



## **FPZ, Inc. Terms and Conditions**

The Company, FPZ, Inc., hereinafter referred to as the SELLER, with registered office at 150 N. Progress Drive, Saukville, WI declares that for its commercial transactions with third parties, hereinafter referred to as the BUYERS, the following shall be applicable.

### **General Conditions of Sale**

#### **Whereas**

The parties agree that all business relations between the same shall be regulated by these General Conditions which, once agreed, shall remain effective until any amendments or modifications are made in writing to the same.

#### **Prices**

1. Supplies shall be executed at the agreed prices, save any obvious transcription and calculation errors.

#### **Packaging**

2. Standard packaging is included in the sale price, save for different agreements.

#### **Illustrations**

3. All illustrations in catalogues, price lists, pamphlets, drafts, size, and weight tables are for information purposes only and do not bind the seller to respect the same.

#### **Delivery**

4. The period fixed for delivery shall run from the day following that on which we receive acceptance of our offer on behalf of the buyer.
5. We shall not respond to any claims on behalf of the client and/or user due to lack of compliance with the delivery conditions.
6. Delivery shall be considered carried out, for all purposes, at the place and time when the goods are picked up pursuant to INCOTERMS procedures of the ICC. For goods, the buyer hereby authorizes the seller to instruct the party assigned for transportation on behalf of the buyer, without the same giving rise to any undertaking of responsibility on behalf of the seller and expressly holding the same harmless.

#### **Shipments**

7. Any Duty payable is to be paid by the buyer.
8. The parties agree that the refusal of an order, for any reason after the shipment of the contractual goods, shall automatically give rise to the buyer being charged for all transportation, delivery, and shipment expenses.



## **Payments**

9. Payments must be exclusively made to the seller at the Saukville office or the authorized offices.
10. Even when payment occurs by a draft, bill of exchange or cash order, it remains understood that it was executed at the domicile of the seller, hence, in the case of default; the buyer must forward the amount due directly to the same.
11. Any coverage with bills of exchange shall be understood as subject to collection and never by novation.
12. In the event of default, including partial, of payments as at the due dates or, at the discretion of the seller, should the legal or financial conditions of the buyer appear to have changed, the same shall accept the faculty of the seller to suspend the supply.
13. In the event of late payment, the buyer shall pay the bank interest in effect as at the due date to the seller and without the necessity of placing the purchaser in default.
14. Notwithstanding any outstanding complaints, the buyer approves the regulation of the payments as at the dates agreed expressing the appropriate reservations appropriate in its interests.

## **Reserved Domain**

15. The ownership of the purchased and sold material shall be transferred to the seller only when the entire amount due for the same is fully paid to the seller, save for the case in which the full payment is made in cash or in advance. The overall price is not considered paid until every cheque or other means of payment of the buyer is collected or in any case honored within the terms of the same.
16. The buyer undertakes the obligation to immediately return all the products sent to the seller, but not yet owned by the buyer, if the buyer fails to fulfil the timely payment of any amount due to the seller. To this end, the buyer shall consent to the seller, its employees, and agents to access its premises to pick-up the unpaid goods.
17. The buyer is required to insure the material at its own expense against fire damage or any other fortuitous event until full payment of the asset.

## **Warranty on Newly Manufactured Products**

18. See Warranty

## **Warranty on Repaired Products**

19. See Warranty

## **Testing**

20. FPZ standard factory tests apply. Non-standard tests must be agreed upon prior to order placement and associated fees pertaining to non-standard tests are the responsibility of the buyer.

## **Penalty**

21. Any cancellation of orders underway shall be treated as indicated in the order confirmation and FPZ reserves the right to charge the warehousing fees for unclaimed material.

## **Complaints**

22. See warranty.



### **Applicable Law and Competent Court**

23. For any controversy not regulated by these “General Conditions of Sale”, relevant to the interpretation, execution and/or termination of the “General Conditions of Sale”, shall be governed and construed in accordance with the laws of the State of Wisconsin.

### **Various**

24. Any agreements in addition or in total or partial derogation of these conditions must be the result of contracts executed directly between the parties. Any agreement made or which has been made with agents, representatives, executives, or other persons not provided with an express written proxy from the seller shall not be considered valid.

25. Any registered or transcription fees deriving from the present are payable by the buyer.

