8. BUYER'S REFUSAL OF DELIVERY

If Buyer refuses to accept delivery of any goods tendered for delivery, then Seller, without prejudice to Seller's other lawful remedies, may either return or cause such goods to be stored at a warehouse, for Buyer's account and at Buyer's risk and expense, or sell such goods without (notwithstanding any agreement to the contrary), and if Buyer refuses to accept any goods when tendered for delivery, the Seller may, on fifteen (15) days' prior written notice, resell any such goods and apply the proceeds therefrom to the payment of the balance due hereunder and shall be entitled to recover from Buyer the difference between the price at which such goods are resold and the costs and expenses of such resale including brokerage commissions or other reasonable expenses.

9. GOODS IN TRANSIT

Upon the Buyer's refusal to accept delivery of any goods on or in transit, Buyer, or Buyer's successor in title, or if Buyer refuses to accept any goods when tendered for delivery, or if Buyer refuses to accept any goods when tendered for delivery by the Seller, the amount of any such goods which constitutes the entire balance due and payable by Buyer shall become immediately due and payable.

10. INSURANCE

The parties agree that the Seller may cancel such insurance at any time and without notice and may receive the return premium, if any. Any loss or damage which may be suffered by Buyer before or after delivery shall be the responsibility of Buyer in the absence of any provision to the contrary. Buyer shall maintain insurance for property damage and loss, and insurance of Buyer's expense, Buyer may cancel such insurance at any time and without notice and shall not make the return premiums, if any.

11. MODIFICATION OF SALE

The Buyer agrees to notify Seller of any changes or modifications to the payment of the balance due under the contract. Any surplus amount shall be paid to the Buyer. If a deficiency results after the resale, the Buyer agrees to pay any such additional amounts to the Buyer.

12. RETURNS AND CANCELLATIONS

NORD Gear will not accept returns for products purchased from Seller. All returns must be authorized in writing by Seller. Any returns that are accepted will be charged a restocking fee of 20% of the original purchase price. The Buyer will be responsible for all shipping and handling charges.

13. SECURITY INTEREST IN THE GOODS

Seller shall have a lien on the Goods until all amounts due are paid in full by Buyer to Seller.

14. RECORDS AND EXHIBITS

The Buyer agrees to provide records and exhibits for the purpose of proving the terms of the contract and the performance of the Seller.

15. INDEMNITY

Seller shall indemnify and hold harmless Buyer from and against any and all claims, suits, actions, or proceedings arising out of the Seller's performance of the contract.

16. ASSIGNMENT

Neither party shall assign its rights or obligations under this contract without the prior written consent of the other party.

17. GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any conflict of laws principles. Any action brought against Seller must be brought in the Circuit Court for Dane County, Wisconsin. Any disputes shall be resolved through arbitration under the rules of the American Arbitration Association.

18. NOTICES

Notices to be given pursuant to this contract shall be in writing and sent to the addresses provided by Seller and Buyer.

19. ENTIRE AGREEMENT

This contract, together with any attachments or addenda, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

20. SEVERABILITY

In the event that any provision of this contract is declared by any court of competent jurisdiction to be unenforceable, invalid, or illegal, the remaining provisions shall not be affected thereby.

21. AMENDMENTS

Any amendment or modification to this contract must be in writing and signed by both parties.

22. WAIVER

No waiver by either party of any breach of the terms of this contract shall be effective unless in writing and signed by the party so waiving.

23. MEDIATION

Any disputes arising under this contract shall be settled by mediation in accordance with the rules of the American Arbitration Association.

24. JURISDICTION

Any action or proceeding arising out of or relating to this contract shall be brought in the Circuit Court for Dane County, Wisconsin.

25. ATTORNEYS' FEES

In the event of any legal action or proceeding arising out of or relating to this contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

26. WAIVER OF CONDITIONS

Any waiver by either party of any right or condition shall not be effective unless in writing and signed by the party so waiving.

27. ARBITRATION

Any disputes arising under this contract shall be settled by arbitration in accordance with the rules of the American Arbitration Association.

28. CANCELLATION

At any time before the tender of the Goods by Seller, Buyer may, by written notice given to Seller, terminate this contract and Buyer shall be entitled to recover from Seller all advances paid by Buyer, and all other amounts owing to Seller required under this Invoice and Conditions of Sale.

29. RETURNS

Buyer will return all Goods to Seller in their original condition and packaging within thirty (30) days of receipt of notice by Seller. Buyer will be responsible for all costs and expenses associated with returning the Goods.

30. LEGAL REMEDIES

In the event of any breach of this contract, either party may seek legal remedies in accordance with applicable law.

31. AMOUNTS DUE

All amounts due under this contract are subject to adjustment and may be reduced as a result of any subsequent negotiations.

32. APPLICABLE LAW

This contract is governed by the laws of the State of Wisconsin, without giving effect to any choice of law principles.

33. ATTORNEYS' FEES

If any legal action or proceeding arises out of or relates to this contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

34. MODIFICATION

No modification of this contract shall be effective unless in writing and signed by both parties.

35. WAIVER

No waiver by either party of any right or condition shall be effective unless in writing and signed by the party so waiving.

36. JURISDICTION

Any action or proceeding arising out of or relating to this contract shall be brought in the Circuit Court for Dane County, Wisconsin.

37. ENFORCEMENT

Any party who is not a signatory to this contract shall not have any rights under this contract.