

**STANDARD CONDITIONS OF SALE**

<b>Agent's Authority and Acceptance:</b>	No agent, representative, or dealer has any authority to obligate Bryant to any terms, stipulations or conditions not herein expressed. These conditions can be varied in writing only. If the conditions stated in Purchaser's order are inconsistent with these conditions, Bryant's acceptance of the Purchaser's order shall constitute a counter offer, and the Purchaser shall be deemed to have accepted these conditions unless Bryant is notified to the contrary in writing within five days after receiving Bryant's acceptance. All typographical and clerical errors are subject to correction.
<b>Cancellation and Change:</b>	Orders accepted by Bryant are not subject to cancellation or change except upon conditions acceptable to Bryant. No change order shall be effective unless expressed in writing and signed by both the Purchaser and Bryant.
<b>Shipment:</b>	Shipping dates indicated in our proposal are approximate and are based on the acceptance of the order with complete engineering and manufacturing information at the home office of Bryant, Ixonia, Wisconsin. If Purchaser fails to furnish needed information, dates of shipment may be extended. Products manufactured by Bryant will be stored at the Purchaser's risk and expense in the event of (i) suspension of manufacture at the Purchaser's direction, or by reason of the Purchaser's failure to comply with any of the terms and conditions hereof, or (ii) Purchaser's refusal or inability to accept delivery thereof.
<b>Payment and Taxes:</b>	All prices are quoted and all payments are to be made in U.S. funds. If shipment is delayed by the Purchaser, equipment will be invoiced upon completion of manufacture and payment will become due according to invoice. Unless otherwise specified, terms of payment are f.o.b. Bryant's shipping point, 30 days net from the date of invoice. If Purchaser seeks to reject all or any portion of a shipment from Bryant for any alleged nonconformity whatsoever, such rejection must be made, in writing to Bryant, within ten (10) days of receipt of such shipment by Purchaser or the shipment will irrevocably be deemed accepted by Purchaser. Sales, use, excise or other taxes arising out of or related to this order are not included in the price except as otherwise specifically stated, and all such taxes are the responsibility of the Purchaser. A finance charge of 1-1/2% per month which is an annual percentage rate of 18% may be charged on all past due accounts. Purchaser agrees that all suits arising out of, or concerning, this agreement or order, by or against Bryant, shall be filed exclusively in the Circuit Court for Jefferson County, State of Wisconsin. Purchaser consents and agrees to the exclusive jurisdiction of such court. If any suit or action is filed by Bryant to enforce Purchaser's obligations under this agreement, Purchaser agrees to pay Bryant's reasonable attorneys' fees, court costs, disbursements, or other similar costs of collection.
<b>Warranty:</b>	Bryant warrants the products of its manufacture to be free from defective material or workmanship for a period of one (1) year from date of shipment from the factory when given normal and proper usage and while owned by the original Purchaser from Bryant. In addition, Bryant warrants all Telescopes®, which have been manufactured and equipped by Bryant with FreeSeal® at the time of sale, that the Telescope® will not bind up or freeze up at any time while owned by the original purchaser thereof and while used in its original installation, provided that the Telescope® has been properly maintained and lubricated in accordance with the instructions furnished with the Telescope® at the time of purchase. Bryant warrants that all standard screw type Telescopes® will not bind up or freeze up for five (5) years from the date of purchase, provided that the Telescope® has been properly maintained and lubricated in accordance with the instructions furnished with the Telescope® at the time of purchase. In order to qualify for either the five (5) year or extended No Freeze Up Warranties described above, the end user must register their Telescopes® at <a href="http://www.bryantregistration.com">www.bryantregistration.com</a> within 60 days of purchase. The Purchaser shall notify Bryant immediately of any defective part or parts and return the same at Purchaser's expense to Bryant, together with date and proof of purchase. Bryant shall inspect the returned parts, and if covered under this warranty, shall repair or replace any defective parts at Bryant's expense and return same to customer at Bryant's expense together with a credit to Purchaser for the cost of returning the parts to Bryant. <b>PURCHASER'S SOLE REMEDY UNDER THIS WARRANTY SHALL BE SUCH REPAIR OR REPLACEMENT OF ANY DEFECTIVE PARTS WITHIN THE WARRANTY PERIOD; BRYANT SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF PURCHASER.</b> Bryant shall in no event be held liable for damage or delay caused by defective parts and will not accept any charges for work performed by Purchaser in making adjustments or repairs to the equipment unless such work has been authorized in writing by Bryant. Any equipment or component not of Bryant's own manufacture is sold under the warranty of such manufacturer and is not warranted by Bryant in any way. When components manufactured by Bryant are to be assembled in combination with any materials or equipment of Purchaser's design, the warranty hereunder is limited to each separate component and not to any combination. Any modification or alteration of the equipment or any substitution or addition of components not furnished by or authorized by Bryant shall at the option of Bryant, void this limited express warranty, <b>BRYANT MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS STATED ABOVE ARE HEREBY DISCLAIMED.</b> No representation or warranty is made with respect to compliance with the requirements of the Occupational Safety and Health Act of 1910.
<b>Responsibility:</b>	Bryant shall not be liable for loss, damage, detention, delay or failure to deliver resulting from causes beyond its reasonable control including, without limitation, fire, flood, strike, insurrection, war, embargoes, riot, car or truck shortages, wrecks or delays in transportation, inability of Bryant to obtain supplies of raw materials, or requirements or regulations of any civil or military authority. Receipt of the equipment by the Purchaser upon delivery shall constitute a waiver of all claims for loss or damage due to delay. Bryant shall not be liable for indirect or consequential damages under any circumstances, including, without limitation, losses or expenses arising in connection with the use of, or inability to use, its equipment for any purpose whatsoever. Purchaser agrees to indemnify and hold Bryant harmless from all claims, demands, suits, judgments, or damages of any nature whatsoever related or pertaining to the sale, distribution or use of Bryant's Products by any person, corporation or business, whether or not such claims, demands, suits, judgments or damages were caused in whole or in part by Bryant's negligence or by Bryant's product.
<b>Product Liability:</b>	Purchaser shall require its employees and any other person using the equipment to use safety devices, guards, and proper safe operation procedures. Purchaser shall not remove or modify safety devices, guards or warning signs, nor allow any person to remove or modify the same, or to operate the equipment if such devices, guards or signs have been removed or modified. Purchaser shall not permit any person other than required operating personnel to remain within ten feet of equipment during the operation thereof. Purchaser agrees to indemnify and hold Bryant harmless from any and all claims, actions, proceedings, costs, expenses, (including attorney fees), damages and liabilities occasioned by damage or injury to any person or person's property arising directly or indirectly in connection with the operation of the equipment, if the Purchaser; (i) fails to observe each and every obligation set forth in this paragraph; (ii) fails to purchase and use safety devices and guards; (iii) fails to maintain good working order such safety devices and guards; (iv) adds, omits, modifies or substitutes any components on the equipment; (v) exceeds at any time the maximum safe loads or other similar specifications recommended by Bryant for the equipment, or (vi) makes any repairs, adjustments, or other work on any machines without following Bryant's or component manufacturer's guidelines for lockout or tagout procedures or takes any such action without first ensuring that the equipment has been unplugged or disconnected from all airline, hydraulic, electrical power sources and drive mechanisms. Purchaser shall notify Bryant promptly, and in any event within 30 days, of any accident, malfunction, or other use or misuse or occurrence involving products of Bryant which results in personal injury or damage to property, and shall cooperate fully with Bryant in investigating and determining the cause of such occurrence. In the event that Purchaser shall fail to give such notice to Bryant and to cooperate as herein provided, Purchaser agrees to indemnify and hold Bryant harmless from any and all claims, actions, proceedings, costs, expenses, (including attorneys fees) damages and liabilities arising from such accident, malfunction, or other occurrence.
<b>Title:</b>	The title of the products or equipment covered by this proposal shall remain with Bryant, and such equipment shall remain personal property until all payments (including deferred payments whether evidenced by notes or otherwise) shall have been made in full cash to Bryant, and the Purchaser agrees to do all acts necessary to perfect and assure retention of title to the equipment for Bryant.
<b>Design Supplied by Purchaser:</b>	In the event and to the extent that the products or equipment or any portion thereof is produced according to design supplied to Bryant by or at the direction of the Purchaser, the Purchaser hereby agrees to indemnify and hold Bryant harmless from any and all claims, actions, proceedings, costs, expenses (including attorney fees), damages and liabilities occasioned by (i) damage or injury to any person or any person's property arising directly or indirectly in connection with the operation of the equipment or the use of the product; or (ii) any claim that the equipment, product, or such portion thereof constitutes and infringement of any patent. This paragraph shall apply regardless of any contrary provision contained herein.
<b>General:</b>	Every indemnification of Bryant hereunder shall also extend to each of the directors, officers, employees and agents of Bryant. All contracts of sales shall be governed by Wisconsin law.