SALES ORDER TERMS AND CONDITIONS

1. ACCEPTANCE OF PURCHASE ORDER: These Sales Order Terms and Conditions together with our Confirmation of Sale and/or invoice, as applicable, (together, the "Agreement") constitute an acceptance by PROXIMITY MALT, LLC, a Delaware limited liability company ("PROXIMITY") to provide the goods described on your ("Customer") purchase order (the "Products"), subject to the terms and conditions below and in our acknowledgement of order. PROXIMITY's agreement to sell the Products is limited to the terms of the Agreement. Customer shall be deemed to have made an unqualified acceptance of this Agreement and its terms on the earliest to occur of the following: (a) failure by Customer to notify PROXIMITY in writing of any objection which Customer may have to any provision of this Agreement within 5-days of receipt hereof; (b) PROXIMITY's first delivery of the Products; or (c) any other event constituting acceptance under applicable law. Any acceptance, confirmation, purchase order or the like sent by Customer with respect to this sale which states additional or differing terms from this Agreement shall operate as an acceptance of all terms and conditions hereof, and all such additional or differing terms provided or offered by Customer shall be deemed proposals for material modification hereof, to which notice of objection and rejection is hereby given by PROXIMITY, and shall not become part of this Agreement without PROXIMITY's express written assent thereto.

2. PRICE: Prices shall be as stated in PROXIMITY's invoice(s), and are subject to change without notice in the event of alterations in specifications, quantities, designs, or delivery schedules from the Customer To the extent the prices agreed upon include allowance for fuel surcharge the fuel surcharge will reflect the prevailing fuel surcharge rate at the time of the shipment. Guaranteed delivery charges requested by Customer shall be paid by Customer. If Customer is unable to accept delivery from any carrier, Customer shall be responsible for any re-delivery charges. If PROXIMITY's costs in filling Customer's order are increased by reason of local, state, or federal orders or taxes, the amount of such increased cost shall be added to the purchase price.

3. PAYMENT TERMS: Customer shall pay PROXIMITY 100% of the invoice price within the terms stated on PROXIMITY's invoice for each shipment of Product, or if not stated, within 30 days from the date of invoice. PROXIMITY has the right to charge a late payment charge of the lesser of 18% per annum or the maximum annual rate allowed by law on any past due amounts. If Customer does not pay any amount due, PROXIMITY may, without prejudice to PROXIMITY's other lawful remedies: (a) declare immediately due and payable all Customer's obligations to PROXIMITY, (b) change credit or other terms for future deliveries, (c) suspend or discontinue any further deliveries until Customer pays all overdue amounts, or (d) repossess the Products. Customer shall pay or reimburse PROXIMITY for all costs and fees incurred in collecting any sums owed to PROXIMITY, including reasonable attorneys' fees.

4. DELIVERY AND RISK OF LOSS.

4.1. GENERAL. Delivery will be F.O.B. PROXIMITY's warehouse or other point of origin. PROXIMITY shall have no further responsibility for the Products, and all risk of damage to or loss or delay of the Products shall pass to Customer, upon PROXIMITY's delivery to the F.O.B. point. Unless as stated in the applicable Confirmation of Sale; (a) PROXIMITY shall have the right to determine the method of shipment and routing of the Products, and (b) Customer shall pay such delivery charges as PROXIMITY may establish from time to time, which will be included on Customer's invoice. Delivery in a manner directed by Customer shall be at Customer's sole cost and expense. PROXIMITY shall not be liable for damages caused by delays in shipping or delivery for any reason whatsoever. Delay in the delivery of the Products shall not relieve Customer from the obligation to accept and pay for such Products.

4.2. VARIATIONS. For bulk Product deliveries (orders of 50,000 pounds or more) Customer agrees to accept a shipment quantity that is plus or minus a quantity up to two percent (2%) of the order quantity requested by Customer. Customer will be invoiced for the quantity that is shipped within these guidelines and Customer agrees to pay the invoice pursuant to Section 3 above.

5. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES. PROXIMITY hereby warrants that upon tender of goods to point of origin, the Products will meet or exceed the specifications as such are either (a) specifically agreed in writing in the Confirmation of Sale, or (b) if not so agreed, as listed in

PROXIMITY's current Product Guide ("Specifications"). **EXCEPT AS SET FORTH IN THE PREVIOUS SENTENCE, PROXIMITY MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS OR THE SHIPPING AND DELIVERY OF ANY PRODUCT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY FOR PROXIMITY'S BREACH OF ITS FOREGOING WARRANTY SHALL BE REPLACEMENT OF THE NON-CONFORMING PRODUCTS. IN NO EVENT SHALL PROXIMITY BE LIABLE FOR ANY SPECIAL, INDIRECT, LOST PROFITS, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF SALE, OR FOR LIABILITY ON THE BASIS OF NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PROXIMITY SHALL HAVE BEEN ADVISED IN ADVANCE OF THE LIKELIHOOD THEREOF.**

6. CUSTOMER CLAIMS; RETURNS. Any claims by Customer with respect to either the quantity or quality of the Products received under any shipment made pursuant to this Agreement shall be conclusively deemed to be waived unless received by PROXIMITY in writing within ten (10) days after Customer receives the shipment. Orders accepted by Customer cannot be cancelled or returned, except with the prior written consent from PROXIMITY and upon terms that will indemnify PROXIMITY against all losses resulting therefrom, including loss of profits.

7. FORCE MAJEURE: Neither party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under this Agreement where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such party. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes or other labor unrest, embargoes and other governmental actions or regulations that would prohibit a party from ordering or furnishing Products or performing any other aspects of the obligations hereunder. This section shall not apply to Customer's payment obligations hereunder.

8. TERMINATION; INDEMNIFICATION: PROXIMITY may, upon written notice to Customer, immediately terminate this Agreement and any further obligations to make shipments hereunder if Customer fails to comply with the terms of this Agreement including (without limitation) in the event that Customer becomes insolvent or bankrupt, or is more than 45-days delinquent in payments to PROXIMITY. Customer may not cancel or modify this Agreement except upon terms accepted in writing by PROXIMITY. If Customer cancels or modifies this Agreement, Customer shall compensate PROXIMITY for all costs and damages resulting therefrom, including (without limitation) lost profits, allocable overhead, commodity market losses and all other incidental and consequential damages. Customer shall defend, indemnify and hold harmless PROXIMITY from and against all damages, losses, claims and expenses, including attorneys' fees, incurred by PROXIMITY as a result of any breach by Customer of any of its obligations under this Agreement.

9. MISCELLANEOUS. No waiver of or failure or omission to enforce any term or provision of this Agreement or any right or claim arising hereunder shall be deemed to be a waiver of any other term or provision hereof or any other right or claim arising before, concurrently with or after any such waiver, failure or omission or any event giving rise to any right or claim so waived or unenforced. Customer may not assign this Agreement without the prior written consent of PROXIMITY. This Agreement shall bind and inure to the benefit of PROXIMITY and Customer and their respective successors and assigns. The laws of the State of Wisconsin shall govern the rights and obligations of the parties hereunder without regard to conflict of laws principles. Any cause of action, claim, suit or demand by either party shall be brought in a state or federal court situated in the State of Wisconsin. Both parties irrevocably admit themselves to and consent to the jurisdiction of said court. If any provision hereof shall be determined to be illegal or unenforceable, the validity of the remaining provisions shall not be affected thereby. If any provision hereof is determined to be overbroad as written, that provision should be considered to be amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended. This Agreement constitutes the final written expression of the terms between the parties and is a complete and exclusive statement of those terms.