

These terms and conditions of sale (these "Terms") define the relationship of Tramec, LLC ("Seller") and buyer ("Buyer") and apply to all sales of goods by Seller to Buyer. These Terms and the accompanying sales confirmation issued by Seller comprise the entire agreement of the parties relating to Seller's sale of goods to Buyer. All orders are expressly conditioned on Buyer's assent to these Terms. Any contrary terms and conditions appearing on Buyer's request for quotation, purchase order or contract are expressly rejected. Buyer waives any right to object to these Terms. Buyer accepts these Terms by signing and returning Seller's quotation, sending a purchase order in response to the quotation, instructing Seller to ship the goods, or accepting or paying for the goods. Seller's failure to object to terms contained in any communication from Buyer shall not be deemed to be a waiver of Seller's terms and conditions.

TERMS OF PAYMENT

Terms are net thirty (30) days. A 2% monthly carrying charge will be added to all past due accounts, beginning the thirty-first (31st) day from date of invoice. Shipments can be made cash in advance prior to credit approval. All invoices are payable in U.S. funds. Buyer shall pay from invoice. If invoices are not paid within sixty (60) days, Buyer's account will be placed on credit hold.

PRICES

All prices are subject to change without notice, and will be invoiced at the price in effect at the time of shipment. Discrepancies between purchase order price and prices in effect may result in delays or cancellation of purchase orders. Prices are F.O.B. shipping point. Prices do not include foreign or domestic sales, use, excise, surcharges or similar taxes. In addition to the prices specified by Seller, the amount of any present or future sales, use, excise or other general or specific tax, or imports, duties or penalties or other governmental charges shall be added to the price and paid by Buyer or, in lieu thereof, Buyer shall provide Seller with a tax exemption certificate to Seller and the relevant taxing authorities.

MINIMUM ORDER

Minimum order is \$200 net USD on all orders. All orders under \$200 will be charged a \$25 processing fee.

ORDER CONFIRMATIONS

Seller will accept only paid phone calls. Seller will NOT accept responsibility for errors made in telephoned or oral instructions. To avoid any errors, a confirming purchase order must be mailed, faxed or e-mailed to Seller. Buyer will receive an order confirmation from the Seller.

PACKAGE QUANTITIES

Orders must conform to Seller's specified package quantities. Nonconforming orders will be adjusted by Seller and will become binding on Buyer.

CANCELLATIONS

Buyer may not cancel any order without Seller's prior written approval and Buyer shall pay Seller's costs and other charges resulting from cancellation, including, without limitation, expenses incurred and work performed by Seller or Seller's subcontractors or suppliers plus Seller's lost profits.

FREIGHT POLICY

Direct ship orders may qualify for prepaid freight within the continental United States based on qualifying order requirements within product tiers. Qualifying orders including a combination of product tiers must be submitted on one purchase order. Contact Seller's customer service team for details.

SHIPMENT

Direct ship orders not meeting Seller's qualifications for prepaid freight and all collect ship orders will be made F.O.B. at Seller's facility at which time risk of damage and loss shall pass to Buyer. Seller reserves the right to select means and route of shipment if specific instructions are not included with an order, and Buyer waives any right it may have to notification of shipment. Seller may in its discretion make partial shipments. Shipments weighing 200 lbs. or less, dependent upon product size, will be made via package carrier (FedEx, UPS or US Mail). All shipments weighing more than 200 lbs., or are restricted by size for package carrier delivery, will be made via motor truck unless otherwise specified. Seller will endeavor to ship merchandise within the specified time; however, Seller does not guaranty delivery.

RISK OF LOSS AND DELIVERY

The promised delivery date is the date your purchase order is scheduled to be shipped. Liability for loss or damage passes to Buyer upon delivery at F.O.B. location. For collect shipments, this is delivery of goods by the Seller to the carrier at the F.O.B. shipping point. For prepaid shipments, this is delivery to the Buyers F.O.B. delivery location. Title to goods shall pass to Buyer at the appropriate F.O.B. location, subject to Seller's right of stoppage in transit to secure payment of the purchase price for the goods. In the case of deliveries scheduled to be made over an extended period, the price to be paid by Buyer shall be that price in effect at the time of shipment.

FORCE MAJEURE

Seller shall not be liable, nor be deemed to have defaulted or breached these Terms, for any delay in performance or for non-performance, in whole or in part, caused by the occurrence of any act or circumstance beyond the reasonable control of Seller or Seller's suppliers, including but not limited to, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, epidemic, failure or delay in transportation, act of any government or agency thereof affecting these Terms, judicial action, labor dispute, accident, fire, explosion, flood, storm or other Act of God, shortage of labor, fuel, raw materials, tools, dies or equipment or technical failure. Any such delays shall excuse Seller from performance, and Seller's time for performance shall be extended for the period of delays and for a reasonable time thereafter.

MULTIPLE SHIPMENTS - SEPARATE CONTRACTS

If the contract provides for, or if Seller elects to make, multiple shipments or deliveries, each such shipment or delivery shall be construed as a separate sale. Buyer agrees to accept and pay for each such shipment or delivery. Should Buyer fail to accept and pay for each shipment or delivery, Seller may, without prejudice to any other lawful remedy, (a) defer further shipments or deliveries until acceptance thereof by Buyer or until payment is made by Buyer, (b) at its sole discretion and without liability whatsoever, terminate these Terms as to any unaccepted or undelivered portion thereof, as well as any other outstanding contract with Buyer and (c) recover from Buyer any expenses and losses sustained by Seller.

SHORTAGES

Shortages or errors made in filling an order must be reported to Seller within five (5) days of delivery or Seller will not be obligated to correct them. Before claiming a shortage, Buyer must verify that no containers were received in damaged condition.

LOSS OR DAMAGE

For orders shipped F.O.B. origin freight collect, any claims must be filed by the consignee direct with the carrier. Freight may not be refused by Buyer. Buyer shall verify that the correct number of pieces is received prior to signing the freight bill. Buyer shall note on the freight bill any visible damage to pieces received.

INSPECTION & ACCEPTANCE

Buyer will have five (5) days from delivery to inspect goods for defects and nonconformity and to notify Seller in writing of any defects or nonconformity or rejection of the goods. After this period, Buyer will be deemed to have irrevocably accepted the goods if not already accepted. After acceptance, Buyer will have no right to reject the goods for any reason or revoke acceptance.

CLAIMS & ALLOWANCES

Seller shall not be liable for manufacturing defects for goods which pass without objection in the trade under the contract description or for goods which are of fair average quality. Claims of any kind or nature, except for latent defects, are specifically barred unless made in writing by registered mail within sixty (60) days after delivery to Buyer. Seller's limit of liability for defective merchandise shall be the difference in value on contract date of delivery between goods specified and goods actually delivered. The limit of Seller's liability for non-delivery shall be the difference, if any, between the contract price and the fair market price on the contract date of delivery of the goods to be delivered.

RETURN GOODS

Buyers are allowed one stock return per year, not to exceed 5% of the previous year's sales with prior authorization. Product must have been purchased from a Tramec location, must be clean, in re-salable condition, and in the original package quantities. All returned goods must have an authorization number assigned by Seller. The return authorization number must be referenced on the boxes and paperwork. No stock returns will be accepted in the month of December. Items returned

for credit will be subject to a 20% restocking charge and must be returned FREIGHT PREPAID. No items for return will be accepted beyond twenty-four (24) months from date of shipment. Customer must supply Seller with invoice number and purchase order number from which shipment was made. ONLY CURRENT MODEL PARTS IN SALABLE CONDITION WILL BE ACCEPTED. If Seller accepts an unauthorized return, it will be subject to a 25% restocking charge.

CUSTOM/SPECIAL ORDER OVERRUNS

If Seller delivers to Buyer a quantity of custom and/or special-order merchandise up to 5% more than the quantity ordered, Buyer shall not be entitled to object to or reject the goods or any portion of them by reason of the surplus and shall pay the price set forth in the sales confirmation (or if none, the order) for such goods, adjusted pro rata. All custom orders are non-returnable.

TERMINATION

Seller may cancel these Terms in the event of Buyer's breach. Seller may also cancel these Terms on occurrence of any of the following: insolvency of Buyer; filing by Buyer of a voluntary petition of bankruptcy; filing of an involuntary petition to have Buyer declared bankrupt; appointment of a receiver or trustee for Buyer; execution by Buyer of an assignment or composition arrangement for the benefit of creditors; filing of a voluntary or involuntary petition for corporate reorganization of Buyer; or initiation by any party for any other proceeding involving Buyer as debtor under the Bankruptcy Act, as amended. In the event of any cancellation under this paragraph, Seller, without prejudice to any other rights available to it for breach of these Terms, shall have the right: (i) to refuse to deliver any additional goods; (ii) to recover from Buyer the contract price of all goods delivered plus freight, storage, handling and any other expenses or charges incurred by Seller, including costs and attorney fees; or (iii) to sell elsewhere and charge Buyer with any resultant damages.

LIMITED WARRANTY

Subject to any limitations set forth herein or in the warranty statements listed below (which statements shall govern in the event of conflict with these Terms), Seller warrants to Buyer all goods, if properly installed, used only for uses and in the manner recommended by Seller, and not damaged from any external cause, against defective workmanship and material for the warranty period specified in warranty statements listed below, provided that any repair or alteration has not been made or attempted by parties other than Seller. EXCEPTION: CHROME PLATING IS NOT GUARANTEED OR WARRANTED. Seller's warranties extend to Buyer and to no other person.

- FleetSet™ Series 3 – Tractor-Trailer Connection Systems Limited 5-Year Warranty
- North American Limited 1-Year Warranty Statement
- SAVE-A-LOAD® Cargo Management North American Limited Lifetime Warranty
- Spray Master® Fender North American Limited Lifetime Warranty
- Water Pumps North American Limited 2-Year Warranty

EXCEPT AS EXPRESSLY PROVIDED HEREIN OR THE APPLICABLE WARRANTY STATEMENT, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND THE PARTIES EXPRESSLY EXCLUDE ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND PRODUCT QUALITY. GOODS SOLD BUT NOT MANUFACTURED BY SELLER ARE SOLD ONLY WITH THE WARRANTIES, IF ANY, OF THE MANUFACTURER THEREOF.

LIMITATION OF DAMAGES

Seller's cumulative liability, if any, with regard to the goods and/or these Terms for any claims, costs, damages, losses, and expenses for which it is or may be legally liable, whether arising in negligence or other tort, contract, or otherwise, shall not exceed the total price paid by Buyer for the particular goods giving rise to the liability. **IN NO EVENT SHALL SELLER BE LIABLE FOR DIRECT (EXCEPT AS EXPRESSLY PROVIDED HEREIN), INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

LIMITATION OF REMEDIES/ACTION

Buyer's exclusive remedies with respect to the goods shall be the repair or the refund of the purchase price, or replacement of defective goods, whichever Seller chooses in its sole discretion. No action can be brought by Buyer more than one year from the date of delivery of the goods to Buyer.

INFRINGEMENT; INDEMNIFICATION

If any merchandise shall be sold by Seller to meet Buyer's particular specifications or requirements and is not part of Seller's standard line offered to the trade generally in the ordinary course of Seller's business, Buyer agrees to indemnify, defend, protect and hold Seller harmless against any and all suits at law or equity and from any and all loss, damage, claims and demands for actual or alleged infringement of any United States or foreign patents, designs, copyrights or tradenames and to defend any suit which may be brought against Seller for any alleged infringement because of the sale of the merchandise ordered by Buyer. In the event Buyer fails to defend Seller, Buyer shall be responsible for Seller's reasonable attorney fees, costs of defense, expert witness fees and other litigation related expenses.

CONFIDENTIAL INFORMATION

Buyer may become familiar with trade secrets and confidential information of Seller which derive independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from their disclosure or use ("Confidential Information"). Buyer agrees not to disclose or utilize any Confidential Information, including without limitation, goods specifications, prices, discounts, manufacturing costs, ideas, technical data, customer lists and sales reports to which Buyer has been privy.

ATTORNEY'S FEES

In the event Seller seeks to enforce any of the terms and conditions hereof, Seller shall be entitled to collect Seller's reasonable attorney's fees and expenses.

ASSIGNMENT; NO THIRD-PARTY BENEFICIARIES

Buyer shall not assign its rights or obligations under these Terms without Seller's prior written consent. These Terms are binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in these Terms shall inure to the benefit of or be deemed to give rise to any rights in any third party.

GOVERNING LAW

These Terms and any dispute arising under or in connection with these Terms, including any action in tort, will be governed and construed by the laws of the State of Michigan, U.S.A., without regard to any conflicts of laws principles which may direct the application of laws of any other jurisdiction.

ENTIRE AGREEMENT

These Terms contain the entire agreement between Seller and Buyer with respect to the matters contained herein and may not be modified except by a writing signed by Seller and Buyer.