



FOREMOST FARMS USA, COOPERATIVE

TERMS AND CONDITIONS OF SALE

1. APPLICABILITY.

(a) These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of goods (“**Goods**”) by FOREMOST FARMS USA, COOPERATIVE, a Wisconsin membership cooperative with a principal place of business located at 8401 Greenway Boulevard, Suite 600, Middleton, WI 53562 (“**Seller**”) to the buyer (“**Buyer**”), whether or not identified in any accompanying quotation, confirmation of sale or invoice (each a “**Sales Confirmation**”). Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of the Goods covered hereunder (a “**Prior Contract**”), the terms and conditions of such Prior Contract shall prevail to the extent they are inconsistent with these Terms. Seller and Buyer may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

(b) These Terms and all applicable Sales Confirmation (collectively, this “**Agreement**”) comprise the entire agreement between the Parties and, except for any Prior Contracts, supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement shall prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or any other purchase confirmation or other transactional documents or terms (collectively, an “**order**”). Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend this Agreement. Any other terms and conditions shall be considered null and void and not enforceable.

2. **ACCEPTANCE.** All orders and modifications to orders are subject to acceptance or rejection by Seller in its sole discretion. Seller will acknowledge acceptance or rejection of Buyer’s orders in writing within a reasonable period of time following receipt; provided, however, the shipment of Goods will also constitute Seller’s acknowledgment and acceptance of Buyer’s order.

3. **PRICE; TAXES.** The price for Goods shall be Seller’s price in effect as of the date that Seller accepts Buyer’s order. All prices are stated and payable in U.S. Dollars (“**USD**”). The price for Goods does not include any foreign, federal, state or local sales, use, VAT or value-added, excise, privilege or other taxes or any tariffs, duties, import or custom charges or other charges imposed by any foreign, federal, state, or local governmental authorities or agencies arising from the sale, purchase, transportation, delivery, storage, use or consumption of the Goods (collectively, “**Taxes**”). Buyer shall pay, and reimburse Seller if it pays, any and all Taxes, except for those based on Seller’s net income. If Seller is required by any governmental authority or agency to collect and pay any Taxes on Buyer’s behalf, Seller may invoice Buyer for such amounts, which Buyer shall pay in accordance with the terms of this Agreement. If applicable, Buyer shall provide Seller with appropriate Tax exemption certificates. Seller shall be under no obligation to contest the validity of any Taxes or to prosecute any claims for refunds or returns on behalf of Buyer.

4. INVOICES; PAYMENT. Seller shall issue an invoice to Buyer via facsimile, mail or email upon each shipment of Goods. Buyer shall pay each invoice in full, without deduction or setoff, within fifteen (15) days of the invoice date. Interest will be added to all past due amounts at a rate of 18% per year. If Buyer fails to make any payments in accordance with this Agreement or is otherwise in default with respect to any non-monetary obligation to Seller, Seller may at its sole option: (a) defer shipments until Buyer re-establishes satisfactory credit; (b) cancel the unshipped portion of any order and invoice Buyer for incurred costs and reasonable profit without any liability on the part of Seller for failure to ship; or (c) make shipment to Buyer on a C.O.D. or cash in advance basis. Each of the foregoing remedies shall be in addition to any other rights and remedies available to Seller.

5. SHIPMENT.

(a) Shipment of Goods shall at all times be subject to the approval of Seller's Credit Department. Unless otherwise agreed to in writing by the Parties, Seller shall ship all Goods EXW (as defined under INCOTERMS 2020) at Seller's plant or facility. Title to and all risk of loss or damage to the Goods shall pass to Buyer upon delivery of the Goods at Seller's plant or facility to the carrier for shipment, and Seller shall not be liable for any delays, loss, or damage in transit. Unless Buyer provides shipping instructions in advance, Seller is authorized to make shipping arrangements on Buyer's behalf and Buyer shall be responsible for all costs and expenses associated therewith. Seller will use reasonable commercial efforts to fulfil each order by the delivery date stated in the order but stated delivery dates are approximate only and Seller shall not be liable for any losses or damages associated with Seller's inability to meet any such delivery dates or other deadlines. Further, Seller reserves the right to re-adjust shipment schedules without liability. Unless previously agreed to in writing by Seller, Seller will not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges. Further, Seller will not be liable for normal variations in tolerance, dimensions, weights, and quality. Weights, sizes and quantities as determined at Seller's plant or facility, or other source of supply, will be conclusive in the absence of manifest error. In the event of a shortage of the Goods, no such shortage shall entitle Buyer to withhold payment for Goods that were received by Buyer.

(b) All claims for errors, shortages, or damaged or nonconforming Goods must be made by Buyer in writing within ten (10) calendar days after the Goods are received by Buyer. Failure to make any such claims within such time is deemed to constitute Buyer's irrevocable acceptance of the Goods. All weights, measurements, dimensions, drawings, samples, capacities, specifications and other particulars of the Goods provided by Seller, whether contained in a Sales Confirmation, plans, photographs, catalogs, price lists, advertising material or otherwise are approximations and included solely for Buyer's guidance and cannot be relied upon by Buyer. Except as expressly agreed by Seller in writing, such particulars do not constitute a warranty of any kind by Seller regarding the Goods or form part of this Agreement, and deviations therefrom or subsequent changes in designs are not grounds for non-acceptance of the Goods and do not constitute a breach of this Agreement.

(c) If Buyer fails to take delivery of any Goods within five (5) days of the date of invoice for such Goods, Seller may hold and store them at Buyer's sole risk and expense, in all respects, and Seller shall be entitled to charge Buyer any fees associated with the failure to take delivery, including, but not limited to, inventory or storage fees for holding such Goods.

(d) Seller may dispose of any Goods, in accordance with this **Section 5(d)**, for which Buyer fails or refuses to take delivery. Buyer agrees that, unless such Goods are perishable or threaten to decline speedily in value or are of a type customarily sold on a recognized market, to the extent notice of sale is required by applicable law, at least five (5) days' notice to Buyer of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. With respect to Goods that are perishable or may decline speedily in value or are of a type customarily sold on a

recognized market, no notice of disposition need be given unless required by applicable law. Seller may be a purchaser of such Goods at any public sale thereof. To the fullest extent permitted by applicable law, Buyer waives all claims, demands, and causes of action that Buyer has or may have in the future against Seller and its agents, and all damages, injuries, losses, costs, and expenses Buyer may incur, arising out of the exercise by Seller of any of its rights under this **Section 5(d)**. Further, if the Goods have labels or packaging that bear any Buyer trademarks, trade dress, logos or other rights (collectively, “**Private Label Goods**”), Buyer hereby grants Seller the right to sell or dispose of Private Label Goods in accordance with this **Section 5(d)**, and hereby waives all claims, demands, and causes of action that Buyer has or may have in the future against Seller and its agents for such sales, including, without limitation, any claim that any sales or disposition of Private Label Goods constitute an infringement or misappropriation by Seller or its agents of any intellectual property or other rights of Buyer. Seller shall not be obligated to make any sale of such Goods regardless of notice of sale having been given. Seller and its designated agents may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. In the event of a public or private sale of such Goods by Seller, Buyer shall be liable for, and pay to Seller upon demand, an amount equal to: (i) the contract price for Goods sold by Seller pursuant to this **Section 5(d)**, minus (ii) the amount received by Seller from a public or private sale of such Goods, less all inventory and storage fees paid by Buyer under **Section 5(c)** above, and all reasonable costs and expenses incurred by Seller to conduct such public or private sale.

6. PRODUCT WARRANTIES.

(a) Subject to **Section 6(b)** below, Seller warrants that, as of the date of shipment to Buyer, the Goods will: (i) comply in all material respects with any specifications for the Goods that have been agreed to in writing by Seller; (ii) not be adulterated or misbranded within the meaning of the U.S. Federal Food, Drug and Cosmetic Act, as amended (“**Act**”), and not be adulterated or misbranded within the meaning of any applicable state or local law in which the definitions of adulteration or misbranding are substantially similar to the Act; (iii) not be adulterated or misbranded within the meaning of the terms of the Federal Insecticide, Fungicide and Rodenticide Act, and the U.S. Federal Hazardous Substance Labeling Act; (iv) not be an article which may not, under the provisions of sections 404 and 405 of the Act, be introduced into interstate commerce; and (v) not bear or contain any food additive, pesticide or other substance that is unsafe within the meaning of the Act.

(b) The warranties stated in **Section 6(a)** above does not apply or extend to claims, damages or losses resulting from or relating to: (i) improper handling or storage of the Goods; (ii) carrier handling; (iii) Goods becoming adulterated or misbranded within the meaning of the Act, or other applicable laws, by reason of labels or labeling requirements furnished or mandated by Buyer for the Goods; (iv) neglect, accident, misuse, abuse or other causes or events beyond Supplier’s control; or (v) modifications of the Goods not authorized by Seller in writing.

(c) SELLER’S SOLE LIABILITY AND BUYER’S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE OR NONCONFORMING GOODS COVERED BY THE WARRANTIES STATED IN **SECTION 6(A)** ABOVE SHALL BE LIMITED, AT SELLER’S OPTION, TO REPLACEMENT OR CREDIT FOR THE PURCHASE PRICE PAID BY BUYER FOR SUCH DEFECTIVE OR NONCONFORMING GOODS, PROVIDED THAT SELLER HAS RECEIVED WRITTEN NOTICE AND EVIDENCE SATISFACTORY TO SELLER OF THE DEFECT OR NONCONFORMITY WITHIN THIRTY (30) DAYS AFTER BUYER’S RECEIPT OF SUCH GOODS. FURTHER, BUYER SHALL COMPLY WITH ALL REASONABLE INSTRUCTIONS OF SELLER REGARDING THE DISPOSAL OF DEFECTIVE OR NONCONFORMING GOODS.

(d) THE WARRANTIES STATED IN **SECTION 6(A)** ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OF SELLER WITH RESPECT TO THE GOODS, AND SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE, USEFULNESS, DESIGN, OR OPERATION OF THE GOODS, AND SELLER HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS.

7. LIMITATION OF LIABILITY.

(a) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL SELLER OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE, DOWN TIME, LOSS OF BUSINESS OPPORTUNITY, DIMINUTION IN VALUE, OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SELLER HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

(b) SELLER'S CUMULATIVE LIABILITY FOR ALL CLAIMS, DAMAGES OR LOSSES RELATING IN ANY MANNER TO GOODS FURNISHED HEREUNDER, REGARDLESS OF THE TYPE OR NATURE OF THE ACTION, SHALL BE LIMITED TO BUYER'S DIRECT ACTUAL DAMAGES NOT EXCEEDING TWO (2) TIMES THE AMOUNT ACTUALLY PAID TO SELLER BY BUYER FOR THE GOODS WHICH ARE THE SUBJECT OF THE APPLICABLE CLAIM. SELLER HAS RELIED ON THE FOREGOING LIMITATION AND BUYER EXPRESSLY ACKNOWLEDGES THAT THIS PROVISION IS ESSENTIAL IN THE ESTABLISHMENT OF THE PRICING OF THE GOODS. THE LIMITATIONS ON, AND EXCLUSIONS FROM, LIABILITY SET FORTH IN THIS **SECTION 7** SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8. PRODUCT RECALLS. If Seller or any governmental agency or authority having jurisdiction over the Goods finds that a Good contains a safety hazard, an unsafe condition, a serious defect or deficiency making it necessary that the affected Goods be recalled or withdrawn (collectively, a "**Recall**"), Seller shall, in its sole discretion, determine the corrective actions to be taken, subject to the requirements of applicable law. If Buyer becomes aware of any information that may result in a Recall or if Buyer receives any inquiry from governmental authorities or agencies or the media relating to the Goods or their distribution, Buyer shall: (a) notify Seller immediately in writing, and (b) except to the extent Buyer has a legal requirement to disclose information to a government authority or agency, Buyer agrees that Seller shall have sole discretion with regard to all decisions relating to whether to institute a Recall, as well as all decisions concerning any Recall strategy and execution. Buyer will cooperate with Seller in executing any Recall, including coordinating with the Seller regarding any communication with foreign, federal, state or local governmental authorities or agencies concerning a potential or actual Recall. Any Goods Recalled and determined by Seller not to be salvageable shall be disposed of by the Buyer in a manner, approved by Seller, which shall absolutely preclude its use for human consumption.

9. BUYER'S INDEMNIFICATION. Buyer shall defend, indemnify and hold Seller, its affiliates and subsidiaries, and its and their respective officers, directors, owners, members, employees, representatives, and agents harmless from and against any and all demands, claims, suits, proceedings, penalties, injuries, losses, damages, liabilities and expenses (including, without limitation, reasonable

attorneys' fees and other costs and expenses of litigation) resulting from or otherwise connected with any of the following: (a) bodily injury, death or property damage caused by Buyer or its employees' or agents' acts or omissions with respect to the Goods; (b) any breach or default of any representation, covenant, term or condition of this Agreement by Buyer or its employees or agents; (c) any packaging or labels furnished or mandated by Buyer for the Goods that fails to comply with applicable laws, or contains deceptive, false or misleading claims, statements or information, or (d) any failure by Buyer or its employees or agents to comply with applicable laws, statutes, rules, or regulations.

10. SELLER'S INTELLECTUAL PROPERTY RIGHTS.

(a) Seller shall continue to own and retain all rights, title and interests in and to its intellectual property, including all rights under any Good, patent, copyright, trademark, trade dress, trade secret, confidential information, or other intellectual property rights owned by or licensed to Seller and nothing in this Agreement shall be deemed or construed to be a transfer or license of any of Seller's intellectual property. Buyer covenants that it shall not take any action that interferes with Seller's intellectual property, or any rights or interests therein, including Seller's ownership or exercise thereof.

(b) Nothing in this Agreement grants Buyer any right or license, by implication, estoppel or otherwise, to Seller's Trademarks. As used in this Agreement, "**Trademarks**" means all rights in and to US and foreign trademarks, service marks, trade dress, trade names, brand names, logos, trade dress, corporate names and domain names and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world. Buyer shall not: (i) register or apply for registrations, anywhere in the world, with respect to Seller's Trademarks or any other Trademark that is similar to Seller's Trademarks or that incorporates Seller's Trademarks in whole or in confusingly similar part; (ii) use any mark, anywhere, that is confusingly similar to Seller's Trademarks; or (iii) alter, obscure or remove any of Seller's Trademarks or copyright or patent notices or any other proprietary rights notices placed on the Products.

11. CONFIDENTIALITY. All documentation or information provided by Seller to Buyer which is marked as confidential, or which from its nature or the context in which it is disclosed or made available to Buyer should reasonably be understood to be confidential or of a proprietary nature to Seller ("**Seller Confidential Information**"), shall remain the sole and exclusive property of Seller. Buyer shall protect and safeguard Seller Confidential Information with at least the same degree of care as Buyer would use to protect its own confidential information, but in no event with less than a commercially reasonable degree of care. Buyer may use Seller Confidential Information solely for the purpose of performing its duties and obligations under this Agreement. Buyer shall not disclose Seller Confidential Information to any person, business or entity, other than employees and agents of Buyer who have a need to know Seller Confidential Information to enable Buyer to perform its duties and obligations under this Agreement; provided, however, that such employees and agents be required in writing to maintain Seller Confidential Information at all times in strict confidence in accordance with this Section. In any event, Buyer shall be responsible for any breach of this Section by its employees or agents. Upon Seller's request, Buyer will promptly (a) return or destroy, at Seller's option, all Seller Confidential Information and any copies thereof, and (b) destroy any electronic or otherwise non-returnable embodiments of Seller's Confidential Information.

12. EXCUSED PERFORMANCE. Seller shall not be in default of, or liable for any delay in the performance of, this Agreement by reason of any of the following: acts of God; flood, fire, explosion, or other natural disaster; epidemics, pandemic, viral or bacterial outbreaks; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; governmental orders,

laws, emergency proclamations, or quarantine restrictions; actions, embargoes or blockades in effect on or after the effective date of this Agreement; action by any governmental authority or agency; national or regional emergency; unavailability of materials; unavailability of labor, strikes, labor stoppages or slowdowns or other industrial disturbances; shortage of adequate power or transportation facilities; and/or other events (whether or not foreseeable or similar in type or nature to the previously listed events) beyond the control of Seller (each a “**Force Majeure Event**”). In the event of a Force Majeure Event, (a) Seller’s performance under this Agreement will be postponed by such length of time as may be reasonably necessary to compensate for the delay caused by or resulting from the Force Majeure Event, (b) Seller may, in its sole discretion, allocate its inventory of Goods in any manner it determines from time to time, and (c) at Seller’s option, terminate this Agreement and/or cancel any order impacted by the Force Majeure Event, without liability.

13. SECURITY INTEREST. As collateral security for the payment of the purchase price of any Goods sold by Seller to Buyer, Buyer hereby grants to Seller and Seller hereby retains a purchase money security interest in all the Goods and accessories and additions thereto sold by Seller and held by Buyer, wherever located, whether now existing or hereafter acquired, and all proceeds of the sale or other disposition including, without limitation, cash, accounts, contract rights, instruments and chattel paper. Seller may take any action and file any financing statements pursuant to the Uniform Commercial Code, deemed necessary by Seller, to perfect and maintain the perfection of the security interest granted by Buyer hereunder. In the event Buyer shall be in default under this Agreement, Seller shall have the remedies of a secured party under applicable law, including without limitation the Wisconsin Uniform Commercial Code, and Seller may thereupon enter the premises of Buyer and remove the Goods and Buyer shall make them available to Seller for repossession. Buyer agrees to pay Seller’s attorney’s fees and costs incurred by Seller in collecting any amounts due hereunder or in otherwise exercising its rights and remedies hereunder. Seller may set off any amount due Buyer, whether or not due under this Agreement, against any amount that may become due to Seller hereunder.

14. IMPORT/EXPORT. Buyer shall be responsible for obtaining and maintaining, at its cost, all legally required permits, licenses, certifications, and custom clearances relating to the importation of the Products into any country or jurisdiction. For the avoidance of doubt, Buyer shall be responsible for all cost and expenses relating to the Products transit across another country’s or jurisdiction’s border. Buyer shall not name Seller as shipper or importer of record in connection with the Products. Buyer shall ensure that any Products that Buyer receives from Seller are imported or re-exported by Buyer only in compliance with applicable laws, including, without limitation, the U.S. Export Administration Regulations (15 C.F.R. §730 et seq., as amended). Buyer shall not export, offer to sell, sell, re-sell, transfer, dispose of, or transport the Products to any country, person or entity (including any carrier owned, flagged, leased, or chartered by any of the foregoing) which would cause Seller to be in violation of any applicable export or economic sanctions laws or be penalized by any governmental body or authority.

15. NO WAIVER. No waiver of this Agreement or any of its provisions is valid unless expressly agreed to in a writing signed by Seller. No waiver by Seller of any default under this Agreement is a waiver of any other or subsequent default. The failure of Seller to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that Seller may have under this Agreement or at law or equity, and shall not be deemed a waiver of any subsequent default by Buyer in performance of the terms and conditions of this Agreement.

16. MODIFICATION. No modification of this Agreement or any of its provisions by Buyer is valid unless expressly agreed to in a writing signed by Seller.

17. NO THIRD-PARTY BENEFICIARIES. Except as set forth in this Section, the Parties do not confer any rights or remedies upon any person, business or entity other than the Parties to

this Agreement and their respective successors and permitted assigns. The Parties hereby designate the indemnitees stated in **Section 9** of this Agreement as third-party beneficiaries of having the right to enforce their respective rights under **Section 9**.

18. SEVERABILITY. If any arbitral body or court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the Parties expressed in this Agreement.

19. INDEPENDENT CONTRACTOR. Seller shall operate as an independent contractor in supplying any Goods under this Agreement. The officers, employees and agents of one Party shall not be considered officers, employees or agents of the other Party for any purpose whatsoever. Buyer is not authorized to assume or create any obligation or responsibility, including but not limited to, contractual obligations and obligations based on warranties or guarantees, on behalf of or in the name of Seller.

20. HEADINGS. The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or otherwise affect the meaning or interpretation of any provision hereof.

21. ASSIGNMENT. Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller's prior written consent.

22. REMEDIES. Each of the rights and remedies of Seller under this Agreement is cumulative and in addition to any other or further remedies provided under this Agreement or at law or in equity.

23. ATTORNEYS' FEES. In the event Seller is required to retain legal counsel or to initiate any arbitration or litigation to enforce or interpret the terms and conditions of this Agreement or to collect any sums due Seller under this Agreement, Buyer shall, upon demand, pay or reimburse Seller for all reasonable attorneys' fees and costs and expenses of litigation incurred by Seller.

24. SURVIVAL. All of the agreements, representations, warranties, and indemnities made by Buyer in this Agreement shall survive the expiration or termination of this Agreement, subject only to the applicable statutes of limitation.

25. GOVERNING LAW. This Agreement shall be construed and governed under the laws of the State of Wisconsin, without application of conflict of law principles or rules. The Parties hereby exclude the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, each as amended.

26. RESOLUTIONS OF DISPUTES. In the event of any dispute or controversy between Seller and Buyer arising out of or in any way related to this Agreement or any Goods (each a "**Dispute**"), the Parties shall attempt in good faith to resolve through negotiation such Dispute. Either Party may initiate negotiations of any Dispute by providing written notice to the other Party, setting forth the nature of the Dispute. The recipient of such notice will respond in writing within ten (10) calendar days with a statement of its position on and recommended solution to the Dispute. If the Dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority will meet at a mutually agreeable time and place within thirty (30) calendar days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the Dispute. If the Dispute is not resolved by these negotiations, such Dispute shall be subject to the provisions of **Section 27** below.

27. ARBITRATION. Any Dispute not resolved by the Parties pursuant to **Section 26** above, and any other controversy or claim arising out of or relating to the Goods or this Agreement, or the breach, termination or invalidity thereof, shall be settled by binding arbitration before a single arbitrator, with such arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules in effect on the date the proceeding is initiated. The arbitrator shall apply the substantive laws of the State of Wisconsin. The arbitration hearing and all related proceedings shall be conducted in Madison, Wisconsin, United States. Further, the arbitration shall be conducted in the English language, including, without limitation, the presentment of all testimony and evidence. In the event a translation of this Agreement into any other language is required or desired for any reason, the Parties acknowledge and agree that in all matters involving the interpretation or enforcement of this Agreement, the original English text shall govern such matters. The arbitrator shall be fluent in English, neutral and independent from either Party, and knowledgeable in the subject matter of the dispute. The arbitrator’s decision shall be final and non-appealable. Judgment on the award or decision rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have the authority to settle such controversy or claim by finding that a Party should be enjoined from certain actions or be compelled to undertake certain actions, and in such event a court of competent jurisdiction may enter an order enjoining and/or compelling such actions as found by the arbitrator. Notwithstanding anything in this **Section 27** to contrary, the Parties expressly agree that a court of competent jurisdiction may enter a temporary restraining order or an order enjoining a breach of this Agreement pending a final award or further decision or order by the arbitrator. Such remedy, however, shall be cumulative and nonexclusive, and shall be in addition to any other remedy to which the Parties may be entitled. Except to the extent required by applicable law or as may be necessary to enforce their respective rights and remedies under this **Section 27**, the Parties agree to keep confidential the nature of dispute to be submitted to arbitration, all submissions made by the Parties in connection with any arbitration proceeding or hearing, and the content of the arbitration proceedings and hearings. EACH PARTY FULLY UNDERSTANDS AND AGREES THAT THEY ARE GIVING UP CERTAIN RIGHTS OTHERWISE AFFORDED TO THEM BY CIVIL COURT ACTIONS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO A JURY OR COURT TRIAL.

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