

## TERMS AND CONDITIONS

These Terms and Conditions apply to all sales transactions with Guaranteed Truck Service, including quotations, purchase orders, service orders, sales orders, or similar documents:

1. **Terms Exclusive.** These Terms and Conditions and the applicable quotation, purchase order, service order, sales order or similar document constitute the complete, exclusive and final agreement (collectively, the "Agreement") of the buyer ("Buyer") and Guaranteed Truck Service ("GTS"). All other additional or conflicting terms or conditions which may now or in the future appear on Buyer's acknowledgment, purchase order, or other similar document are expressly objected to by GTS without future notification and shall be null and void. These Terms and Conditions may only be modified, superseded or altered in writing signed by both parties. Buyer's acceptance of any performance by GTS shall be taken as Buyer's acceptance of these Terms and Conditions.
2. **Prices.** Prices are subject to change or withdrawal without notice. Unless otherwise stated in the Agreement, prices may be adjusted to and invoiced at GTS's price list in effect at the time of the shipment of goods or furnishing of the services. Unless otherwise stated in the Agreement, prices are exclusive of applicable taxes, excises, duties, quotation fees or other governmental impositions which GTS may be required to pay or collect on behalf of Buyer.
3. **Payment Terms; Security Interest.** Extensions of credit by GTS are subject to credit approval by GTS in its sole discretion, which may be modified or revoked by GTS at any time. Unless otherwise stated in the Agreement, payment shall be due and payable in full and without setoff within 15 days following delivery of the goods or completion of the services. Any payment not made when due shall be subject to a carrying charge of one and one-half percent (1 ½%) per month on the unpaid balance until paid in full. Buyer expressly grants to GTS a security interest in any goods, or a mechanic's or garage keeper's lien, as applicable, in respect of any services, to secure payment of the purchase price therefore and any other amounts or charges owed by Buyer to GTS. Buyer authorizes GTS (but GTS is not obligated) to file a financing statement or take such action as GTS deems advisable to evidence and perfect its security interest.
4. **Delivery; Force Majeure.** Unless otherwise stated in the Agreement, delivery of the goods, and services, if any, shall be F.O.B. point of shipment. Any delivery date specified is approximate only. Acceptance of shipment by a common carrier shall constitute tender of delivery. Upon tender of delivery, risk of loss shall pass to Buyer. Title shall pass to Buyer when the full price has been paid. Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof as shipments are made and invoices rendered. If GTS is not able to meet the delivery date specified by reason of any force majeure event beyond GTS's control, including (but not limited to) war, governmental requests, restrictions or regulations, fire, flood, casualty, accident, or other acts of God, strikes or other difficulties with employees, supplier delays, delay or inability to obtain goods, labor, equipment, material and service through GTS's usual sources, failure, refusal or delay of any carrier to transport materials, or any other similar event, GTS shall not be liable therefor and may, in its discretion without prior notice to Buyer, postpone the delivery date(s) under this Agreement for a time which is reasonable under all the circumstances. Acceptance of the goods or services shall constitute a waiver of all claims for damages.
5. **Standard Limited Warranty; Limitations of Liability.** The GTS Standard Limited Warranty and the limitations of liability contained therein, attached as Exhibit A hereto, shall apply to the purchase and sale of goods and services under this Agreement.
6. **Indemnification.** Buyer shall indemnify, defend, and hold harmless GTS, its directors, officers, employees and their respective affiliates against any claim, demand, complaint, liability, loss, cost, damage and/or expense (including attorneys' fees, costs and expenses of litigation and settlements) arising out of or as a result of (i) Buyer's (or any other party's) use of the goods or equipment sold or serviced by GTS; and (ii) Buyer's negligence or willful misconduct, except to the extent, in either case, caused by the negligence or willful misconduct of GTS.
7. **Claims.** Unless otherwise stated in the Agreement, claims respecting the condition of goods, compliance with specifications, or any other matter affecting goods shipped or services provided to Buyer, must be made promptly and in no event later than twenty (20) days after receipt of the goods by Buyer or the furnishing of the services by

GTS. Failure of Buyer to make a claim within such 20-day period shall be deemed an unqualified acceptance of the goods or services by Buyer. Buyer shall set aside, protect, and hold such goods (without charge to GTS) without further processing until GTS has an opportunity to inspect and advise of the disposition, if any, to be made of such goods. In no event shall any goods be returned, reworked, or scrapped by Buyer without the express written authorization of GTS.

8. **Default and GTS's Remedies.** If Buyer fails to make timely payment on any sale of goods or services from GTS to Buyer, GTS, in addition to any other remedies available to it, may at its option, (a) defer further shipment or services until such payments are made and satisfactory credit arrangements are reestablished or (b) cancel the balance of any order, and Buyer shall not have any cause of action or be entitled to any offset, counterclaim, or recoupment against GTS by reason of such action. In the event of Buyer's default, GTS may exercise any and all remedies set forth in this Agreement, any other agreement between the parties, and applicable law, all of which rights and remedies are cumulative.
9. **Collection Costs and Attorney Fees.** Buyer agrees to pay all of GTS's costs and expenses incurred in collecting payments due from Buyer (including without limitation reasonable attorney fees and costs and expenses of any collection agency).
10. **Return Policy.** Returns must be accompanied by this invoice and in the original, unopened box or packaging. A 15% restocking charge will be applied to all returned items. No returns on electrical items. No returns on special order items. No returns after 30 days from invoice date.
11. **Technical Assistance.** Unless otherwise stated in the Agreement: (a) any technical advice provided by GTS with respect to the use of goods or services furnished to Buyer shall be provided as a courtesy without charge and without warranty; (b) GTS assumes no obligation and disclaims all liability for any such advice or for any results occurring as a result of the application of such advice; and (c) Buyer shall have sole responsibility for selection and specification of the goods and services appropriate for the end use of such goods or services.
12. **Miscellaneous.** This Agreement will be governed by the laws of the State of Ohio. The exclusive venue for any dispute related to this Agreement shall be the federal and state courts located in Columbus, Ohio. If any of the provisions hereof shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The individual rights and remedies of GTS reserved herein shall be cumulative and additional to any other or further remedies provided in law or equity. Waiver by GTS of performance or inaction with respect to Buyer's breach of any provision hereof, or failure of GTS to enforce any provision hereof which may establish a defense or limitation of liability, shall not be deemed a waiver of future compliance therewith or a course of performance modifying such provision, and such provision shall remain in full force and effect as written.
13. **Entire Agreement.** This Agreement, including without limitation the Terms and Conditions and any other document incorporated herein by reference, constitutes the sole and entire agreement between Buyer and GTS with respect to any order or sale of goods or furnishing of services to Buyer, superseding completely any prior or contemporaneous oral or written communications.

**EXHIBIT A**



**GUARANTEED  
TRUCK SERVICE**

Guaranteed Truck Service

## **Standard Limited Warranty**

### ***Limited warranty for parts and equipment:***

The sole warranty provided for any part or equipment sold by Guaranteed Truck Service (“GTS”) is to assign the warranty offered by the manufacturer or supplier to the Buyer. GTS MAKES NO REPRESENTATION OR WARRANTY TO THE EFFECTIVENESS OR EXTENT OF SUCH MANUFACTURER OR SUPPLIER WARRANTY. GTS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and does not assume or authorize any other person to assume for it any liability in connection with the sale.

### ***Limited warranty for services:***

GTS warrants its workmanship for a period of ninety (90) days from the date the services are performed (the “Warranty Period”). This warranty covers defects in GTS’s workmanship that are discovered during the Warranty Period. Buyer’s sole remedy, and GTS’s only liability, for GTS’s breach of its service warranty shall be, at GTS’s option, (i) reperforming the defective services; or (ii) refunding the purchase price paid for the defective services. GTS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and does not assume or authorize any other person to assume for it any liability in connection with the sale.

### ***Limitations of Liability:***

IN NO EVENT SHALL GTS BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR UNKNOWN DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROPERTY OR EQUIPMENT, LOSS OF DATA, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OF INCOME, WHETHER THE DAMAGES BE IN CONTRACT OR TORT.

GTS’S TOTAL LIABILITY FOR ANY PARTS, EQUIPMENT, OR SERVICES SOLD SHALL NOT EXCEED THE AMOUNT PAID TO GTS FOR SUCH PARTS, EQUIPMENT, OR SERVICES CAUSING THE LIABILITY.