

## TERMS & CONDITIONS OF SALE

### 1. PRICE CHANGES

Seller reserves the right to revise the quoted prices at any time.

### 2. ACCEPTANCE

This quotation constitutes an offer by Seller to sell the product listed on the face hereof, and Purchaser, by issuing a purchase order in response hereto, accepts these terms and conditions of sale. This offer is conditional, however, upon the availability of such product at the time of Purchaser's acceptance. Seller shall have the right to reject any acceptance within a reasonable time after receipt in the event of product non-availability. This offer may be withdrawn or modified at any time. Notice of objection to any different or additional terms than contained herein is hereby given.

### 3. TAXES

Unless otherwise noted, the prices does not include any state or local property, sales, use, privilege tax or license. If any such charge should be imposed by virtue of the transaction described herein, Purchaser agrees to pay the same or to reimburse Seller as the case may be.

### 4. PAYMENTS

Purchaser acknowledges ultimate responsibility for all charges incurred even though Seller may agree to invoice or bill a third party at Purchaser's request. If, at any time in Seller's judgment, the financial condition of Purchaser does not justify the terms of payment specified, Seller may require full or partial payment in advance.

### 5. LOSS, DAMAGE OR DELAY

Seller shall not be liable for any loss, damage, detention or delay resulting from any cause beyond its reasonable control, including, but not limited to, fire, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser, insurrection, riot, embargo, transportation shortage, delay or wreck, or inability to obtain labor or material from usual sources. In such event, the date of delivery will be postponed by such length of time that may be reasonably necessary to compensate for such delay. All delivery dates set forth on the face hereof are approximate only.

### 6. TITLE; LOSS OR DAMAGE IN TRANSIT

Any claim for loss of or damage to material in transit must be entered and prosecuted by the Purchaser. Risk of loss to products supplied hereunder shall pass to Purchaser upon delivery of such products to a common carrier, F.O.B. point of shipment, regardless of whether freight charges are prepaid and/or allowed. Any subsequent loss or damage shall not relieve Purchaser of its obligations. Title to products supplied hereunder shall not pass until Purchaser has fully paid the Seller the agreed price for such products in full.

### 7. LIMITED WARRANTY

All products are sold subject to the terms of the applicable manufacturer's warranties related to the products, which are hereby incorporated herein by reference and which are transferred to Purchaser at the time that title to the products passes. No warranty shall apply if a product has been subject to misuse, neglect, accident, modification, improper installation, tampering, or use under conditions exceeding the specifications for such products. Seller has not made and does not make, and Purchaser acknowledges that no representatives of Seller are authorized to make, any representation, warranty or covenant, express or implied, with respect to the condition, quality, durability, noninfringement, merchantability or fitness for a particular purpose of the products. PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT THE PERFORMANCE AND RELIABILITY OF THE PRODUCTS IS NOT GUARANTEED. EXCEPT AS SPECIFICALLY COVERED BY AN EXPRESS WRITTEN WARRANTY ACCOMPANYING THE PRODUCTS, PURCHASER SPECIFICALLY RELEASES AND WAIVES ANY AND ALL CLAIMS THAT IT MIGHT HAVE AGAINST SELLER IN REGARD TO THE PRODUCTS AND ACKNOWLEDGES THAT THE PRODUCTS ARE PROVIDED AS IS, AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL

OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

### 8. LIMITATION OF LIABILITY

PURCHASER SPECIFICALLY RECOGNIZES AND ACKNOWLEDGES THAT IMPROPER USE OR INSTALLATION OF THE PRODUCTS COULD RESULT IN BODILY INJURY OR DEATH AND UNDERTAKES TO EDUCATE AND INFORM ALL OF ITS EMPLOYEES, CONTRACTORS, SUCCESSORS, AND ASSIGNS OF SUCH RISK. SELLER SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, INJURY, DEATH, DESTRUCTION, OR DAMAGE, CAUSED TO CONTAINER OR TRAILER CONTENTS, CARGO, OTHER EQUIPMENT AND PROPERTY, OR PERSONS BY REASON OF THE INSTALLATION, MODIFICATION, USE, REPAIR, MAINTENANCE OR ANY FAILURE OF ANY PRODUCTS, EVEN IF THE POSSIBILITY OF SUCH SPECIAL, INCIDENTAL, INDIRECT, CONTINGENT, OR CONSEQUENTIAL DAMAGES HAS BEEN MADE KNOWN TO SELLER. IN NO EVENT SHALL SELLER'S LIABILITY TO PURCHASER RELATING TO ANY PRODUCT EXCEED THE AMOUNT PAID BY PURCHASER TO SELLER FOR SUCH PRODUCT, IRRESPECTIVE OF THE NATURE OF ANY CLAIM.

### 9. IP AND SOFTWARE RIGHTS

To the extent that the products include software (including firmware), the use of such software is subject to the written, shrink-wrap, or click-wrap license accompanying such products. If no license is provided with such products, Purchaser is granted a non-exclusive license to use such software solely in connection with the products. The sale of products hereunder does not convey any license by implication, estoppel or otherwise in any software or covering combinations of the products with other equipment or systems. Unless expressly permitted in the terms of a license accompanying a product, Purchaser shall not have a license to modify, duplicate, distribute, decompile, or reverse engineer the products or any software provided with the products. Seller and/or the manufacturer of the products retain the copyright and all other rights in all documents, catalogs, plans, specifications, and software supplied to Purchaser. Purchaser agrees not to use the products or software in a system configuration, or manner so as to violate or infringe the intellectual property or other rights of any third party. Purchaser agrees to defend, indemnify, and hold Purchaser harmless from any claims, demands, allegations, actions, or judgments arising from Purchaser's use or implementation of the products or software in a manner that infringes or violates any third party rights or violates any local, state, federal, or other laws or regulations.

### 10. DISPUTES; ATTORNEY'S FEES

The parties agree to the exclusive venue and jurisdiction of the state and federal courts serving Brown County, Wisconsin, for the resolution of any disputes between the parties or relating to the products purchased hereunder, and the laws of the State of Wisconsin shall apply. In the event Purchaser breaches any of the terms and conditions hereunder, Purchaser agrees to pay Seller all attorney's fees, costs and expenses incurred by Seller in exercising its rights and remedies or defending itself hereunder.

### 11. POST-SALE PURCHASER RESPONSIBILITIES

Purchaser acknowledges that all standard post-service maintenance responsibilities as indicated by Seller or as is customary with the vehicles or equipment will be performed by Purchaser. Specifically, Purchaser acknowledges its responsibility to check the torque on any lug nuts 100 miles after service by Seller.