

****ATTENTION****

THE FOLLOWING TERMS AND CONDITIONS OF SALE (COLLECTIVELY REFERRED TO AS THE "AGREEMENT") SHALL BE BINDING UPON THE CUSTOMER AND MORGAN OLSON, AND THERE SHALL BE NO MODIFICATIONS OR AMENDMENTS TO THIS AGREEMENT WITHOUT THE EXPRESS WRITTEN CONSENT OF BOTH PARTIES.

STANDARD SALES AGREEMENT TERMS AND CONDITIONS

- 1. Acceptance.** Acceptance hereof by Customer must be made on the exact terms and conditions hereon. Any additional or different terms proposed by the Customer in any document are hereby objected to and rejected. Delivery of a signed copy hereof by Customer, acknowledgment of acceptance by electronic or other means, or acceptance of delivery of the goods, materials, and articles covered hereby (the "Goods"), F.O.B. Morgan Olson's plant (unless otherwise provided on the face of this form) shall constitute acceptance of this offer in accordance with the exact terms and conditions set forth herein, absent written assent by Morgan Olson to other proposed terms.
- 2. Prices.** Prices set forth on a Morgan Olson quote shall remain firm for a period of thirty days from the date hereof, contingent upon (i) Morgan Olson's receipt of acceptance within thirty days thereof; (ii) receipt of the chassis required to produce the Goods. Morgan Olson may adjust prices based upon the prices charged to Morgan Olson by its suppliers as of the date of Morgan Olson's receipt of the chassis necessary to manufacture the Goods.
- 3. Release of Goods and Surcharges.** Morgan Olson shall provide Customer an invoice upon completion of the Goods, and Customer shall remove, or authorize Morgan Olson to remove, the Goods from Morgan Olson's lot within fourteen (14) days of the date thereof. The Customer agrees to reimburse Morgan Olson's then-current lot lease expense in accordance with the Morgan Olson Storage agreement (SAL-P-007) unless otherwise agreed upon.
- 4. Payment and Credit Approval.** In addition to the purchase price and surcharges for the Goods stated herein, Customer shall pay Morgan Olson the amount of any and all excise, sales, privilege, or other taxes (whether State or Federal) which are payable by reason of the sale or delivery of the Goods. The Customer shall pay for the Goods within thirty days after the invoice date (unless otherwise provided for on the face of this form) in US dollars.

Should the bank or other depository on which the Customer's check is drawn or any intermediary bank charge a service or other fee with respect to payment due hereunder, the Customer shall pay the full amount of such fee.

If payment is not made within thirty days (unless otherwise provided for on the face of this form) after the date of invoice, interest on the outstanding balance will be charged at the rate of 1 1/2% per month, compounded monthly. If the charging, compounding, or payment of such amount of interest is illegal under any applicable authority, and interest will be charged, compounded, and paid at the highest legal rate then in effect.



Shipments and deliveries of goods shall, at all times, be subject to the approval of Morgan Olson's Credit Department. Morgan Olson may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to such Department. If payment by check has been approved by Morgan Olson, the obligation represented thereby shall be automatically reinstated if the item is dishonored upon the first presentation for payment in proper form and in time.

5. **Delivery. Title and Risk of Loss.** All Goods sold hereunder are to be shipped F.O.B. Morgan Olson's plant. Title to the Goods covered hereby shall vest in the Customer upon completion and invoice of goods thereof by Morgan Olson to Customer or Customer's agent. The risk of loss shall shift with the invoice of the goods.
6. **Warranty: Exclusion of Other Warranties.** Morgan Olson will furnish a digital or written Warranty Statement to the Customer at the time of delivery. Morgan Olson's responsibility for fulfillment of Warranty will be limited to the express terms and conditions of this Warranty Statement. **THE WARRANTY REFERRED TO IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED.** Oral statements made by Morgan Olson's agents do not constitute warranties, shall not be relied upon as such by Customer, and are not part of this sales agreement. If the Customer experiences difficulties believed to be covered by Warranty, he should communicate with Morgan Olson immediately. **MORGAN OLSON WILL NOT BE RESPONSIBLE FOR PAYMENT OF ANY CHARGES INCURRED BY THE CUSTOMER FOR CORRECTION OF DEFICIENCIES COVERED BY WARRANTY UNLESS EXPRESS WRITTEN AUTHORIZATION HAS BEEN GRANTED FOR THE PERFORMANCE OF THIS WORK. IN NO EVENT WILL MORGAN OLSON BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS WARRANTY.**
7. **Indemnity.** While the Goods are in Customer's care, custody, and control, Customer shall indemnify, save harmless and defend Morgan Olson from and against any and all claims, losses, damages, costs, and expenses, including reasonable attorney fees, arising from or related to any claim for personal injury, death, or property damage resulting from Customer's failure to properly maintain the product pursuant to manufacturer's instructions contained in Morgan Olson's Owner's Manual.
8. **Tolerances.** Goods sold hereunder shall be subject to Morgan Olson's standard manufacturing variations, tolerances, and classifications. Where overall specifications are based on truck specifications supplied by the Customer or truck manufacturer, Morgan Olson will not be responsible for deviations in overall specifications if caused by deviation of truck specifications from information supplied.
9. **Supplemental Orders and Additions.** Orders subsequent to and which supplement or add to an original order will become part of the original order upon acceptance by both Customer and Morgan Olson. Prices for additions will be governed by the price of time and materials necessary to effect the additions.



- 10. Correction of Errors.** Morgan Olson reserves the right to make corrections in typographical or arithmetical errors.
- 11. Force Majeure.** Morgan Olson shall not be liable for any delay in delivery due to fuel or other energy shortage, fires, floods, strikes or other labor disputes, accidents to machinery, equipment breakdown, the volume of business, inability to secure raw materials, acts of sabotage, riots, precedents or priorities granted at the request or for the benefit, directly or indirectly, of the federal or any state government or any subdivision or agency thereof, delays in transportation or lack of transportation facilities, restrictions or other controls imposed by federal or State legislation or rules or regulations thereunder, executive proclamations by any authorized federal or state officer, or any other cause beyond Morgan Olson's control.
- 12. Merger and Integration.** All proposals, negotiations, and representations, if any, regarding the transaction or series of transactions evidenced hereby and made prior to or on the date hereof are deemed to be merged herein. These standard terms and conditions shall be deemed to embody all of the terms, conditions, and other expectations of both Morgan Olson and the Customer with respect to the transaction or series of transactions evidenced hereby. No evidence of any prior or contemporaneous course of dealings or course of performance between Morgan Olson and the Customer shall be admissible to supplement, explain or contradict any term herein.
- 13. Amendment, Modification, Rescission, or Waiver.** Neither this writing nor any provision hereof may be amended, modified, waived, discharged, terminated, or rescinded orally or by course of performance, course of dealing or usage of trade, but only an instrument in writing executed by the party against which enforcement of the amendment, modification, waiver, discharge, termination or rescission is sought, may do so. No waiver of any provision hereof or any right otherwise conferred by law shall affect the waiving party's capacity to respond to any other similar contemporaneous or future breach.
- 14. Assignment.** Customer shall not assign any of its rights nor delegate any of its duties hereunder without Morgan Olson's prior written consent, and any such attempt at assignment or delegation shall be void.
- 15. Limitation of Liability.** Morgan Olson shall not be liable to the Customer for any loss of profits, indirect, special, and/or consequential damages arising out of any breach of its obligations and/or warranties under this Agreement.
- 16. Compliance with Laws.** Any provisions required to be included herein by any applicable and valid law, rule, regulation, or executive proclamation shall be deemed incorporated herein without further action by Morgan Olson and the Customer herein.
- 17. Waiver.** Morgan Olson's forbearance or failure to exercise, at any time, any of its rights and/or remedies herein shall not be deemed a subsequent waiver thereof nor a waiver of any other right or remedy contained herein.



- 18. Cancellation.** The Customer shall not have the right of cancellation, except upon the written consent of Morgan Olson. When cancellation is accepted, Morgan Olson reserves the right to make a cancellation charge of up to 25% of the price set forth on the face hereof.
- 19. Costs.** The Customer hereby agrees to reimburse Morgan Olson for all costs and expenses (including reasonable attorney's fees) incurred by Morgan Olson in connection with any legal proceeding commenced hereunder or otherwise arising out of this Agreement for recovery of goods sold or for collection of monies due hereunder.
- 20. Applicable Law /Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan ["State"] without giving effect to the choice of law principles of the State. Customer agrees that the courts of the State of Michigan, St. Joseph County and the United States District Court for the Western District of Michigan shall have jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Sales Agreement, any agreement between the parties or otherwise between the parties.
- Customer expressly submits and consents in advance to such jurisdiction in any action or proceeding in such courts and agrees that venue will be proper in such courts for all such matters. If any action or proceeding is brought by Morgan Olson against Customer hereunder and Customer is not otherwise subject to service of the process in the State of Michigan, Customer agrees to and does hereby irrevocably appoint the Secretary of State of Michigan as Customer's agent for the acceptance of service of process therein and a copy of such process shall be mailed by Morgan Olson to Customer at Customer's last known address.
- 21. Severability.** The provisions of this writing shall be severable so that the invalidity, unenforceability, or waiver of any of them shall not affect the remaining provisions herein.
- 22. Headings.** The headings herein are for convenience only and do not define or limit the provisions hereof.

