

TERMS AND CONDITIONS OF SALE

1. Parties. "Seller" means Monroe Feed and Grain, LLC, an Ohio corporation. "Buyer" means the entity or person submitting the purchase order to Seller or otherwise contracting with Seller for the purchase of goods.
 2. *Application.* These Terms and Conditions of Sale define the relationship of Buyer and Seller and apply to all sales of ("Products") by Seller to Buyer. Buyer acknowledges and agrees that these Terms and Conditions of Sale are incorporated in, and are a part of, each quotation, purchase order, acceptance, invoice, release, requisition, work order, shipping instruction, specification, and any other document, whether expressed verbally, in written form or electronic commerce, relating to the sale of Products by Seller to Buyer (these documents are collectively referred to as the "Agreement"). These Terms and Conditions of Sale do not need to be separately signed in order to be binding and enforceable by the Parties.
 3. *Pricing.* Prices for Products and other related information shown in any Seller or manufacturer product publication, including but not limited to catalogs, brochures, and websites, are subject to change without notice. Prices do not include related freight charges, use tax, sales tax, excise tax, value-added tax, or similar taxes, or charges of any nature whatsoever imposed by any governmental authority unless otherwise expressly noted by Seller.
 4. Unless otherwise specifically agreed in writing by an authorized agent of Kalmbach, all invoices and/or other amounts due Kalmbach are due and payable to Kalmbach, without setoff or other deductions or charges according to the terms of Kalmbach's invoice(s). Any amounts due by Applicant to Kalmbach that are not paid according to the terms of Kalmbach's invoice(s) will bear interest at the rate of 2% per month or the maximum rate permitted by law, whichever is less. In addition, Applicant agrees to reimburse Kalmbach for all collection agency fees, expenses, costs, and attorney fees (including in-house collection fees or attorney fees) incurred or expended by Kalmbach in enforcing any of its rights hereunder and/or collecting any past due sums.
 5. *Limited Warranty—Disclaimer of Warranties.* The warranty obligations of Seller for Products sold by Seller will in all respects conform and be limited to the warranty, if any, extended by the manufacturer of the Products, and then only if transferable. The sole remedy available to Buyer with respect to defects in the Products will be against the manufacturer under any applicable manufacturer's warranty to the extent available to Buyer. TO THE EXTENT THE MANUFACTURER WARRANTY IS NOT TRANSFERABLE TO BUYER AS WELL AS IN THOSE CASES WHERE SELLER IS THE MANUFACTURER, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO OR IN ANY WAY RELATING TO THE PRODUCTS, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR EXPENSE OCCASIONED BY THE USE OF DEFECTIVE PRODUCTS.
 6. *Delivery.* Any delivery dates or other schedule of performance by Seller are approximations, and the sole obligation of Seller with respect to the schedule of delivery or performance will be to use commercially reasonable efforts to deliver the Products, or otherwise to perform, consistent with the reasonable demands of its business. In any event, Seller will have no liability to Buyer or any other person for delays in performance due to strikes or labor disputes of any type; accidents, fire, floods, acts of God, or actions by governmental authorities; acts, omissions, or delays of Buyer or any other third party; shortages of labor; or without limitation of the above, for any causes reasonably beyond the control of Seller.
 7. *Title and Risk of Loss.* Title to and risk of loss or damage to the Products will pass to Buyer on delivery by Seller F.O.B. (a) Seller's facility, (b) Seller's supplier's facility when Products are shipped directly from the manufacturer, if other than Seller or (c) as otherwise specifically indicated in the Agreement.
 8. *Inspection and Acceptance.* Buyer will have 3 days from the date of delivery to inspect the Products for defects and nonconformance and to notify Seller, in writing, of any defects, nonconformance, or rejection of the Products (other than defects or nonconformities due to damage, shortage, or errors in shipping that will be reported as set forth below). Claims for shipping damage, errors, or shortages must be made in writing to Seller no more than 7 days after receipt of shipment. After this period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted. After acceptance, Buyer will have no right to reject the Products for any reason or revoke acceptance. Claims for damage due to shipping must be made by Buyer to the freight carrier.
 9. *Return of Products.* All returns will be pursuant to Seller's instructions.
 10. *Cancellation or Termination.* In the event of cancellation of the Agreement by Buyer, or in the event of default under the Agreement by Buyer that is not cured within 30 days after notice by Seller, Buyer will pay to Seller on demand all direct and indirect costs incurred directly or indirectly by Seller in connection with the Agreement, all as reasonably determined by Seller. In no event, however, will any amount payable by Buyer under the Agreement exceed the total price payable by Buyer for the Products.
 11. *Technical Support.* Unless otherwise specifically provided on the quotation or invoice, the Agreement does not include any services of Seller in connection with installation, testing, or evaluation of the Products.
 12. *Modifications and Waiver—Entire Agreement.* Neither party has rights, warranties, or conditions expressed or implied, statutory or otherwise, other than those contained in the Agreement. The Agreement contains the entire agreement between Seller and Buyer and can be modified or rescinded only by a writing signed by both parties. No waiver of any provision of the Agreement will be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted, and unless expressly made generally applicable, will apply only to the specific case for which the waiver is given. Failure of either party to insist on strict performance of the Agreement will not be construed as a waiver of any term or condition of the Agreement.
- Any document submitted by Buyer to Seller confirming its intention to purchase Products described in the Agreement (purchase orders or releases) will be deemed to constitute a confirmation and acceptance of the Agreement, even if the document states terms in addition to or different from those in the Agreement. All agreements between Seller and Buyer will be solely under the terms and conditions of the Agreement and these Terms and Conditions of Sale, and Seller objects to any and all additional or different terms contained in any document submitted to Seller by Buyer. Any execution by Seller of any other document submitted by Buyer in connection with the purchase of Products does not constitute acceptance of or agreement to any terms and conditions in addition to or different from those contained in the Agreement and these Terms and Conditions of Sale, but will constitute only acknowledgment of receipt of the document. In addition, notwithstanding any terms contained in any documents submitted by Buyer in connection with the purchase of Products described under the Agreement, the acceptance of delivery by Buyer of Products described in the Agreement will constitute a course of conduct constituting Buyer's agreement to the terms and conditions of the Agreement and these Terms and Conditions of Sale, to the exclusion of any additional or different terms and conditions.
13. *Compliance with Laws.* Buyer will be responsible for compliance with any and all federal, state, or local laws or regulations respecting safety or respecting use of the Products and shall indemnify and hold Seller harmless from and against any and all claims of violations of laws or regulations or other claims of death, injury, disease, reduced or lost productivity, personal injury or property damage directly or indirectly related to the use, implementation or operation of the Products.
 14. *Governing Law and Venue.* Applicant and Kalmbach agree that the laws of the State of Ohio shall govern and be applied in any and all actions or proceedings arising in connection with and/or in any way related to Kalmbach's sale of goods or products to Applicant or Kalmbach's extension of credit to Applicant. Applicant and Kalmbach also unconditionally submit to the jurisdiction of any Ohio State Court sitting in Wyandot County, Ohio in any action or proceeding commenced by either party relating to and/or arising in connection with Kalmbach's sale of goods or products to Applicant or Kalmbach's extension of credit to Applicant.

15. Returned Item Fees for Checks and ACH Payments:

Your account will be charged a return item fee to cover the cost of Kalmbach bank fees incurred and additional payment processing costs.

Returned payments will result in the fees in the tables below:

Returned Check Fees	
Occurrence	Charge
First time	\$50
Second time	\$100
Third time	\$250
Fourth time	\$500

Returned ACH Fees	
Occurrence	Charge
First time	\$25
Second time	\$50
Third time	\$100
Fourth time	\$250