hereof, Seller's customers shall be deemed to include the subsidiaries and affiliates of Seller.
 13. **CANCELLATIONS** – Orders for Goods may be cancelled by the Buyer only upon immediate payment by the Buyer of all of the foregoing: (a) for all completed work, the individual unit price of the order, (b) for all partially completed work, the percentage of completion (as determined by Seller in its sole discretion) multiplied by the individual unit price of the order, and (c) for all raw material, packaging, components, and engineering work, the actual cost to Seller therefore, plus reasonable handling and general overhead charges as determined by the Seller.
 14. **STOP ORDERS** – Buyer may put its purchase order on hold only if it provides to Seller a written stop work order, which shall be valid for only fourteen (14) days from receipt by Seller. No later than fourteen days after the date of the stop work order, Buyer shall proceed with its purchase order or shall pay cancellation charges as noted in Section 13. If the Buyer fails to indicate its decision, it shall be deemed to have elected to pay cancellation charges.
 15. **INFRINGEMENT** – In the event that Buyer has specified certain requirements for the Goods, the Buyer shall defend, indemnify and hold harmless against any and all claims, expenses (including reasonable attorneys' fees), or losses suffered or incurred by Seller as a result of or arising out of a claim that any Goods infringe on any patent, trademark, service mark, copyright or other intellectual property right of any other person or entity.
 16. **PROPRIETARY INFORMATION – CONFIDENTIALITY** – Buyer shall consider all information furnished by Seller to be confidential and shall not disclose any such information to any other person or entity. This obligation shall apply to viewings of Seller's process and production facilities, drawings, specifications, or other documents prepared by Seller for Buyer. The prior two sentences shall not apply to any information that is generally publicly known at the time of disclosure to the Buyer, or that is subsequently publicly disclosed without any breach by any obligation or duty to the Seller. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Buyer to Seller shall be deemed secret or confidential and Buyer shall have no rights against Seller with respect thereto except such rights as may exist under patent laws.
 17. **WAIVER** – Waiver by either Seller or Buyer of a breach of any provision hereof shall not be deemed a waiver of any current or future noncompliance therewith and such provision shall remain in full force and effect.
 18. **APPLICABLE LAW** – All rights and obligation of the parties hereto shall be governed by the laws of the State of Minnesota.
 19. **TAXES** – Buyer shall pay Seller the amount of any sales, use or other taxes now or hereafter imposed by any federal, state or local taxing authority upon or with respect to the sales, purchase, shipment, receipt or use of the Goods.
 20. **SOLE AGREEMENT** – This writing is intended by parties as a final and complete expression of their agreement with respect to the subject matter hereof, and shall supersede all prior understandings, writings, negotiations and agreements with respect thereto. The terms and conditions set out herein may be amended only by a writing specifically referencing that it is intended to modify this quotation and signed by duly authorized agents of the parties. The express terms hereof shall not be varied by any course of dealing, performance or usage of trade. Any different, conflicting or additional terms in any purchase order, document or the like provided or offered by the Buyer are hereby expressly rejected.
 21. **DISPUTES** – Any dispute arising under this quotation which is not settled by agreement of the parties may, upon the election of Seller, be decided by arbitration pursuant to the rules of the American Arbitration Association. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this order. Buyer shall pay for all Goods delivered and Seller may elect to proceed or to stop performance hereunder.
- WEBSITE DOCUMENTS** – Seller Standard Terms and Conditions and any updates thereto incorporated are binding on Buyer, and Buyer acknowledges having access to such documents. If Buyer is unable to access the Seller website, Buyer may notify Seller [at info@gosuburban.com](mailto:info@gosuburban.com) to obtain a copy from seller.