

## **TERMS AND CONDITIONS OF SALE/LIMITED AND EXCLUSIVE WARRANTY**

The following are the exclusive terms and conditions for the sale of the Miller and Company products, acceptance of which by the customer shall be deemed acceptance of these terms and conditions. All contrary terms in any purchase order or other document are hereby rejected by Miller and Company.

Buyer's sole remedy against Seller under these Terms and Conditions shall be the following: (a) Written notice of any objections concerning the Goods shall be delivered to Seller, within 5 calendar days after receipt by buyer of the Goods, accompanied, at Buyer's expense, by a representative sample of such Goods and any objection or other claim not specified in such written notice shall be deemed waived and released; (b) Seller shall examine such representative sample and determine whether the consent and/or quality thereof differs materially from that specified in the Buyer's Purchase Order or Seller's Specifications, and Seller's determination shall be conclusive and binding on Buyer and Seller; (c) if Seller determines that the Goods differ materially from the consent and/or quality stated on the reverse hereof, Seller may, at its option (i) credit Buyer with the difference in value or (ii) replace those goods determined to be defective. The option elected by Seller shall be Buyer's sole and exclusive remedy hereunder, in no event shall Seller's liability exceed that set forth herein. Buyer shall hold Seller harmless from any and all claims and actions by third parties arising from the fact that the content and/or quality of the Goods differs from that stated on the Buyer's Purchase Order or Seller's Specifications or arising from Seller's election of either of the above options.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE. EXCEPT TO THE EXTENT OF AND IN ACCORDANCE WITH THE REMEDIES PROVIDED BY THIS LIMITED AND EXCLUSIVE WARRANTY, MILLER AND COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, OR OTHER DAMAGES ARISING FROM THE SALE OF THE PRODUCTS TO THE CUSTOMER OR THE CUSTOMER'S USE OF THE PRODUCTS.

MILLER AND COMPANY SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES INCURRED BY THE CUSTOMER OR ANY THIRD PARTIES AS A RESULT OF ANY ALLEGED DEFECTS IN THE PRODUCTS, OR OTHERWISE ARISING FROM THE SALE OF THE PRODUCTS TO THE CUSTOMER OR THE CUSTOMER'S USE THEREOF.

If either party hereto is unable to carry out any of its obligations because of force majeure, that party may give written notice to the other party expressly claiming force majeure within 10 calendar days after the claiming party becomes aware that force majeure will prevent it from performing some or all of its obligations hereunder. Upon receipt of such notice by the other party, the obligations of the claiming party shall be suspended to the extent and for the period of time made necessary by such force majeure. The claiming party shall take all reasonable steps to mitigate or eliminate the effects of such force majeure (but nothing herein shall be construed to require either party to accede to any demands of labor or other third parties which the claiming party considers unreasonable). Notice of force majeure given by Buyer shall not terminate its obligations with respect to shipments already in transit to Buyer.

This Limited and Exclusive Warranty is for the sole use and benefit of the customer purchasing the products directly from Miller and Company. It is not transferable or assignable, and the remedies provided herein may not be exercised by anyone else.

This transaction shall be governed by the substantive law of the State of Illinois, irrespective of conflict of laws rules.