

SALES ORDER TERMS AND CONDITIONS

1. **DEFINITIONS.** "Company" and "Dealer" mean the Hale Trailer Brake & Wheel, Inc. "Purchaser" means the party executing this Sales Order as such on the face hereof. "Manufacturer" means the Division or Corporation that manufactured the vehicle or chassis, it being understood by Purchaser that Dealer is in no respect the agent of Manufacturer.
2. **RELATIONSHIP OF PARTIES TO AGREEMENT.** Dealer and Purchaser are the sole parties to this Sales Order. Any reference to Manufacturer is for the purpose of explaining generally certain contractual relationships existing between the Dealer and Manufacturer with respect to new vehicles.
3. **NO WARRANTIES EXPRESS OR IMPLIED / LIMITATION OF DAMAGES.** THE COMPANY MAKES NO WARRANTIES AS TO SAID VEHICLE(S), EXPRESS, IMPLIED, OR IMPLIED BY LAW, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER HEREBY AGREES THAT ANY DAMAGES SOUGHT AGAINST COMPANY ARE EXPRESSLY LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL PURCHASER BE ENTITLED TO RECOVER ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR DESCRIPTION, WHETHER ARISING IN CONTRACT OR TORT.

Any third party warranty covering the Equipment set forth in this Sales Order is provided by the third party warranty company in accordance with their warranty documents. Such warranty company, and not Dealer, is solely liable for making and performing the warranty. Purchaser's sole recourse for breach of such third party warranty shall be against the warranty provider and not Dealer.
4. **MANUFACTURER'S PRICE INCREASES.** The Manufacturer has reserved the right to change the price to Dealer of new vehicles without notice. In the event the price to Dealer of the new vehicle ordered by Purchaser is changed by Manufacturer prior to its delivery to Purchaser, Dealer reserves the right to change the cash delivery price to Purchaser. If the cash delivery price is increased by Dealer, Purchaser may, if dissatisfied with the higher figure, cancel this Order. In the event a used vehicle ("trade-in") has been traded as part of the consideration for the new vehicle, the "trade-in" shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any). If the trade-in has been previously sold by Dealer, the amount received for it shall be returned to Purchaser less a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising said trade-in for sale.
5. **TRADE-IN AND APPRAISAL.** Where Purchaser wishes to trade in a used vehicle ("trade-in") as part of the consideration for the vehicle ordered, the Purchaser agrees that the amount of the allowance offered by the Company for the traded equipment shall be applied by the Company as part payment of the purchase price of said vehicle(s). The traded equipment is to be delivered to the Company in the same condition and appearance in which it was when first inspected by the Company or its representative. The Company, upon delivery of the traded equipment, shall have the right to reinspect the same, and shall be the sole judge as to its condition, with the right of acceptance or rejection. If the traded equipment is not in the same condition and appearance as when first inspected by the Company, the Company shall have the right to adjust the amount of the allowance offered therefor and the total cash sales price shall be adjusted accordingly.
6. **DELIVERY OF TITLE TO DEALER.** Purchaser agrees to deliver to Dealer satisfactory evidence of title to any trade-in vehicle used as part of the consideration for the vehicle ordered at the time of delivery of such used vehicle to Dealer. Purchaser warrants any trade-in vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted on this Order.
7. **NON-REFUNDABLE DEPOSIT.** Unless this Order is canceled by Purchaser in accordance with Paragraph 4 above, Dealer shall have the right upon failure or refusal of Purchaser to accept delivery of the ordered vehicle or to comply with the terms of this Order, to retain as liquidated damages any cash deposit. In addition, where Purchaser has traded a used vehicle as part of the consideration for the vehicle ordered, Dealer shall have the right to sell such trade-in and reimburse himself out of the proceeds of such sale for the expenses specified in Paragraph 4 above and for such other expenses and losses as Dealer may incur or suffer as a result of the Purchaser's failure or refusal to comply with the provision of this Order.
8. **DESIGN CHANGES BY THE MANUFACTURER.** The Manufacturer has reserved the right to change the design of any new vehicle, chassis, accessories or parts of new vehicles at any time without notice and without obligation to make the same or any similar change upon any vehicle, chassis, accessories or parts of vehicles previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by the Manufacturer, Dealer shall have no obligation to Purchaser to make this same or any similar change in any vehicle, chassis, accessories or parts of the vehicle covered by this Order either before or after delivery to Purchaser.
9. **DELAYS IN DELIVERY.** The Purchaser understands and agrees that the Company shall not be held responsible for any loss, damage, detention, delay or failure to deliver resulting from any cause which is unavoidable or beyond its reasonable control, including, but not limited to fire, flood, natural disaster, strike or labor disturbance, accident, vandalism, riot or insurrection, war, any order decree, law or regulation of any court, government or governmental agency, shortage of materials, demand in

excess of available supply, failure or interruption of normal transportation or power facilities: NOR IN ANY EVENT SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME. The receipt of said vehicle(s) by the Purchaser upon delivery shall constitute a waiver of all claims for loss or damage due to delay.

In the event that this Sales Order is canceled by mutual written agreement of the Company and the Purchaser, or if the Company is unable to make delivery of said vehicle(s) for any of the reasons hereinabove specified, the Company shall return and the Purchaser shall accept the cash deposit and the traded equipment (or if the traded equipment shall have been sold, the lesser of a) the trade value less any payoff made by the Company or b) the net amount received by the Company from the sale thereof) in full discharge of any obligations of the Company to the Purchaser hereunder.

10. **PURCHASER RESPONSIBLE FOR TAXES.** ALL TAXES NOW OR HEREINAFTER IMPOSED UPON THE SALE OF THE VEHICLE(S) SPECIFIED HEREIN, AND ANY TARIFFS IMPOSED UPON IMPORTATION OF THE VEHICLE(S), SHALL BE PAID BY THE PURCHASER.

11. **EXECUTION OF OTHER DOCUMENTS.** Execution of Other Documents and Appointment as Attorney-in-Fact. Purchaser before or at the time of delivery of the vehicle(s) covered by this Order will execute such other and further documents (including, without limitation, loan or lease documents, security agreements, and financing statements) ("Other Documents") as may be required to effectuate the terms and conditions of this Order. Purchaser hereby irrevocably constitutes and appoints COMPANY and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Purchaser and in the name of the Purchaser or in its own name, from time to time in COMPANY'S discretion, for the purpose of carrying out the terms of this Order and to execute any and all Other Documents and instruments which may be necessary or desirable to accomplish the purposes of this Order.

12. **PAYMENT OF BALANCE DUE AND ACCEPTANCE BY PURCHASER.** The Purchaser agrees to pay the balance due on the terms specified and to accept delivery of the ordered vehicle within 48 hours after notification that the vehicle is ready for delivery. In the event that this Sales Order is accepted by the Company and the Purchaser fails to accept delivery and perform pursuant to the terms hereof, then the Company shall have the right to retain the amount of any cash deposit and the traded equipment delivered to the Company on account of the purchase price of said vehicle(s) as liquidated damages in addition to such other rights as the Company may have under the law. In addition, the Company may dispose of or sell such ordered vehicle as the Company deems reasonable.

13. **GRANT OF SECURITY INTEREST.** As security for the punctual performance in full by Purchaser of its obligations hereunder, including payment in full of the purchase price, Purchaser hereby unconditionally and irrevocably grants a first-priority security interest to COMPANY and its successors hereunder in and to the vehicle(s) specified herein. Pursuant to, inter alia, Section 9-311(d) of the Uniform Commercial Code, COMPANY may perfect its security interest in and upon the vehicle(s) by filing one or more financing statements, at Purchaser's sole expense, as may be necessary.

In the event of Purchaser's failure to make payment of the purchase price when due, the Company may take immediate possession of said vehicle(s), without notice, demand, or hearing, all of which are expressly waived. For this purpose, the Purchaser shall, if the Company so requests, make said vehicle(s) available to the Company at a reasonably convenient place designated by it, and the Company shall have the right, and is hereby authorized to enter upon the premises wherever said vehicle(s) may be and remove the same. The Purchaser hereby expressly waives any action or right of action or any kind whatsoever against the Company because of the removal, repossession or retention of said vehicle(s) or otherwise.

14. **NO MODIFICATION UNLESS IN WRITING.** The Purchaser agrees that all previous communications between the Purchaser and the Company, either verbal or written, with reference to the subject matter of this Sales Order, are hereby abrogated. The Purchaser further agrees that no modification hereof shall be Binding upon the Company unless such modification is in writing and agreed to and accepted in writing by an officer or authorized representative of the Company.

15. **PURCHASER DATA CONSENT.** Purchaser represents and warrants that it has obtained all third-party approvals, consents, and authorizations, if any, necessary to: (i) disclose to COMPANY all personally identifiable information Purchaser discloses to COMPANY hereunder ("Personal Data"), as well as any other data disclosed by Purchaser to COMPANY hereunder (together with Personal Data, "Purchaser Data"), and (ii) permit COMPANY to process such Purchaser Data for purposes of making a credit decision with respect to Purchaser. Purchaser consents to COMPANY'S processing, including but not limited to storing and using, Purchaser Data such purposes. COMPANY shall: (a) only process Personal Data to the extent, and for the time, necessary to perform this Agreement, and (b) not disclose the Personal Data to any third-party without Purchaser's consent except where such disclosure is to a COMPANY consultant, professional, or subcontractor who has agreed to be bound by obligations with respect to such Personal Data no less onerous than the obligations set forth herein.

16. **NO THIRD-PARTY BENEFICIARIES.** This Sales Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

17. **COMMERCIAL PURPOSE.** The transaction memorialized by this Order is not a "consumer transaction" as such term is defined in the Uniform Commercial Code, and none of the subject Vehicle(s) was or will be purchased or held primarily for personal, family, or

household purposes.

18. **ATTORNEY'S FEES AND LATE PAYMENTS.** In the event Company is required to enforce any of the covenants, terms or conditions in this Sales Order, Company shall be entitled to the recovery of its reasonable attorney's fees in the liquidated amount of 20% of the monies due hereunder or the actual attorney's fees incurred by Company, which election shall be at Company's sole discretion. It is further agreed that any amounts owing to Company by Purchaser pursuant to this Sales Order which are not paid when due are subject to a 1.5% per month (18% annually) late charge. It is further agreed that the Purchaser will pay the Company a fee of \$25 per item, for any instrument returned unpaid by Purchaser's bank or financial institution.
19. **ACCEPTANCE OF TERMS.** ACCEPTANCE IS EXPRESSLY CONDITIONED ON ASSENT TO THESE TERMS
20. **GOVERNING LAW.** All matters arising out of or relating to this Sales Order shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than those of the State of New Jersey.
21. **SUBMISSION TO JURISDICTION.** Any legal suit, action, or proceeding arising out of or relating to this Sales Order shall be instituted in the state or federal courts of the State of New Jersey, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
22. **SEVERABILITY.** If any term or provision of this Sales Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Sales Order or invalidate or render unenforceable such term or provision in any other jurisdiction.