



Truck Accessories Group, LLC
28858 Ventura Drive
Elkhart, IN 46517
Phone: 574-522-5337
Fax: 574-522-0745

TERMS AND CONDITIONS

1. **EXPRESS WARRANTY:**
Seller warrants and represents that the goods delivered pursuant to the Purchase Order shall conform to the terms, descriptions, and specifications contained in this Purchase Order.
2. **WARRANTY BASED ON SAMPLE OR MODEL:**
The Seller warrants that the goods subject to this Purchase Order conform to any sample or model provided by the Seller.
3. **MERCHANTABILITY:**
Seller warrants that the goods subject to this Purchase Order are fit for the purposes for which the goods are normally used and are such as will pass without objection in the trade.
4. **RESERVATION OF RIGHTS AND REMEDIES:**
Truck Accessories Group, LLC (including its subsidiaries), expressly reserves all rights and remedies available under law arising from, or in connection with, the terms of this Purchase Order.
5. **REJECTION:**
 1. **Manner of Rejection.** Truck Accessories Group, LLC (including its subsidiaries) may inspect the goods subject to this Purchase Order on arrival and in the event of nonconformity of the goods or tender of delivery, may exercise its right of rejection as follows:
 - a. **Notice.** Notification of rejection may be made in any manner reasonably calculated to give notice to Seller.
 - b. **Content of Notice.** Truck Accessories Group, LLC (including its subsidiaries) agrees to inform Seller of any defect that is ascertained by reasonable inspection.
 2. **Grounds for Rejection.** Truck Accessories Group, LLC (including its subsidiaries) may reject if the goods or the tender of delivery fail IN ANY RESPECT to conform to the Purchase Order.
 3. **Duties of Buyer.** In addition to such other duties as the law may impose, Truck Accessories Group, LLC (including its subsidiaries) agrees on rejection to comply with all reasonable instructions of the Seller. In the event that expenses are incurred in following such instructions, the Seller is obligated to promptly indemnify and reimburse Truck Accessories Group, LLC (including its subsidiaries) for those expenses.
 4. **Buyer's Options.** Truck Accessories Group, LLC (including its subsidiaries) right of rejection is not intended as an exclusive remedy and in the event of a nonconformity sufficient to justify rejection. Truck Accessories Group, LLC (including its subsidiaries) may, at its option, (a) reject the whole, or (b) accept the whole, or (c) accept any commercial unit or units and reject the rest.
 5. **Preservation of Rights.** The exercise of any of the above options shall be "without prejudice" and with full reservation of any rights and remedies of Truck Accessories Group, LLC (including its subsidiaries) attendant upon breach.
6. **INDEMNIFICATION:**
Seller agrees to indemnify and hold harmless Truck Accessories Group, LLC (including its subsidiaries) from any claim or cause of action (including all expenses and attorney fees) arising from, or in connection with, any allegation that the goods subject to this Purchase Order were defective in any respect, or are unreasonably dangerous. Seller agrees to indemnify Truck Accessories Group, LLC (including its subsidiaries) from any claim asserted against Truck Accessories Group, LLC (including its subsidiaries) arising from, or in connection with, any allegation of negligence, fault, comparative fault or strict products liability arising from, or in connection with, the goods subject to this Purchase Order. Seller agrees to participate in, and be bound by, any proceedings, judicial, administrative, arbitration, or otherwise which directly or indirectly relate to the goods subject to in this Purchase Order and for which Truck Accessories Group, LLC (including its subsidiaries) demands by written notice, that the Seller participate.

7. **CHOICE OF LAW:**
The validity, interpretation, and performance of this Purchase Order or any sale or delivery of goods consummated in connection with the subject matter of this Purchase Order shall be governed by the laws of the State of Indiana.
8. **CHOICE OF FORUM:**
All disputes, controversies or claims arising out of, or in connection with, this Purchase Order or any sales or delivery of goods subject to this Purchase Order, including allegations of fraud, shall be litigated in any court of competent jurisdiction within the State of Indiana. Seller hereby accepts jurisdiction of the State of Indiana and agrees to accept service of process as if it were personally served within the State of Indiana.
9. **ACCEPTANCE:**
This Purchase Order becomes a binding contract on the terms set forth herein when it is accepted by Seller by acknowledgement or by the delivery of goods, the rendering of services, or the commencement of performance hereof. No revisions to this order shall be valid unless in writing signed by an authorized representative of Truck Accessories Group, LLC (including its subsidiaries) and no different, additional, or inconsistent terms or conditions stated by Seller in accepting or acknowledging this order shall be binding upon Truck Accessories Group, LLC (including its subsidiaries) unless expressly accepted in writing by Truck Accessories Group, LLC (including its subsidiaries). NOTICE OF OBJECTION is hereby given to any different, additional, or inconsistent conditions of terms. The terms and conditions set forth herein are made a part of Seller's acknowledgement and are in lieu of all different, additional, or inconsistent terms and conditions, expressed or implied, in such acknowledgment.
10. **EQUAL EMPLOYMENT:**
Unless this contract is exempted by the rules and regulations of the Secretary of Labor issued pursuant to Section 201 of Executive Order 11246 is incorporated herein by reference Paragraph 1 through Paragraph 7 of the contract clause set forth in Section 202 of Executive Order 11246.
11. **COMPLIANCE WITH FEDERAL(USA), STATE, AND LOCAL LAWS:**
In the performance of this order, or the order resulting from this quotation, Seller has complied with and will comply with all applicable Federal, State, and local laws and ordinances and all lawful orders, rules and regulations there under, including but not by way of limitation, the applicable provisions of the Fair Labor Standard Act of 1939 as amended (29 U.S.C. Sec. 201-219), the Walsh-Healey Public Contracts Act as amended (41 U.S.C. Sec. 35-45) and the Work Hours and Safety Act of 1962 as amended (40 U.S.C. Sec. 327-333). Seller agrees that this statement may be considered as the written assurance contemplated by the Fair Labor Standards Act of 1938 as amended that all terms delivered, hereunder were produced in compliance with applicable provisions of said Act.
12. **CANCELLATION:**
Orders may be canceled upon written notice by Truck Accessories Group, LLC (including its subsidiaries) at any time prior to the acknowledged shipping date.
13. **CLEAN AIR ACT AMENDMENTS (1990):**
"Seller shall comply with the labeling requirements for Class I and Class II ozone depleting substances as required by Section 611 of the Clean Air Act Amendments (1990) and the final rules (40 CFR Part 82) implementing the same (collectively, the "ACT"). Seller shall accurately label, consistent with the requirement of the Act, any products containing or manufactured with a controlled substance that it is supplying to Truck Accessories Group, LLC (including its subsidiaries). In the event Seller discovers that it has failed to comply with the labeling requirements of the Act, it shall immediately notify Truck Accessories Group, LLC (including its subsidiaries) of those products which failed to comply with the labeling requirements of the Act.
14. **PATENT AND PROPRIETARY INFORMATION:**
Seller agrees to indemnify and hold Truck Accessories Group, LLC (including its subsidiaries), its successors and assigns, harmless from and against any and all actions, claims, liabilities, costs, damages or expenses, including attorney's fees and other expenses of defense, with respect to any claim of patent infringement or the infringement of any proprietary information belonging to third parties arising out of the manufacture, use or sale of the goods or products called for by this order.

15. PRICES, INVOICES, AND STATEMENTS:

Seller warrants that prices on this order will be as low or lower than prices charged for the same or similar items and quantities to any other buyer. Payment of invoices to obtain discounts shall not constitute a release to Seller from the provisions of this order relating to defective goods or to shortages or damages. Any discount items provided herein, shall date from either the date of delivery at destination or the date of mailing of invoice, whichever is later. On all prepaid shipments chargeable to Truck Accessories Group, LLC (including its subsidiaries), transportation receipts must be attached to invoice.

16. PACKAGING AND SHIPMENT:

Separate packing slips must be included in each shipment showing order number, quantity, part number and description of goods therein. No charge will be allowed for packaging or shipping unless designated on this order. Shipments will be packaged to secure the lowest transportation costs. Bill of Lading must accompany each invoice. Orders not accompanied by packing lists will be conclusively deemed in the amount of Truck Accessories Group, LLC (including its subsidiaries) count or weight.

17. DELIVERY:

Time is of essence on this order. Delivery must be effected within the time specified on the face of this order. If Seller fails to make deliveries or perform services at the agreed time, all damages suffered by Truck Accessories Group, LLC (including its subsidiaries) and any premium transportation or other costs required to meet the specified delivery schedule will be at the expense of Seller. Truck Accessories Group, LLC (including its subsidiaries) may at its option cancel the order without cost to Truck Accessories Group, LLC (including its subsidiaries) on undelivered material.

18. SETOFF:

Truck Accessories Group, LLC (including its subsidiaries) shall be entitled at all times to setoff any amount owing from Seller to Truck Accessories Group, LLC (including its subsidiaries) against any amount due or owing to Seller with respect to this order.

19. INSURANCE:

Seller shall have and maintain sufficient and proper property and casualty insurance to cover any risk of loss with respect to the goods subject to this Purchase Order.

20. BUYER'S PROPERTY:

Unless otherwise agreed in writing, all tools, equipment, and other materials furnished to Seller by Truck Accessories Group, LLC (including its subsidiaries), or specifically paid for by Truck Accessories Group, LLC (including its subsidiaries), and any replacement thereof, shall be and remain the personal property of Truck Accessories Group, LLC (including its subsidiaries). Seller shall not substitute a property for Truck Accessories Group, LLC (including its subsidiaries) property and shall not use such property except in filling Truck Accessories Group, LLC (including its subsidiaries)'s orders, unless otherwise agreed to in writing by Truck Accessories Group, LLC (including its subsidiaries). While in Seller's custody or control, such property shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense at an amount equal to the replacement cost with loss payable to Truck Accessories Group, LLC (including its subsidiaries), and shall be subject to removal at Truck Accessories Group, LLC (including its subsidiaries) written request in which event Seller shall prepare such property for shipment and shall redeliver to Truck Accessories Group, LLC (including its subsidiaries) in the same condition as originally received by Seller, reasonable wear and tear accepted.

21. WAIVER:

Failure to either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder. No waiver of a breach of any provision of the contract created by the Seller's acceptance of this order shall constitute a waiver of any other breach of such provision.