

Inpro Corporation General Terms and Conditions for the Sale of Goods

1. Definitions.

"Agreement" means these Inpro Corporation General Terms and Conditions for the Sale of Goods, together with any cover page.

"Buyer" means the entity identified on any cover page of this Agreement.

"Customer Account" means Buyer's customer account with Inpro, which must be created before any Order is placed, processed, and fulfilled by Inpro.

"Delivery Point" means EXW (INCOTERMS 2020) ready for loading Inpro's designated facility.

"Goods" means the particular Inpro architectural products such as, handrails, sheet materials, motorized and/or manual window shading and, systems, and/or accessories comprising an individual Order.

"Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to: (i) patents; (ii) trademarks; (iii) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website and URLs; (iv) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (v) trade secrets; and (vi) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world.

"Order" means each individual purchase transaction between Buyer and Inpro under which Buyer offers and agrees to purchase and Inpro agrees to provide certain Goods according to designated Project Specifications at a mutually agreed-upon price.

"Order Confirmation" means subject to this Agreement, Inpro's written confirmation of the finalized Order Terms for an individual Order, transmitted to Buyer by electronic mail or facsimile.

"Order Form" means Inpro's order form, available to Buyer on Inpro's Website or as otherwise provided to Buyer, on which Buyer designates to Inpro the particular Goods and Project Specifications which Buyer offers to purchase for each individual Order.

"Order Terms" means the Buyer's designation of the particular Goods and Project Specifications that the Buyer offers to purchase from Inpro for each individual Order. Order Terms for an individual Order may be provided to Inpro on an Order Form, a Buyer-signed Sales Quote, a signed purchase order, or other written documentation approved by Inpro. Notwithstanding anything to the contrary herein, no Order Terms will be binding on Inpro except to the extent expressly accepted by Inpro in writing.

"Party" means, individually, Inpro or Buyer, as the context requires.

"Parties" means, collectively, Inpro and Buyer.

"Product Specifications" means the product specifications, components, features, standard sizing, data, capabilities, and limitations of Inpro's Goods, as may be described in data sheets, specification sheets, product binders, marketing materials, price lists, printed documents, publications, and other materials made available to Buyer by Inpro from time to time, including via Inpro's Website. Product Specifications may be amended, revised, and/or updated by Inpro from time to time without notice, as applicable and as reasonably necessary.

"Project Specifications" means the quantity, specific options, styles, sizes, and choices of Goods Buyer designates for each individual Order, including but not limited to type and model of shading system(s), shading accessories, fabric options, motor options, hembar options, architectural product options, color codes, sizing, measurements, special instructions, customizations, and other specifications. Notwithstanding anything to the contrary herein, no Project Specifications will be binding on Inpro except to the extent expressly accepted by Inpro in writing.

"Quote Number" means the Inpro quote number assigned to an individual Order and/or Sales Quote, as applicable.

"Request for Quote" means Inpro's request for quote form, available to Buyer on Inpro's

Website or as otherwise provided to the Buyer, on which Buyer designates to Inpro the particular Goods and Project Specifications which Buyer seeks a Sales Quote from Inpro for an individual Order.

"Sales Quote" means Inpro's written sales quote or price quote of particular Goods and Project Specifications that Buyer has designated to Inpro for an individual Order. Inpro may provide Buyer a Sales Quote in response to a Request for a Quote or other similar request for a Sales Quote or price quote to the Buyer, including other communications, and may assign a corresponding Quote Number to a Sales Quote.

"Terms" means, collectively, the terms and conditions of sale in this Agreement.

"Website" means www.inprocorp.com and any other website owned and operated by Inpro for the sale, promotion, and/or marketing of Goods.

"Inpro" means, collectively, Inpro Corporation, a Wisconsin corporation having its principal place of business at S80W18766 Apollo Dr, Muskego, WI 53150, and its subsidiary and affiliated companies and divisions, including, without limitation, WT Shade and ED12.

2. Applicability.

(a) These Terms are the only terms that govern the sale of Goods by Inpro to Buyer. Inpro reserves the right to amend, revise, and/or update these Terms from time to time, as applicable and as reasonably necessary, and shall notify Buyer of any changes by posting any such amendment, revision, and/or update on Inpro's Website. Buyer expressly agrees that these Terms and this Agreement the sale of Goods by Inpro to Buyer and Buyer expressly agrees to any amendment, revision, and/or update made to this Agreement that may be made by Inpro from time to time.

(b) The Order Confirmation of each individual Order and these Terms comprise the entire agreement between the Parties for each individual Order and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the Goods and any Orders relating thereto. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted such terms or a purchase order for any individual Order. Fulfillment of any Order for Goods by Buyer does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms or this Agreement.

(c) Inpro's acceptance of any Order is expressly subject to Buyer's assent to each, and all of the Terms and conditions set forth herein. Buyer's assent to these Terms shall be conclusively presumed from Buyer's execution of this Agreement by a duly authorized representative, which certifies that Buyer has read and understood, and agrees to be legally bound by this Agreement, or from Buyer's acceptance of all or any part of the Goods ordered in any individual Order.

(d) If Buyer's general terms and conditions of purchase, purchase order, or other correspondence contains terms or conditions contrary to or in addition to this Agreement, acceptance of any individual Order by Inpro shall not be construed as an assent to such contrary or additional terms and conditions or constitute a waiver by Inpro of any of these Terms and any different or additional terms proposed by Buyer are hereby rejected. Any reference to Buyer's terms and conditions of purchase, purchase order, or other correspondence by Inpro shall not affect or limit the applicability of this Agreement.

3. Customer Account.

(a) Before any individual Order can be accepted, processed, and fulfilled by Inpro, Buyer must, and hereby agrees to, create a Customer Account with Inpro. Inpro shall not accept, process, or fulfill any Order, and has no obligation to Buyer unless Buyer has created and established a Customer Account with Inpro according to this Agreement.

(b) In order to create a Customer Account, Buyer must, and hereby agrees to: (i) execute this Agreement; (ii) if required by Inpro, complete and return Inpro's credit application, as available to Buyer on Inpro's Website or as otherwise provided to Buyer; and (iii) if required by Inpro, provide a copy of valid state identification and valid government-issued resale certification. Buyer further agrees to cooperate and comply with additional requests for information by Inpro as reasonably necessary to create and establish a Customer Account with Inpro to accept, process, and fulfill individual Orders for Goods.

4. Sales Quotes and Ordering.

(a) Prior to submitting any request for a Sales Quote, Project Specifications, or Order Terms to Inpro for any individual Order, whether through a Request for Quote, Order Form, or otherwise, the Buyer shall have assessed and determined the specific installation conditions, location(s), and other requirements particular to that Order. At no time and in no event shall Inpro be liable or responsible for any changes that may occur in Buyer's installation conditions or locations(s) for any individual Order, including but not limited to an addition of framework, removal of walls, or other construction and installation changes. Inpro has no obligation or responsibility to Buyer for any such changes, and Buyer agrees it has full liability and responsibility for all such changes.

(b) Buyer agrees to provide Inpro with all necessary and desired Project Specifications for each individual Order, when applicable. Buyer agrees to provide all measurements to Inpro in "width by height" format. Buyer agrees Inpro is not liable or responsible for any incorrect measurements, missing information, or other inaccuracies in any request for a Sales Quote, Project Specifications, or Order Terms, whether provided through a Request for Quote, Order Form, or otherwise. Buyer understands and agrees that any change or correction it makes to any request for a Sales Quote, Project Specifications, or Order Terms for any individual Order may cause the price(s) noted in any Sales Quote for that particular Order to change. At no time shall Buyer try to contact Inpro's production staff or production personnel, and Buyer agrees that any such contact will be deemed in material breach of this Agreement and may result in Inpro's cancellation of any individual Order related to such contact.

(c) Buyer agrees that a Sales Quote or other pricing information from Inpro does not constitute a commitment or offer to sell, or the acceptance of any terms. Buyer understands and agrees that Sales Quotes are for pricing purposes only and do not reflect the availability of any Goods or the time in which any individual Order can be fulfilled or delivered by Inpro. Quotes are valid as follows: Cubicle Curtain & Track, Washroom Systems - 30 days, Door + Wall Protection, Elevator Interiors, WT Shade - 60 days, Expansion Joint Systems and Architectural Signage - 90 days, and ED12 is good "per proposal" following the issuance by Inpro, after which Inpro does not and will not guarantee the pricing of the Goods and Project Specifications. Buyer understands and agrees that any Order with specifications or requirements deviating from the Project Specifications may result in higher pricing.

(d) Buyer agrees that unless otherwise agreed to, it is liable and responsible for all installation and related services of any and all Goods it purchases from Inpro. Buyer understands and agrees that all motorized Goods require a licensed electrician and that Buyer is liable and responsible for obtaining a licensed electrician to install any and all motorized Goods. Inpro is expressly not liable or responsible for any wiring or electric issues the Buyer may have in installing Goods.

(e) Buyer is liable and responsible for reviewing and approving all Sales Quotes and Order Confirmations for each individual Order. Buyer may submit Order Terms to Inpro and place an Order with Inpro without first obtaining a Sales Quote but expressly waives any objection and challenge as to finalized pricing reflected in any Order Confirmation or delivery of Goods pursuant to that individual Order.

(f) Following the Buyer's submission of Order Terms to Inpro for an individual Order, Inpro shall review the proposed Order Terms. If required for an individual Order, Inpro will request the Buyer to provide a deposit and/or credit approval. Provided the Buyer has supplied all required information and, if applicable, a deposit in support of proposed Order Terms for an individual Order, and provided Inpro agrees to such Order Terms, Inpro shall transmit to the Buyer by electronic mail or facsimile an Order Confirmation reflecting the finalized Order Terms for each Order.

(g) Buyer understands and agrees that no Order Terms shall be deemed accepted by Inpro, and no individual Order shall be accepted, processed, and fulfilled by Inpro, unless and until, for each individual Order: (i) Buyer has created and established a Customer Account pursuant to the terms and conditions of Section 3; (ii) Buyer has supplied all required information by Inpro, including Project Specifications; (iii) if required by Inpro, Buyer has provided a deposit and/or credit approval in support of proposed Order Terms; (iv) Inpro agrees to Buyer's proposed Order Terms in writing; and (v) Inpro provides Buyer with an Order Confirmation reflecting the finalized Order Terms. Buyer understands and agrees that an Order Confirmation alone does not constitute acceptance of any Order Terms or any individual Order.

(h) Buyer understands and agrees that for custom Orders, Buyer has twenty-four (24) hours after receiving Inpro's Order Confirmation to request modification or cancellation of an individual Order and its Order Terms. If Buyer requests modification or cancellation of an individual Order after twenty-four (24) hours from receiving Inpro's Order Confirmation, Inpro reserves the right to charge, and Buyer agrees to

pay, all costs, including production costs, that Inpro cannot recoup in relation to that particular Order, including a 20% restocking fee. In the event Buyer chooses to modify an individual Order and its Order Terms after twenty-four (24) hours from receiving Inpro's Order Confirmation, Inpro shall assess the costs associated with any such requested modifications, and Buyer may then choose to proceed with the original Order Terms or to pay the costs associated with fulfilling the modified Order Terms, provided it has paid for any costs Inpro cannot recoup. Notwithstanding the foregoing, Buyer agrees that each Order for, or otherwise containing, special-order or non-standard Goods (as designated on the applicable Order Confirmation) are non-refundable and cannot be canceled by Buyer without a fifty percent (50%) cancellation fee, in addition to any other costs noted in this Section 4(h).

(i) In the event of a cancellation of an Order for standard Goods, Buyer shall compensate Inpro for all resulting costs and expenses up to receipt of Buyer's written cancellation Notice. For an Order modification, there shall be an equitable adjustment in price and lead time.

5. Product Standards and Specifications.

(a) Buyer understands and agrees that all Inpro Goods are meant for internal (indoor) use only unless otherwise expressly stated in the Product Specifications.

(b) Orders are accepted, fulfilled, and processed by Inpro according to the availability of the materials, supplies, and components necessary to manufacture, assemble, and/or otherwise create the Goods. If necessary for an individual Order, Inpro will notify the Buyer of any "back-order" of Goods. If necessary for an individual Order, Inpro may use substitute materials, supplies, and components for those that are otherwise not obtainable due to governmental regulations or priorities, or not available from suppliers, in order to fulfill and process an individual Order and to produce the corresponding Goods; provided that, Inpro agrees that such substitution will not affect the technical soundness or performance of the Goods. Inpro expressly reserves the right to make deductions to fabric panel size in order to compensate for hardware for any individual Order, which may vary due to the needs of the finished treatment and hardware pursuant to that Order's Project Specifications. Buyers should refer to the Product Specifications for more specific deductions relating to any individual Order.

(c) All Product Specifications published at the time of any individual Order are approximate and may be amended, revised, and/or updated by Inpro from time to time without notice, as applicable and as reasonably necessary. Typographical or clerical errors in Product Specifications or other Inpro documents and publications are subject to correction and are not intentional. For any individual Order, the Buyer agrees to verify the compatibility of Goods and related accessories. Buyer is liable and responsible for confirming with Inpro any information in Product Specifications it intends to rely on for any individual Order. Inpro is not liable or responsible for the Buyer's failure to verify any Product Specifications with Inpro for any individual Order.

(d) Customer's Own Materials ("COM") or any materials provided to Inpro by the Buyer to be used for any individual Order will be considered Third Party Products and governed by the warranties and exclusions as set forth in Section 14(c). COM will be held for ninety (90) days after receipt. All unused materials are forfeited after that time and become the property of Inpro. Availability of these materials will be at the discretion of Inpro.

6. Delivery.

(a) Shipping, freight, handling, insurance, and related costs will be the responsibility of Buyer. Unless otherwise specified by Inpro, all shipping dates provided by Inpro at the request of the Buyer are approximate. Buyer understands and agrees that Buyer is liable and responsible for notifying Inpro of any conditions that may frustrate or prevent shipments and delivery, including but not limited to inability to receive shipments or delivery by the freight carrier.

(b) Inpro shall not be liable or responsible for any delays, loss, or damage of any Goods in transit. It is the responsibility of the Buyer to let the carrier know if there is visible damage upon delivery.

(c) Unless otherwise agreed in writing by the Parties, delivery shall be EXW (INCOTERMS 2020) ready for loading Inpro's designated facility.

(d) Inpro may, in its sole discretion, without liability or penalty, make partial deliveries of Goods to Buyer for an individual Order. Each delivery will constitute a separate sale, and the Buyer shall pay for the units delivered whether in whole or partial fulfillment of an individual Order.

(e) A packing list shall accompany all deliveries of Goods to Buyer. Buyer shall confirm the packing list against all received Goods from Inpro. Inpro is not under any circumstances responsible for lost or missing Goods beyond the Delivery Point. Buyer shall accept all deliveries of Goods by signature.

(c) A 3% convenience fee will be added to all invoices paid over \$5,000 via credit card.

(f) Claims for shortages or other errors must be made in writing to Inpro within five (5) days after delivery at the Delivery Point.

7. Non-delivery.

(a) For each individual Order, the quantity of any installment of Goods as recorded by Inpro on dispatch from Inpro's facilities is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) For each individual Order, Inpro shall not be liable for any non-delivery of Goods unless Buyer gives written Notice to Inpro of the non-delivery within five (5) days of the date when the Goods would in the ordinary course of events have been received.

(c) For each individual Order, any liability of Inpro for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time.

8. Title and Risk of Loss. For each individual Order, title and risk of loss pass to the Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods for any individual Order, Buyer hereby grants to Inpro a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Wisconsin Uniform Commercial Code.

9. Amendment and Modification. This Agreement may only be amended or modified in writing that specifically states that it amends this Agreement and is signed by an authorized representative of each Party.

10. Inspection and Rejection of Nonconforming Goods.

(a) For each individual Order, the Buyer shall inspect the Goods within ten (10) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Inpro in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Inpro. "Nonconforming Goods" means only Goods made available at the Delivery Point that are materially different from those provided for in the applicable Order Confirmation. Buyer expressly agrees that Nonconforming Goods do not include "back-ordered" Goods or Goods that are delayed, lost, or damaged in transit.

(b) For each individual Order, if Buyer timely notifies Inpro of any Nonconforming Goods, Inpro shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, which may include replacing a part or component of a Nonconforming Good to make it conform, or (ii) credit or refund the price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. If indicated by Inpro, Buyer shall ship the Nonconforming Goods to Inpro's facility in either Charlotte, NC, Phoenix, AZ or Muskego WI, as designated by Inpro, for Inpro to determine if a replacement or refund is appropriate. If Inpro exercises its option to replace Nonconforming Goods, Inpro shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer the replacement Goods. In the event of a credit or refund, Inpro reserves the right to determine the appropriate price for Nonconforming Goods and the appropriate refund or credit amount. At no time and in no event does Inpro guarantee a full refund, and under no circumstances shall Buyer be entitled to deduct the Nonconforming Goods from any remittance due to Inpro. In all cases, Inpro reserves the right to inspect and assess all Nonconforming Goods and all returns of Goods by Buyer.

(c) For each individual Order, the Buyer acknowledges and agrees that the remedies set forth in Section 10(b) are the Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 10(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Inpro.

11. Price.

(a) For each individual Order, Buyer shall purchase the Goods from Inpro at the price(s) set forth in the applicable Order Confirmation for that particular Order.

(b) Unless otherwise noted, all prices noted in Product Specifications, Sales Quotes, and Order Confirmations are exclusive of all sales, use, and excise taxes and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes for each individual Order.

12. Payment Terms.

(a) Payment terms are 2% 10 Days, Net 30 unless otherwise specified in an individual Order; provided, that the 2% discount does not apply if paying via credit card, on any prepayment prior to delivery or on freight, tax or any other charges.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of one-and-a-half percent (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Inpro for all costs incurred in collecting any late payments, including, without limitation, collection fees, and attorneys' fees in addition to all other remedies available under these Terms or at law (which Inpro does not waive by the exercise of any rights hereunder). Inpro shall be entitled to suspend the delivery of any Goods if the Buyer fails to pay any amounts when due hereunder and such failure continues for three (3) days following written Notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Inpro, whether relating to Inpro's breach, bankruptcy, or otherwise.

(d) Inpro expressly reserves the right to require prepayment or a deposit on a case-by-case basis.

(e) All Orders totaling \$2,500 or more must be accompanied by a signed purchase Order.

(f) Retainage will not be allowed.

13. Intellectual Property Rights.

(a) **Ownership.** Buyer acknowledges and agrees that:

(i) Any and all Inpro's Intellectual Property Rights are the sole and exclusive property of Inpro or its licensors.

(ii) Buyer shall not acquire any ownership interest in any of Inpro's Intellectual Property Rights under this Agreement;

(iii) any goodwill derived from the use by Buyer of Inpro's Intellectual Property Rights inures to the benefit of Inpro or its licensors, as the case may be;

(iv) if Buyer acquires any Intellectual Property Rights, rights in or relating to any Goods (including any rights in any trademarks, derivative works or patent improvements relating thereto) by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Inpro or its licensors, as the case may be, without further action by either of the Parties; and

(v) Buyer shall use Inpro's Intellectual Property Rights solely for purposes of using the Goods under this Agreement and only in accordance with this Agreement and the instructions of Inpro.

(b) **Prohibited Acts.** Buyer shall not:

(i) take any action that interferes with any of Inpro's rights in or to Inpro's Intellectual Property Rights, including Inpro's ownership or exercise thereof;

(ii) challenge any right, title, or interest of Inpro in or to Inpro's Intellectual Property Rights;

(iii) make any claim or take any action adverse to Inpro's ownership of Inpro's Intellectual Property Rights;

(iv) register or apply for registrations, anywhere in the world, for Inpro's trademarks or any other trademark that is similar to Inpro's trademarks or that incorporates Inpro's trademarks in whole or in confusingly similar part;

(v) use any mark, anywhere that is confusingly similar to Inpro's trademarks in whole or in confusingly similar part;

(vi) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Goods or any of Inpro's trademarks;

(vii) misappropriate any of Inpro's trademarks for use as a domain name without prior written consent from Inpro; or

(viii) alter, obscure, or remove any of Inpro's trademarks, or trademark, or copyright notices or any other proprietary rights notices placed on the Goods, marketing materials, or other materials that Inpro may provide.

14. Limited Warranty.

(a) Inpro offers limited warranties on its Goods that vary in duration ("Warranty Period"), scope, terms, and conditions depending on the type of Goods (each, a "Limited Warranty" and collectively, "Limited Warranties"). Such Limited Warranties are set forth on Inpro's Website and are hereby incorporated into this Agreement by this reference. Limited Warranties may be amended, revised, and/or updated by Inpro from time to time without notice, as applicable and as reasonably necessary.

(b) Except for the applicable Limited Warranties set forth in Section 14(a), INPRO MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. Inpro disclaims all and assumes no liability for, the nonperformance of incompatible system components or accessories of any Goods.

(c) For each Order, products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with the Goods. Third Party Products are not covered by the Limited Warranties set forth in Section 14(a). **FOR THE AVOIDANCE OF DOUBT, INPRO MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** Inpro is not responsible for the Third Party Products, including but not limited to, availability, quantity ordered, flaws, multibanding capabilities, transportation, the overall performance of the system, seams, battens, sealing capability, structural stability, fabric attachment, railroading capabilities, fabric cutting methods, edge fraying, fabric tracking, hour glassing, or fabric storage.

(d) Inpro shall not be liable for a breach of any applicable Limited Warranty set forth in Section 14(a) for any Good(s) under any individual Order unless: (i) Buyer gives Notice to Inpro of the defect(s) in the Good(s) pursuant to the terms and conditions of Section 14(e) within seven (7) days of the time when Buyer discovers or ought to have discovered the defect(s); (ii) Inpro is given a reasonable opportunity after receiving the Notice to examine such Good(s) and Buyer (if requested to do so by Inpro) returns such Good(s) to Inpro's facility at Inpro's expense for the examination to take place there pursuant to the terms and conditions of Section 14(e), and (iii) Inpro reasonably verifies Buyer's claim of the defect(s) in the Good(s).

(e) To sufficiently report or give Notice of any defect under this Agreement and to claim any rights granted by any applicable Limited Warranty set forth in Section 14(a) for any individual Order, Buyer shall:

(i) Immediately notify Inpro of any problem, defect, or issue with the Good(s) by contacting Inpro customer service at (800) 222-5556 or by writing Inpro at Inpro's electronic mail addresses provided on Inpro's Website, providing Inpro with the corresponding Customer Account, Quote Number, Order Confirmation, and other information as required or requested by Inpro. Any claim that is not accompanied by sufficient identifying information, including but not limited to the Customer Account, Quote Number, and Order Confirmation, will be denied. Provided Inpro is provided with sufficient information, Inpro shall provide a return authorization number ("Return Material Authorization") after Buyer has successfully notified Inpro of any problem, defect, or issue with Goods for any individual Order.

(ii) Return the defective Good(s) to Inpro with the Return Material Authorization. Goods returned without the Return Material Authorization will be returned to Buyer at Buyer's expense. Goods must be returned within 90 days of the issuance of the Return Material Authorization.

(iii) Provide Inpro a reasonable opportunity to examine such Good(s) to determine if the Good(s) has become defective due to manufacturing error or from Buyer's use.

(f) For each individual Order, Inpro shall not be liable for a breach of any applicable Limited Warranty set forth in Section 14(a) if:

(i) Buyer makes any further use of such Good(s) after giving such Notice;

(ii) the defect arises because Buyer failed to follow Inpro's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Good(s); or

(iii) Buyer alters or repairs such Good(s) without the prior written consent of Inpro

(g) Subject to Section 14(e), and Section 14(f), with respect to any Good(s) determined to be defective due to manufacturing error during the Warranty Period for any individual Order, Inpro shall, in its sole discretion, either: (i) fully repair or replace such Good(s) (or the defective part or component) or (ii) credit or refund the price of such Good(s) in an amount determined by Inpro provided that, if Inpro so requests, the Buyer shall, at Inpro's expense, return such Good(s) to Inpro.

15. Limitation of Liability.

(a) **IN NO EVENT SHALL INPRO BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS, OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF**

OR RELATING TO ANY BREACH OF THESE TERMS, ANY ORDER OR ORDER TERMS. IN NO EVENT SHALL INPRO'S LIABILITY WITH RESPECT TO ANY GOOD EXCEED THE PRICE ACTUALLY PAID BY BUYER TO INPRO FOR SUCH GOOD. THE LIMITATIONS IN THIS SECTION 15 SHALL APPLY WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for import and export clearance with respect to the Goods. Inpro may terminate this Agreement or any Order upon written notice to Buyer if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

17. Termination. In addition to any rights or remedies that may be provided under these Terms, Inpro may terminate this Agreement or any Order with immediate effect upon written Notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement for any individual Order; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. Waiver. No waiver by Inpro of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Inpro. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19. Confidential Information. All non-public, confidential, or proprietary information of Inpro, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Inpro to Buyer, whether disclosed orally or disclosed or accessed in written electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Inpro in writing. Upon Inpro's request, Buyer shall promptly return all documents and other materials received from Inpro. Inpro shall be entitled to injunctive relief for any violation of this Section 19. This Section 19 does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Force Majeure. Inpro shall not be liable or responsible to Buyer, or be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Inpro including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Inpro. Any purported assignment or delegation in violation of this Section 21 is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

22. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or another form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have the authority to contract for or bind the other Party in any manner whatsoever.

23. No Third-Party Beneficiaries. This agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

24. Governing Law. All matters and disputes arising out of or relating to this Agreement shall be solely and exclusively governed by and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

25. Jurisdiction and Venue. The Parties agree that any dispute, claim, or action relating to or arising from or under this Agreement or an Order shall be exclusively brought in the federal or state courts sitting in or for Waukesha County, Wisconsin, and each Party irrevocably submits to the exclusive jurisdiction of such courts.

26. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be written in English and addressed to the Parties at the addresses set forth on the cover page of this Agreement or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section 26.

27. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including but not limited to Sections 13, 16, 19, 24, 25, and 28.

29. Export Matters. Goods, and any technical information related thereto, may be subject to the United States and/or other national or international laws and regulations controlling the export and re-export of technical data and Goods, or limiting the export of certain Goods to specified countries and denied parties, including companies and individuals (embargo regulations). Inpro shall not be obligated under this Agreement to export, transfer, or deliver any Goods or related technical information to Buyer if prohibited by applicable law or until all necessary governmental authorizations have been obtained. Inpro shall not be liable under this Agreement for any expenses or damages resulting from failure to obtain or delays in obtaining any required government authorizations. Buyer shall comply fully with all export administration and control laws and regulations of the U.S. government and/or other national or international laws and regulations as may be applicable to the export, re-export, resale, or other disposition of any Goods purchased from Inpro.