

## TERMS AND CONDITIONS OF SALE

DHOLLANDIA US, LLC., a DELAWARE corporation ("Seller") and the party identified in the "SOLD TO" section on the face of this Invoice ("Buyer") agree as follows:

1) **Agreement.** Buyer agrees to purchase from Seller the goods (the "Goods") and services (the "Services") set forth on the face of this Invoice and agrees that these Terms and Conditions of Sale ("Terms and Conditions") shall apply to the sale of the Goods and the provision of the Services. The Invoice and these Terms and Conditions (collectively, the "Agreement") represent the complete and final expression of the agreement of Buyer and Seller with respect to the subject matter herein and supersedes all prior negotiations and agreements, proposed or otherwise, whether written or oral, concerning its subject matter and regardless of any custom, usage of trade or prior course of dealings between Buyer and Seller. The Agreement may not be cancelled, superseded or otherwise modified, except in a writing signed by an authorized Seller representative. Seller hereby rejects any terms or conditions that are or may be in addition to, different from or inconsistent with the Agreement, whether set forth in Buyer's purchase order, quotation request or otherwise. Acceptance of any order by Seller is expressly made in reliance upon Buyer's acceptance of these Terms and Conditions. Seller reserves the right to modify these Terms and Conditions at any time without prior notice to Buyer by updating Seller's Terms and Conditions of Sale published at Seller's website: [Dhollandia.be](http://Dhollandia.be) (DHOLLANDIA US)

2) **Orders; Buyer's Specifications.** Seller has no obligation to accept any order. Product availability and pricing is not guaranteed. Seller may discontinue any products and modify any product designs or specifications at any time, without advance notice to Buyer. Seller assumes no obligation to incorporate design or specification changes. Buyer may not cancel or change its order without Seller's advance written consent. If the Goods are made or supplied to Buyer's own specification, pattern, or design ("Specifications"), Buyer represents and warrants that the Specifications are suitable and fit for Buyer's intended purpose and do not violate any United States or foreign patent, trademark, registered design, copyright, or other proprietary right.

3) **Delivery; Force Majeure/Performance Prevented.** Seller shall act in good faith to meet its obligations under this Agreement in a full and timely manner. The delivery dates quoted on are approximate and are not guaranteed. Seller is not responsible for delays in shipping. If Seller's performance of its obligations hereunder is delayed or made impossible or commercially impracticable due to any cause beyond Seller's reasonable control (including, without limitation, any act of God, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, act of terrorism, delay in transportation, shortage of labor, raw materials, production or transportation facilities, labor difficulties involving employees, subcontractors or suppliers of Seller or others, or other contingencies of manufacture or shipment), Seller shall have such additional time within which to perform under this Agreement as may be reasonably necessary under the circumstances.

4) **Payment of Purchase Price.** All prices are ex-works Seller's place of business. Buyer shall pay to Seller the total amount stated on the face of this Invoice by cash, check or wire transfer within 30 days after the date of shipment. In addition to any other remedies permitted by applicable law, if any portion of the amount indicated on the face of this Invoice remains unpaid after such 30-day period, a finance charge equal to 1.5% per month, (but not more than the highest rate permitted by applicable law), on any unpaid balance shall be added to the principal amount that is due, payable, and subject to a subsequent finance charge. Any check that is not honored by the bank shall be subject to a \$45.00 administrative fee. Buyer shall pay any costs incurred by Seller in collecting past due amounts. Buyer shall be responsible for all credit card processing fees and costs incurred in the event Buyer pays by credit card.

5) **Duty to Inspect.** Buyer shall inspect the Goods immediately upon delivery. If Buyer fails to provide written notice to Seller within two business days of delivery of the Goods detailing the specific aspects that are alleged to not conform with applicable Goods description and specifications, or are otherwise damaged, Buyer shall be deemed to have accepted the delivered Goods without objection.

6) **Installation and Repair; Parts.** Seller is under no obligation to install, or to provide any support or repair services for, the Goods. Buyer acknowledges and agrees that any such services would be at Seller's discretion and may be for an additional fee. Seller makes no guarantee that it will have a supply of spare parts at any time. Ordering and shipping of parts are subject to Seller's policies and procedures.

7) **Confidentiality; Technical Documents.** Any sketches, proposals, models or samples, technical documents or other information furnished by Seller are intended for confidential use by Buyer, shall remain the property of Seller and shall not be disclosed or used by Buyer for any purpose other than operation and maintenance of the Goods, without the express written consent of Seller. The sale of Goods and/or the provision of Services to Buyer in no ways conveys to Buyer any right to use any intellectual property of Seller.

8) **Returned Goods.** Buyer may not return any Goods except pursuant to Paragraph 10. If any shipment of Goods is returned to Seller as a result of Buyer's unexcused delay or failure to accept delivery, Buyer will pay all additional costs incurred by Seller.

9) **Indemnification; Insurance.**

1) Buyer shall indemnify Seller and its parent companies, subsidiaries and other affiliated companies and each of their respective shareholders, directors, officers, members, agents, employees, independent contractors, attorneys, representatives, affiliates and assigns ("Seller Parties") from any claims, losses, damages, costs and expenses (including, without limitation, attorney's fees, expenses and costs in defending any action) which any Seller Party may incur as a result of any claim by Buyer or any third party arising out of or in connection with: (i) any property damage, personal or bodily injury, death, or other injury or loss in connection with any Goods or services rendered in connection with this Agreement or the use by Buyer thereof, except to the extent proven to have resulted from the willful misconduct by Seller, (ii) Buyer's Specifications or the use by Buyer of the Goods with any other goods or components not manufactured by Seller, including for any infringements of combination or process patents covering the use of the Goods in combination with other goods or materials not furnished by Seller and (iii) Buyer's breach of this Agreement.

1) Buyer shall maintain a policy of commercial general liability insurance at Buyer's own expense with minimum policy limits of \$1 million per occurrence and \$2 million in the aggregate providing coverage for claims of personal or bodily injury, death, or damage to and/or destruction of property relating directly or indirectly to the use, sale, installation or serving of the Goods or Services. Seller shall be named as an additional insured under the policy. Buyer shall provide Seller certified insurance certificates as well as certified copies of said policies within seven days, and otherwise upon request.

10) **Limited Warranty.**

1) All sales are final. Seller warrants that Goods manufactured by Seller and supplied hereunder and which not subject to Specifications will be free from defects in materials and workmanship under normal conditions of use and service for a period of 24 months from the date of shipment in the case of liftgates and a period of 12 months from the date of shipment in the case of separately sold liftgate components and other parts or products. Seller warrants that Goods manufactured by Seller and supplied hereunder and which are subject to Specifications will conform to the Specifications at the time of shipment, but only to the extent Buyer has provided the Specifications to Seller prior to shipment and Seller has accepted such Specifications in writing. THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES EXTENDED BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, OR CUSTOM OR TRADE,

INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS OR DRAWINGS, AND WHETHER OR NOT THE GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED FOR BUYER'S USE OR PURPOSE. THE FOREGOING STATES THE ENTIRE WARRANTY LIABILITY OF SELLER AND SHALL BE VALID ONLY WITH RESPECT TO SALES MADE BY SELLER IN THE CONTINENTAL UNITED STATES AND CANADA. THE WARRANTY MAY NOT BE TRANSFERRED BY, AND IS MADE ONLY TO, BUYER. Notwithstanding the foregoing, if any other warranty is imposed upon Seller by applicable law, that warranty shall be limited to the minimum period of time mandated by law.

SELLER MAKES NO WARRANTY OR GUARANTEE WHATSOEVER WITH RESPECT TO SALES OR ORDERS FOR NON-STANDARD, SUB-GRADE GOODS OR PURCHASES THROUGH UNAUTHORIZED SALES CHANNELS. GOODS SOLD UNDER SUCH SALES OR ORDERS ARE FURNISHED "AS IS" AND "WITH ALL FAULTS."

1) THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED, AT SELLER'S ELECTION, TO REPAIR OR REPLACEMENT (IN THE FORM ORIGINALLY SHIPPED) OF THE GOODS OR REPAYMENT OR CREDIT OF THE PURCHASE PRICE FOR GOODS. All Goods claimed to be non-conforming or defective shall be held for inspection by Seller. Seller's warranty obligation shall be conditioned on the following being met: (i) Buyer notifies Seller in writing within three days after Buyer actually or constructively knows of the Goods' defect or non-conformity; (ii) Seller will not accept any returned Goods without a returned goods authorization (RGA) number to be provided by Seller, and which may be withheld at Seller's sole discretion; (iii) the Goods are returned no later than 10 days following the last day of the warranty period in accordance with Seller's specifications, securely packaged to reach Seller without damage (any cost incurred by Seller to put the Goods in marketable condition due to damage caused during shipment or otherwise caused by Buyer will be charged to Buyer), with shipping pre-paid by Buyer (provided that if Seller determines that the warranty applies, then Seller will reimburse Buyer the reasonable expenses incurred for transportation to Seller) and will be subject to a restocking fee in the amount of 20% of the original price of the Goods; (iv) Buyer has remitted full payment of all monies due to Seller and is not in breach of the Agreement; (v) Seller's examination of the Goods discloses that no defect or non-conformity has been caused by misuse, abuse, or neglect; improper installation, repair, maintenance, application, or alteration; damage by casualty accident or negligence in use, storage, transportation, or handling; or by the Goods' incompatibility with other equipment or components used by Buyer; (vi) the Goods were sold by Seller and, if not installed by Seller, properly installed by one of Seller's authorized distributors; and (vii) Buyer provides all reasonable assistance requested by Seller, including but not limited to, in settling or defending against any claim or suit. Failure to comply with the foregoing shall be an absolute and unconditional waiver of the limited warranties provided hereunder and Buyer's claim of non-conformance or defect. Seller shall have a reasonable period of time to make the necessary repairs or to replace the Goods. Repairs and replacement shall take place at Seller's primary place of business in the state where the Goods were delivered or at any other location that Seller may specify in its discretion. Buyer acknowledges and agrees that Seller may utilize new or refurbished parts in connection with the supply or exchange of spare equipment for Buyer and Buyer shall not be entitled to demand the delivery of new parts. Any returned Goods shall be the sole and exclusive property of the Seller. Buyer has an obligation to mitigate any damages related to integration of defective or non-conforming Goods. If Buyer has knowledge or suspicion that any Goods are defective or non-conforming or Seller has advised Buyer of such and Buyer uses such defective or non-conforming Goods, Seller shall have no liability for any damages incurred. Any repair to or alteration of Goods must be authorized in writing by Seller beforehand to prevent voiding Seller's warranty.

2) SELLER'S LIABILITY TO BUYER OR BUYER'S CUSTOMERS SHALL NOT INCLUDE INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, CONTINGENT OR PUNITIVE DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES. SELLER'S TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE AGREEMENT, GOODS OR ANY SERVICES PROVIDED BY SELLER SHALL NOT EXCEED THE FEES PAID BY BUYER FOR THE GOODS.

11) **Title; Risk of Loss; Security.** Seller shall deliver the Goods to Buyer at its shipping address listed on the Invoice. Regardless of shipping terms or freight payment, risk of loss and damage shall pass to Buyer: (a) immediately upon the Goods leaving Seller's possession; or (b) if Goods are shipped directly from Seller's parent company, immediately upon clearing United States' customs. Until Seller receives payment in full for Goods received: (x) the Goods shall remain property of, and title shall remain vested in, Seller; (y) Buyer shall not allow any liens or encumbrances to attach to the Goods and (z) Buyer hereby grants to Seller a security interest in all Goods sold to Buyer and all proceeds therefrom (including that which Buyer receives from an insurer or third party for or as a result of any damage to or loss of said Goods) to secure payment of the entire purchase price for all such Goods, and to secure all costs, expenses and other charges payable by Buyer to Seller. Upon Seller's request, Buyer shall execute and deliver to Seller such financing statements and other instruments and agreements as Seller may reasonably require to evidence or perfect its security interest in the Goods.

12) **Remedies Cumulative; Severability.** The rights and remedies provided to Seller under this Agreement or at law or in equity shall be cumulative and concurrent to the maximum extent permitted by law. No waiver or modification of any provision of the Agreement shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound; or (b) imply a waiver of that provision for the future or any other provisions of this Agreement unless the waiver expressly states. The invalidity of any provision in this Agreement shall not affect the validity of the remaining provisions or the Agreement as a whole.

13) **Applicable Law; Jurisdiction.** This Agreement shall be governed by, and all rights and liabilities under it shall be determined in accordance with, the laws of the State of Delaware, including the Uniform Commercial Code as enacted by such state. This Agreement shall be deemed to have been made by Buyer and Seller in Delaware. Buyer and Seller consent and submit to the exclusive jurisdiction and venue of the state and federal courts having jurisdiction in Delaware.

14) **JURY WAIVER.** THE PARTIES, EACH HAVING HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH LEGAL COUNSEL, KNOWINGLY AND VOLUNTARILY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LEGAL PROCEEDING RELATING TO THESE TERMS, ANY ORDER ACKNOWLEDGEMENT OR ANY ASSOCIATED TRANSACTIONS BETWEEN THE PARTIES.

15) **Successors and Assigns; Assignment.** Buyer may not delegate or assign its rights or obligations under this Agreement.