

TERMS AND CONDITIONS OF SALE

Please read these terms and conditions carefully. They materially affect the parties' obligations. Independent Truck Upfitters, Inc. or its direct or indirect affiliate providing the Offerings (the individual applicable entity, "Seller") is bargaining for and will do business only on these terms and conditions (these "Terms"), and Seller's acceptance of orders is expressly subject to and conditioned on the buyer of any services and/or goods ("Buyer") assenting to these Terms.

- 1. ACCEPTANCE; CONTRARY TERMS; ENTIRE AGREEMENT.** All orders for services and/or goods ("Offerings") are subject to acceptance by Seller at its office. Any price quotation referencing these Terms shall expire if not accepted within fifteen (15) days from the date of the quotation, unless otherwise stated in such quotation. BUYER'S ORDER IS ACCEPTED ONLY ON THESE TERMS, AND THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER WRITING INCONSISTENT HERewith SHALL NOT CONSTITUTE A PART OF THE CONTRACT OF SALE. Seller's acceptance is conditional on assent to these Terms. If any of these Terms are not acceptable to Buyer, Seller must be notified promptly. If Seller does not receive Buyer's written objection to any of these Terms within twenty-four (24) hours of Buyer's receiving an acknowledgment from Seller, or if Buyer accepts delivery of Offerings, these Terms shall be deemed irrevocably accepted by Buyer. The failure of Seller to object to provisions contained in any purchase order or communication from Buyer shall not be construed as an acceptance of any such provision or as a waiver of these Terms. Without limiting the foregoing, Seller expressly objects to all additional or contradictory terms specified in any other email, acknowledgment, purchase order, confirmation or other document supplied by Buyer pertaining to Offerings, including without limitation those terms and conditions regarding warranty, liability, remedy, and indemnity. Upon Buyer's receipt of an acknowledgment or other written confirmation from Seller of Buyer's order, Buyer's order shall be non-cancellable unless Seller shall consent thereto in a writing signed by Seller. No online or electronic terms or conditions of Buyer will be binding on Seller even though such terms were "accepted" in order to access or use a system. These Terms, together with the terms and conditions set forth in Seller's credit application completed by Buyer (if applicable) and the email, price quotation, invoice, order acknowledgment and/or similar forms of documents issued by Seller and referencing these Terms, is intended by the parties to be the final expression of their agreement (this "Agreement") and is intended also as a complete and exclusive statement of the terms and conditions thereof. No modification of any term or condition will be valid or binding upon Seller unless approved by Seller in a writing signed by Seller.
- 2. EXCUSE FROM PERFORMANCE.** Seller shall not be liable for any costs, expenses or damages of any nature (whether general, consequential, as a penalty or liquidated or otherwise) if performance is prevented, hindered, delayed, or rendered impracticable by any accident; breakdown; sabotage; riot; insurrection; war; delay; interruption in or failure of sources or subcontractors to supply materials, equipment, power, or transportation, or other supply chain disruptions; strike, labor or transportation problem; act of God; epidemic or pandemic and any quarantine restrictions related thereto; unforeseen capacity constraints and/or demand increases; or other causes and conditions, whether of like or different nature, that are beyond Seller's reasonable control; and orders, contracts, priorities, directives, requisitions or requests of the federal or state governments, whether or not voluntarily assumed. Seller may implement price increases due to increased costs, when and to the extent the cost increase is caused by or results from acts beyond Seller's reasonable control. In the event of any such delay, at Seller's option, (a) the date of delivery shall be extended for a period equal to the time lost by reason of the delay, or (b) Seller will be excused from performance and Buyer will promptly, upon Seller's request, pay Seller for any services or goods then completed or in process an amount determined by Seller to represent the proportionate price of the order so completed or in process.
- 3. TAXES AND FEES.** Unless otherwise specified in this Agreement, prices stated in this Agreement do not include any manufacturers, sales, use or excise taxes, charges or duties, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by any transaction between Seller and Buyer. Buyer will pay all such taxes, fees, charges and duties. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore. Buyer will also pay Seller any collection fees and all attorneys' fees incurred by Seller in enforcing this Agreement or defending against any claim for breach of this Agreement. Prices stated in this Agreement do not include travel or other out-of-pocket expenses incurred by Seller in connection with the performance of any services included within the Offerings, and Buyer agrees to reimburse Seller for all such expenses.
- 4. PRICES; PAYMENT.** Unless specifically held open for a length of time on Seller's quotation for Offerings, all prices are subject to change upon written notice from Seller. Unless specifically stated otherwise on Seller's quotation or invoice to Buyer, all payments shall be due in full at the time the Offerings and/or the Buyer Property incorporating the Offerings are tendered for Buyer pickup or delivery. Seller may charge a service charge for payments by credit card. Seller reserves the right to require full cash payment in advance whenever, for any reason, doubt as to Buyer's financial responsibility develops, and Seller shall not in such event be liable for non-performance. A service charge shall be incurred if payment is received after the due date, calculated as (a) one and one-half percent (1 1/2%) of the invoice amount or (b) the highest rate allowed by applicable law, whichever is lesser, for every thirty (30) days (or fraction thereof) from the due date. For example, if payment is received between one (1) and thirty (30) days from the due date, the service charge shall be calculated as one and one-half percent (1 1/2%) of the invoice amount (or such lesser amount if required by applicable law); if payment is received between thirty-one (31) and sixty (60) days from due date, the service charge shall be calculated as three percent (3%) of the invoice amount (or such lesser amount if required by applicable law); if payment is received between sixty-one (61) and ninety (90) days from due date, the service charge shall be calculated as four and one-half percent (4 1/2%) of the invoice amount (or such lesser amount if required by applicable law). In addition to all other remedies available under this Agreement or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery and/or performance of any Offerings if Buyer fails to pay any amounts when due hereunder.
- 5. RISK OF LOSS; DELIVERY OR COMPLETION.** Seller shall not take title to any Buyer-provided or Buyer-owned vehicles or other property ("Buyer Property"), and risk of loss for all Buyer Property shall remain with Buyer at all times. Risk of loss for any property included in the Offerings that is not Buyer Property will pass to Buyer at the time the Offerings and/or the Buyer Property incorporating the

Offerings are tendered for Buyer pickup or delivery. Unless specifically stated otherwise on Seller's quotation or invoice to Buyer, Seller assumes no responsibility in connection with the transportation of Offerings and/or the Buyer Property incorporating the Offerings to Buyer, and all freight, shipping, transportation, drayage, boxing, crating, and other charges, both to and from Seller's facility, are the responsibility of Buyer. To the extent any property included in the Offerings is not Buyer Property, title to such property will remain with Seller until full payment is received by Seller. Delivery dates and/or completion dates on any purchase order, service order, work order, quotation, acknowledgement, or similar document are estimates only. Seller will use reasonable efforts to meet the estimated delivery and/or completion date, subject to Buyer's prompt provision of all necessary, complete and correct specifications, information and data, but Seller shall not be held responsible for failure to meet such estimated date. Seller shall provide Buyer a notice of release ("Release Notice") when the Offerings are completed. After Seller provides Buyer a Release Notice, Buyer will remove the Offerings and Buyer Property from Seller's lot within fifteen (15) days following such notice. If Buyer fails to comply with the foregoing sentence, Buyer agrees to pay to Seller a lot lease charge, determined by Seller in its sole discretion, for every day after the Release Notice that the Offerings and/or Buyer Property remains on Seller's lot. Buyer also agrees to pay Seller for all costs incurred after the date of the Release Notice to maintain the Offerings and/or Buyer Property incorporating the Offerings in reasonable (road-worthy) working order; provided, however, that Seller shall have no obligation to so maintain the Offerings.

6. TERMINATION. In addition to any remedies that may be provided under these Terms or applicable law, Seller may terminate this Agreement, in whole or in part, without liability and with immediate effect upon notice to Buyer for any reason or no reason at all. Without limiting the foregoing Seller may terminate this agreement, in whole or in part, for cause if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

7. CERTAIN BUYER OBLIGATIONS. Buyer shall (a) cooperate with Seller in all matters relating to the Offerings and Buyer Property and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing any services included in the Offerings; (b) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to provide the Offerings in accordance with the requirements of this Agreement; and (c) provide in a timely manner such customer materials or information as Seller may request in order to provide the Offerings, and ensure that such customer materials or information are complete and accurate in all material respects.

8. WARRANTY DISCLAIMER.

a. **Limited Warranty.** Seller warrants to Buyer that Seller shall provide the Offerings in accordance with generally recognized industry standards (the foregoing limited warranty being hereinafter referred to as the "Warranty"). The Warranty will expire twelve (12) months after the provision of the applicable Offering. The Warranty runs only to Buyer and not to buyers of the Offerings and/or the Buyer Property incorporating the Offerings from Buyer.

b. **Third Party Products.** To the extent any products manufactured by a third party ("Third-Party Products") are included, contained or incorporated in any Offerings, such Third-Party Products are not covered by the Warranty and are provided "as is." Buyer acknowledges that Seller is not the manufacturer of any goods or products included in the Offerings, and any such goods or products shall constitute Third-Party Products. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, INCLUDING ANY: (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

c. **Disclaimer.** THE WARRANTY IS THE ENTIRE AND EXCLUSIVE WARRANTY REGARDING THE OFFERINGS AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. Seller shall not be liable for a breach of the Warranty unless: (i) Buyer gives Seller written notice of the defective Offerings, reasonably described, within five (5) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice of breach of the Warranty to determine whether the Offerings are defective as claimed; and (iii) Seller reasonably verifies Buyer's claim that the Offerings are defective. Seller shall not be responsible if the Offerings void third party manufacturer warranties on any Buyer Property or Third-Party Products.

9. LIMITATION OF REMEDIES AND DAMAGES.

a. **Exclusive Remedy.** If Offerings do not comply with the Warranty and a claim is made by Buyer within the applicable Warranty period, Seller shall, at the option of Seller, either re-perform any and all defective services included in the Offerings free of charge, or grant to Buyer a credit in an amount equal to the price of the applicable Offerings. The remedy of re-performance or credit is the sole and exclusive remedy for breach of the Warranty. THE REMEDIES SET FORTH IN THIS SECTION WILL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTY. Seller shall not be liable for any defective Offerings if: (a) the defect arises because Buyer fails to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Offerings and/or the Buyer Property incorporating the Offerings; (b) Buyer alters or repairs the Offerings and/or the Buyer Property incorporating the Offerings without the prior written

consent of Seller; or (c) Offerings and/or the Buyer Property incorporating the Offerings become defective or inoperative due to normal use, accident, misapplication, abuse or misuse.

- b. SELLER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, COSTS OF SUBSTITUTE OFFERINGS OR BUYER PROPERTY, OR LABOR COSTS, ARISING FROM THE SALE, USE OR INSTALLATION OF OFFERINGS AND/OR THE BUYER PROPERTY INCORPORATING THE OFFERINGS, FROM OFFERINGS AND/OR THE BUYER PROPERTY INCORPORATING THE OFFERINGS BEING INCORPORATED INTO OR BECOMING A COMPONENT OF ANOTHER OFFERING (INCLUDING ANY BUYER PROPERTY), OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER CONCERNING THE SALE, USE OR INSTALLATION OF OFFERINGS, EVEN IF SELLER IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER BY BUYER FOR THE SPECIFIC OFFERINGS GIVING RISE TO BUYER'S CLAIM. THE LIMITATIONS SET FORTH HEREIN SHALL BE VALID AND ENFORCEABLE NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDY SET FORTH HEREIN.

- 10. EXCLUSION OF TORT REMEDIES.** This is a contractual transaction. NEITHER PARTY WILL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER, OR TO ANY THIRD PARTY, ARISING FROM ANY BREACH OF THIS AGREEMENT.
- 11. INTELLECTUAL PROPERTY OWNERSHIP.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), and all trade dress, trade names, logos, corporate names, domain names, trademarks, service marks, trade secrets, know-how and other confidential information, together with all derivative works and all goodwill associated therewith, and all other rights in and to all Offerings, documents, work product, drawings, designs, prints, and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of Seller in the course of performing under this Agreement, shall be owned by Seller. Except as otherwise expressly and specifically provided, no license, transfer or assignment of Seller's proprietary rights shall occur as a result of this Agreement or any order. Buyer acknowledges and agrees that any Seller documents, work product, drawings, designs, prints, or other materials provided to Buyer are being provided solely for the purpose of facilitating the placing of orders by Buyer with Seller, and Buyer may not use such materials for any other purpose whatsoever, including without limitation for sourcing any product or services from any supplier other than Seller. Buyer warrants that any trademarks Buyer requests Seller to affix to any Offering or Buyer Property is owned or authorized for use by Buyer.
- 12. OFAC REPRESENTATION.** Buyer represents and warrants that Buyer is and shall at all times remain in compliance with all laws administered by the U.S. Treasury Office of Foreign Assets Control or any other governmental entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries, entities and persons ("Embargoed Targets"). Buyer is not an Embargoed Target or subject to any Economic Sanctions Law, and Buyer shall not (a) directly or indirectly export, re-export, transship or otherwise deliver Offerings or any portion of Offerings, or any Buyer Property incorporating the Offerings, to an Embargoed Target or (b) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law.
- 13. CANCELLATIONS AND CHANGES.** Any request by Buyer for cancellation, termination, modification, suspension, or delay in delivery or performance of Buyer's order may be accepted or rejected by Seller in its sole discretion. Buyer will fully indemnify and reimburse the Seller against all losses, costs and expenses (including without limitation all indirect and overhead charges and a normal profit) arising in connection with any such request by Buyer that is accepted by Seller. No change proposed by Buyer in any term or condition will be valid or binding upon Seller unless approved in writing by Seller's duly authorized personnel.
- 14. SECURITY INTEREST; LIEN NOTICE.** Buyer hereby grants to Seller and Seller hereby retains a security interest in all Buyer Property and accessories and additions thereto, wherever located, whether now existing or hereafter acquired, all spare parts and components therefore, and all proceeds of the sale or other disposition including, without limitation, cash, accounts, contract rights, instruments and chattel paper. Buyer shall join with Seller in executing one or more financing statements if requested by Seller and then in a form satisfactory to Seller to evidence and perfect Seller's security interest in all Buyer property. In the event Buyer shall be in default under this agreement, Seller shall have the remedies of a secured party under applicable law, and Seller may thereupon enter the premises of Buyer and remove and repossess all Buyer Property. Buyer agrees to pay all costs incurred by Seller in collecting any amounts due hereunder or in otherwise exercising its rights and remedies hereunder, including all of Seller's attorney's fees, and all such amounts due from Buyer shall be secured by the foregoing security interest. Buyer agrees to indemnify Seller for any loss of Seller's lien rights caused by a breach of this section.
- 15. SETOFF.** Seller may set off any amount due from Buyer, whether or not under this Agreement, against any amount due Buyer hereunder. Buyer may not set off any amount due from Seller, whether or not under this Agreement, against any amount due Seller hereunder without Seller's prior written consent.
- 16. CONFIDENTIALITY.** Buyer acknowledges that all information furnished by Seller and any other person acting on behalf of Seller, whether in writing, verbally, electronically, or otherwise, and all information learned or observed about Seller or its operations through performing this Agreement or any order, shall be deemed "Confidential Information." Buyer agrees to maintain and protect the confidentiality of the Confidential Information, and to not disclose the Confidential Information except as legally required (and then only to the minimum extent legally required), and except to Buyer's employees who are bound by obligations of confidentiality with respect to such

Confidential Information at least as stringent as those set forth herein, and who have a need to know such Confidential Information for the purpose of fulfilling Buyer's obligations hereunder. Buyer shall be responsible for any breach of the confidentiality and non-use obligations set forth herein by such employees. Buyer may only use the Confidential Information in the performance of its obligations hereunder, and may not use the Confidential Information for any other purpose. Buyer shall return to Seller, or destroy, with such destruction certified in writing to Seller, within five (5) days of the earlier of a request from Seller or the termination of this Agreement, all Confidential Information, and all written materials, and copies thereof, including materials stored in electronic media, containing, incorporating, or otherwise based upon the Confidential Information. This provision shall survive any termination of this Agreement for any reason, and in the event of any breach or threatened breach of this provision, Seller shall be entitled, in addition to any other remedies and damages, to injunctive relief without the necessity of paying bond and without being required to prove the amount or insufficiency of damages.

17. **SOLICITATION OF PERSONNEL.** For so long as there is any order for Offerings in effect between Buyer and Seller and for twelve (12) months thereafter, Buyer agrees that it shall not solicit for employment any employee or contractor of Seller.
18. **INSURANCE.** During the term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect in amounts and types satisfactory to Seller. Without limiting the foregoing, Buyer shall, at Buyer's expense, keep all Buyer Property fully insured at its replacement value at all times while the Buyer Property is in the possession or control of Seller. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance evidencing the insurance coverage. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in any of Buyer's insurance policies required pursuant to this Agreement.
19. **NOTICES.** Any notice relating to this Agreement must be in writing and will be considered given within three days after it is deposited, postage prepaid, with a registered mail service and addressed to the other party at the address given in this Agreement; or, if delivered by hand, when so delivered.
20. **ASSIGNMENT.** Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller's prior written consent. Any attempted assignment without Seller's consent, even if by operation of law, will be void. Seller may assign this Agreement. If Seller so assigns, Buyer releases Seller from all liability under this Agreement and agrees to hold the assignee solely responsible for performance of all obligations.
21. **CORRECTIONS.** Clerical and stenographic errors are subject to correction.
22. **CONTROLLING LAW AND DISPUTE RESOLUTION.** The validity, construction and enforcement of this Agreement will be governed by and interpreted under the local, domestic law of the State of Iowa, including, without limitation, its provisions of the Uniform Commercial Code. The United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply to this Agreement. In the event of a dispute involving this Agreement, any legal proceeding must be heard and determined exclusively in an Iowa State court or a federal court sitting in the State of Iowa. Buyer irrevocably: (a) submits to the exclusive jurisdiction of such courts; (b) waives any objection to venue, including on the ground of *forum non conveniens*, to bringing a legal action in such courts; (c) agrees not to bring any legal action relating to this Agreement except within the State of Iowa; and (d) agrees that service of process on Buyer may be made through any form permissible for delivering a notice pursuant to Section 19.
23. **WAIVER.** The failure of Seller to insist upon a strict performance of any of these Terms shall not be considered as a continuing waiver of any such term or condition, or any other term or condition, or any of Seller's rights. In addition, if any of the terms of this Agreement are held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the remainder of this Agreement and such remainder shall remain in full force and effect.
24. **INDEPENDENT CONTRACTORS.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
25. **NO THIRD-PARTY BENEFICIARIES.** This Agreement 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.
26. **SURVIVAL.** The parties' rights and obligations, which by their nature would continue beyond the expiration or termination of this Agreement, including but not limited to those regarding payment, indemnification, compliance with laws, warranties, limitations on liability, confidentiality and non-solicitation of employees, shall survive any termination or expiration of this Agreement.
27. **DIMENSIONAL DATA:** All dimensions, weights, and measurements specified in this Agreement are estimates only and are subject to Seller's tolerances, may change without notice, and may vary depending on options selected.