

GENERAL TERMS AND CONDITIONS OF SALE

1. **APPLICABILITY.** These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by Masterack, LLC ("Masterack") to the buyer of Goods ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
2. **ENTIRE AGREEMENT AND AMENDMENT.** The accompanying Sales Order Acknowledgement (the "Sales Confirmation" and these Terms, collectively, this "Agreement") comprise the agreement between the parties, and supersede all prior or contemporaneous understandings, agreements and negotiations. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Buyer's terms are specifically rejected. These Terms may be amended or modified only in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.
3. **CHANGES OR CANCELLED ORDERS.** Any changes by the Buyer from Goods ordered or from Signed Approved Drawings may result in additional charges and costs to the Buyer as outlined in our Change Order Policy. Any such changes may also affect the delivery date for the Goods (including any pilot units if one is ordered). If charges or delivery changes apply, you will be notified. Any cancelled orders are subject to a charge for time and materials incurred by Masterack plus a 30% restocking fee. All such charges and costs will be billed to Buyer and shall be paid by the Buyer in accordance with the Payment Terms provided herein.
4. **DELIVERY AND SHIPPING.**
 - a. Unless otherwise agreed in writing by the parties, Masterack shall deliver the Goods Ex-Works to Masterack's plant in Social Circle, Georgia or such other place of manufacture of the Goods as Masterack may establish from time to time (the "Delivery Point") using Masterack's standard methods for packaging and shipping such Goods. Buyer shall remove, or authorize Masterack to remove, and take delivery of the Goods within thirty (30) calendar days after Masterack's written notice ("Completion Notice"). Buyer shall be responsible for all freight, shipping, insurance, handling and loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. If for any reason Buyer fails to accept delivery of any of the Goods pursuant to these Terms or other notice that the Goods have been delivered at the Delivery Point, or if Masterack is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, titles, documents, licenses or authorizations:
 - i. risk of loss to the Goods shall pass to Buyer;
 - ii. the Goods shall be deemed to have been delivered and;
 - iii. Masterack, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, lot lease expenses and insurance). If within 30 days after Completion Notice, Buyer fails to remove any vehicles to which the Goods are attached or any vehicles delivered to Buyer, the Buyer shall pay Masterack a \$10 per vehicle per day penalty fee in addition to all costs and expenses associated with maintaining the vehicle in satisfactory (road-worthy) condition.
 - b. Masterack may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the

units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

- c. Masterack shall have no liability for damage, delay or loss of any Goods after delivery of the Goods to common carrier, regardless of whether Masterack charges Buyer for freight or pays for freight. Buyer acknowledges that all such claims for damage, delay or loss caused by the carrier shall be made against the carrier only.
5. NON-DELIVERY. Any shipment date given is approximate and not a guarantee of a particular day of delivery. Seller shall not be liable for any non-delivery or delay in delivery of Goods (even if caused by Masterack's negligence). Masterack shall have the right to extend the date of delivery after any period of delay and Buyer shall accept delivery at the agreed to price when the cause for the delay is removed. Buyer shall have right to apportion its production among its customers in Masterack's sole discretion. Any liability of Masterack for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.
 6. TITLE AND RISK OF LOSS. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point.
 7. INSPECTION AND REJECTION OF NONCONFORMING GOODS.
 - a. Buyer shall inspect the Goods within ten (10) days after delivery of Goods as provided herein for any claim of a shortage or damage of Goods and before the Goods or any part of the Goods has been changed from its original condition or attached to a vehicle by Buyer ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Masterack in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Masterack. In the event, Buyer provides timely notice of Nonconforming Goods, Buyer shall hold the Goods and allow Masterack an opportunity to inspect the Goods. In no event shall Nonconforming Goods be returned to Masterack without its prior consent and approval. "Nonconforming Goods" means only the following:
 - i. product shipped is different than identified in Buyer's purchase order;
 - ii. product's label or packaging incorrectly identifies its contents, or
 - iii. there is a shortage.
 - b. If Buyer timely notifies Masterack of any Nonconforming Goods, Masterack shall, in its sole discretion,
 - i. replace such Nonconforming Goods with conforming Goods, or
 - ii. credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Masterack shall ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Buyer.
 - c. Buyer acknowledges and agrees that the remedies set forth in Section 7(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Masterack.
 8. PRICE.
 - a. Prices set forth on a Masterack quote shall remain firm if:
 - i. a quote is accepted in writing within ninety (90) days after the date set forth on the quote, and

- ii. Masterack receives the vehicle, and all customer supplied material (if any) required to produce the Goods, within ninety days (90) days after the date of acceptance of the quote.
 - b. If either of the foregoing two conditions are not timely met, then Masterack may adjust prices, and the final prices shall be those set forth in writing by Masterack as of the date Masterack has received the vehicles and all customer supplied material (if any). Notwithstanding the foregoing, Masterack reserves the right to increase the quoted prices based on inflationary cost increases as of the date of Masterack's receipt of the vehicles and all customer supplied material (if any). In the occurrence of Goods ordered without vehicles (i.e., flat-bed pick-ups/deliveries), Masterack reserves the right to increase the quoted prices based on increases in prices charged to Masterack by its suppliers anytime up to start of production of the Goods.
9. **PAYMENT TERMS.** In addition to the purchase price and surcharges for the Goods stated herein, Buyer shall pay to Masterack 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. Buyers with approved credit terms shall pay all invoiced amounts due to Masterack within thirty (30) days after the date of Masterack invoice, or other agreed upon payment terms. All other Buyers shall pay full balance prior to any work being completed by Masterack. Buyer shall make all payments hereunder by wire transfer, Automatic Clearing House (ACH), certified check or money order and in US dollars. Visa and MasterCard payments are accepted with credit approval, but a 5% surcharge shall be applied to orders paid by credit card. Buyer shall pay interest on all late payments. Interest on the outstanding balance will be charged at the rate of 1.5% per month, compounded monthly. If the charging, compounding or payment of such amount of interest is illegal under any applicable authority, interest will be charged, compounded and paid at the highest legal rate then in effect. Buyer shall reimburse Masterack for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Masterack does not waive by the exercise of any rights hereunder), Masterack shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Masterack, whether relating to Masterack's breach, bankruptcy or otherwise.
10. **WARRANTY.** Masterack will furnish a separate written Warranty Statement to Buyer at time of delivery. Masterack's responsibility for fulfillment of warranty will be limited to the express terms and conditions of this Warranty Statement.
 - a. 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 Masterack's agents do not constitute warranties, shall not be relied upon as such by Buyer, and are not part of this sales agreement. If Buyer experiences difficulties believed to be covered by Warranty, he should communicate with Masterack immediately. MASTERACK WILL NOT BE RESPONSIBLE FOR PAYMENT OF ANY CHARGES INCURRED BY 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 MASTERACK BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS WARRANTY.

11. **INDEMNITY**. Masterack adheres to U.S. Federal Motor Vehicle Safety Standards (FMVSS) in effect at time of upfit. Buyer/end-user is responsible for ensuring the vehicle, when operated, meets all applicable federal, state and local rules, regulations and statutes, including, but not limited to, those governing safety equipment, cargo securement, and accessories. While the Goods are in Buyer's care, custody, and control, Buyer shall indemnify, save harmless and defend Masterack 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 Buyer's modification of the Goods or Customer's failure to properly maintain or use the Goods pursuant to manufacturer's instructions as outlined in Masterack's or other component manufacturers' Owner's Manual(s).
12. **WAIVER**. No waiver by Masterack of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Masterack. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
13. **CONFIDENTIAL INFORMATION**. All non-public, confidential or proprietary information of Masterack, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Masterack to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Masterack in writing. Upon Masterack's request, Buyer shall promptly return all documents and other materials received from Masterack. Masterack shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is:
 - a. in the public domain;
 - b. known to Buyer at the time of disclosure; or
 - c. rightfully obtained by Buyer on a nonconfidential basis from a third party.
14. **ASSIGNMENT**. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Masterack. Any purported assignment or delegation in violation of this Section is null and void.
15. **RELATIONSHIP OF THE PARTIES**. 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.
16. **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.
17. **GOVERNING LAW**. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Georgia or

any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Georgia.

18. SUBMISSION TO JURISDICTION. Any legal suit, action or proceeding arising out of or relating to this Agreement may be instituted and shall be maintained only in the federal courts of the United States of America or the courts of the Commonwealth of Georgia in each case located in the City of Social Circle, County of Walton, Georgia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
19. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
20. SURVIVAL. Provisions of these Terms which, by their nature, should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidential Information, Governing Law, Submission to Jurisdiction and Survival.