

Payment: Net 10 days / Cash or Financed

Delivery: Will advise at time of order.

F.O.B.: Shipping Point

Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.

Lease offerings subject to credit approval

Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.

Some options and configurations may void UL.

Conditions subject to change to those in effect at time of delivery.

Your signature on this proposal constitutes an order.

Please contact your Toyota sales representative for additional information.

GENERAL - Any offer or order placed by a Buyer, whether oral, written, by facsimile, e-mail or other electronic means, shall be deemed to constitute an offer by the Buyer to enter into a contract to purchase Seller's products (the "Products") on these Standard Terms and Conditions of Sale (the "Terms"), which shall be deemed to be incorporated into any such offer or order. The offer or order, together with these Terms, shall constitute the entire agreement between Seller and Buyer (the "Contract"). Any offer by a Buyer shall be deemed to be accepted by Seller, and a contract on the terms and conditions contained herein shall be deemed to be entered into, upon the transmittal of Seller's "Acknowledgment of Order" to Buyer, or upon the shipment of Products to Buyer, whichever occurs first.

SELLER HEREBY EXPRESSLY OBJECTS TO, AND IS NOT BOUND BY, ANY TERMS OR CONDITIONS ON BUYER'S ORDER, CONFIRMATION FORMS OR OTHER DOCUMENTS, WHICH ATTEMPT TO IMPOSE UPON SELLER TERMS AND CONDITIONS WHICH DIFFER FROM SELLER'S STANDARD TERMS AND CONDITIONS OF SALE HEREIN; AND SHIPMENT OR OTHER PERFORMANCE BY SELLER SHALL NOT CONSTITUTE ASSENT TO ANY SUCH INCONSISTENT TERMS. BUYER'S FULL OR PARTIAL PAYMENT OR ACCEPTANCE OF DELIVERY SHALL CONSTITUTE ACCEPTANCE OF ALL OF THESE STANDARD TERMS AND CONDITIONS

PAYMENT - Unless otherwise agreed by Seller in writing, Buyer agrees to make full payment within ten (10) days of the date of Seller's invoice, in U.S. Dollars. Outstanding balances not paid when due are subject to late charges accruing from the invoice date at the rate of 1.5 percent per month. Seller's receipt of any payment less than the full amount due shall not waive any rights of Seller. Seller reserves the right at any time to refuse or stop delivery of any order whenever, in Seller's discretion, there is doubt as to Buyer's financial responsibility. Seller may decline to make delivery on any accepted order, except for cash, and make delivery only against payment of cash in advance of delivery. All costs and expenses, including but not limited to collection fees and reasonable attorney's fees for the collection of any overdue amount due Seller, shall be paid by Buyer.

PRICES - Prices quoted by Seller in writing are firm for thirty (30) days, and are subject to change without notice. Unless expressly stated to the contrary, prices for the Products covered by Buyer's order are exclusive of federal, state or other sales, use or similar taxes due and payable by reason of this sale. Such taxes shall be the responsibility of Buyer and may be added to the invoice as a separate item, or may be separately invoiced.

SHIPPING TERMS - Unless otherwise noted in Seller's quotation, deliveries of the Products shall be F.O.B. Origin. Risk of loss relating to shipments of the Products shall pass from Seller to Buyer upon proper tender thereof by Seller to Buyer. SELLER SHALL NOT BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS CONTRACT; AND SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAYS IN SHIPMENT, INSTALLATION OR FURNISHING OF THE PRODUCTS UNDER THIS CONTRACT, WHETHER TO BUYER OR THIRD PARTIES

DELIVERY - Unless otherwise provided in writing, any delivery dates specified or quoted by Seller are estimates only, based on the anticipated product availability at that time. Seller will make a good-faith effort to meet the estimated shipping dates, but Seller shall not be responsible for failure to do so, and in no event shall it be liable for any loss, cost, damage or expense whatsoever incurred by Buyer, or its customers, that may result therefrom. Seller will notify Buyer of conditions delaying or preventing delivery of ordered Products, and will provide Buyer with Seller's best estimate of the rescheduled delivery(ies).

FORCE MAJEURE - Seller shall have no liability to Buyer or third parties for any delay in, or failure of, performance caused by circumstances beyond its direct control, including but not limited to acts of God, fire, flood, war, governmental action, major equipment failure, accident, labor disputes, strikes, shortage or inability to obtain materials, equipment, power or transportation. If delay is caused by any such circumstances, Seller shall have the option to cancel this contract, without liability to either party.

CANCELLATION/DEFERRED DELIVERY – Orders accepted by Seller may not be canceled or deferred by Buyer unless agreed in advance in writing by Seller. If Buyer defaults in any payment when due, or if Buyer becomes the subject of any bankruptcy or insolvency proceeding, Seller may, in its discretion and without prejudice as to its other lawful remedies, cancel or defer delivery and/or demand immediate payment of all of Buyer's outstanding invoices or account balances (plus any additional costs, expenses, losses or damages, including without limitation, lost profits, incurred by it as a result of such cancellation, delay, default or bankruptcy of Buyer).

LIMITED WARRANTY – All of the products furnished hereunder are furnished by suppliers to Seller and are warranted by Seller only to the extent of the original warranties provided by the original manufacturer of the products. Seller will provide all reasonable assistance to Buyer in obtaining the benefits of such warranties. No warranty is effective if (i) the products are not stored or handled appropriately, (ii) the defect resulted from the damages occurring after delivery, (iii) the defect was not reported to Seller within thirty (30) days after delivery, or (iv) the defect is observable at the time of delivery and is not reported upon delivery. THE WARRANTIES AND REMEDIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER WITH RESPECT TO PRODUCTS SOLD BY SELLER, INCLUDING ANY OBLIGATIONS OR LIABILITY ARISING OUT OF SELLER'S NEGLIGENCE OR FAULT AND INCLUDING ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

INTELLECTUAL PROPERTY - Buyer hereby acknowledges that Seller has all right, title and interest in and to, and is the sole and exclusive owner of (or has to its knowledge otherwise lawfully and validly obtained the right to use and employ, whether by license or otherwise) the Seller's patents, trademarks, "know-how," trade secrets, copyrights, technology and other information relating to the use, design, composition, development, manufacture, distribution, production and installation of the Products (collectively, the "Seller's Intellectual Property"), including, without limitation, any patent or patent application which may hereafter be awarded or filed anywhere in the world in connection with any Seller Intellectual Property (further including without limitation products developed after the effective date of this agreement), and all improvements to the Seller Intellectual Property developed or acquired by Seller during the term of this agreement.

INSPECTION AND ACCEPTANCE OF PRODUCTS BY BUYER - Buyer will have three (3) days after delivery of the Products to inspect the Products and to provide written notice to Seller of any defects. If Buyer does not notify Seller during this period, the Products shall be deemed accepted by Buyer and it is expressly agreed that Buyer shall have waived all claims based on any defects that were or would have been discovered upon reasonable inspection during this period. Such acceptance shall be deemed to have been made with knowledge of any defects that such an inspection reasonably would have revealed.

INDEMNIFICATION – To the maximum extent allowed by law, Buyer agrees to protect, indemnify and save harmless Seller, its successors, assigns, employees, and agents of and from any claim, loss, damage, deficiency, action, demand, judgment, cost or expense (including attorney's fees) arising out of (i) Buyer's

negligence, use, ownership, maintenance, transfer, transportation or disposal of the products, (ii) Buyer's violation or alleged violation of any federal, state, county or local laws or regulations, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices, and (iii) Buyer's breach of these terms and conditions. Seller's remedies under these terms and conditions are cumulative and in addition to any other remedies available to Seller at law, in equity, by contract or otherwise. No purported limitation on Seller's remedies contained in any purchase order or other agreement, instrument or document provided by the Buyer shall operate to reduce Buyer's indemnification obligations hereunder.

ASSIGNMENT – Buyer may not assign either its rights or obligations under any purchase order or invoice without the prior written consent of the Seller, and any attempted assignment without such consent shall be void. Seller may assign or subcontract its rights and obligations under any purchase order from Buyer.

GOVERNING LAW; VENUE – All transactions between Seller and Buyer shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to any conflicts of law principles. Any action or proceeding involving any dispute, claim or controversy relating to or arising from these terms and conditions or such transactions shall be commenced exclusively in the federal or state courts located within Brown County, Wisconsin, and the Buyer consents to the exclusive jurisdiction of such courts and waives any objection to such jurisdiction.

NON-WAIVER – The waiver by Seller of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this agreement or of any future breach of the provision so waived. These Standard Terms and Conditions confer no rights on third parties.

ENTIRE AGREEMENT – These terms and conditions constitute and represent the complete and entire agreement between Seller and Buyer and supersede all previous communications and representations, either written or verbal, with respect to the subject matter of any purchase order or invoice. No modification of these terms and conditions shall be binding on the Seller unless made in writing in accordance with the terms of these terms and conditions.