



TERMS AND CONDITIONS

FIRM ORDER

Purchaser by placing an order for Product, makes an offer to purchase pursuant to these Terms and Conditions which offer, if accepted by Intertractor America Corporation ("Seller") is accepted within the State of Wisconsin, and Purchaser consents to the jurisdiction of the State of Wisconsin for the limited purpose of disputes arising between the parties resulting from this transaction and agrees that the laws of the State of Wisconsin shall apply. Upon acceptance by Seller, Purchaser shall be bound by the terms and conditions of sale as set forth herein. Orders once placed and accepted by Seller may not be cancelled or revised without Seller's written consent and then only on terms that indemnify Seller against loss.

PAYMENT TERMS

Payment terms are set for on the face hereof. In the event of collection proceedings, Purchaser shall pay all collection and other costs incurred by Seller, including but not limited to reasonable attorneys fees.

BILLING DISCREPANCIES/INQUIRES

All billing discrepancies and inquiries must be reported within 30 days of invoice date. Failure to notify Seller within 30 days will be considered acknowledgement the invoice is correct and payable as noted. If the invoice is incorrect or Purchaser needs additional information, please follow either of these convenient reporting procedures:

1. Mail a copy of the invoice in question with an indication of the problem to:
Intertractor America Corporation
Attn: Customer Service Department
960 Proctor Drive
Elkhorn, WI 53121
2. Fax a copy of the invoice in question and an indication of the problem to the Customer Service Department at 262-741-6655.

DELAY OR NON-DELIVERY

Seller shall not be liable in any way for delay, non-delivery or default in shipment due to labor disputes, transportation shortages, priorities, acts of governmental authorities or other causes beyond the control of Seller, affecting Seller and/or its suppliers.

FREIGHT

Product shall be shipped F.O.B. Seller's location

RISK OF LOSS AND TITLE

All Products are shipped at Purchaser's risk. Title passes from Seller to Purchaser and Seller's responsibility for damage or loss ceases when Product is delivered to the carrier, to Purchaser or to Purchaser's agent at Seller's facility, whichever occurs earlier. Seller retains a purchase money security interest in all Product now owned or hereafter acquired by Purchaser and to any proceeds thereof until the purchase price and any other charges shall have been paid in full.

WARRANTIES

The only warranties made or given by Seller are those contained in its written warranty(ies) in effect at the time of shipment and applicable to Product, copies of which shall be furnished free at any time upon request. In no event shall Seller's liability to Purchaser exceed its liability under the written warranties.

Except only as set forth in such written warranties, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Purchaser's remedies in any event are limited to replacement or repair of non-conforming materials in accordance with the written warranties. Some states do not allow limitations on implied warranties so that above may not apply to Purchaser.

In no event shall Seller be liable for any incidental or consequential or other damages of any kind whatsoever, whether any claim is based upon theories of contact, negligence or tort, even if Seller has been advised of the possibility of such claims of damages. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above may not apply to Purchaser.

RETURNS

Seller will not accept returns other than in exceptional circumstances which must be specifically approved by Seller in writing. All Products must be returned freight prepaid by Purchaser. Credit for such approved returns will be given at the net invoice price less any adjustments already credited or the current price of that Product, whichever is lower. A restocking charge will be debited in either case. Unauthorized returns will be shipped back to the Purchaser freight collect.

TAXES

Seller shall invoice Purchaser for the amount of any present or future sales, excise or other taxes, if applicable to the Product ordered, and Purchaser shall pay such taxes unless Purchaser shall be responsible for any changes in the tax rate which may take effect between the date the invoice is written and the actual date of transfer of title.

SEVERABILITY

If any term or provision of this order confirmation or invoice that is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof.