

STANDARD TERMS AND CONDITIONS OF SALE **COMPONENT EXCHANGES AND REBUILDS**

1. AGREEMENT

The following terms and conditions shall apply to this agreement between Fox Chase Management, Inc. DBA **Irwin Car and Equipment** or any of its subsidiaries or affiliates (as identified on the face of Seller's acknowledgement or proposal) (SELLER) and its customer as identified on SELLER's acknowledgement (BUYER), as evidenced by BUYER's purchase order to SELLER and SELLER's acknowledgment of same to BUYER (collectively referred to herein as AGREEMENT and ORDER). Except as otherwise stated herein, no other terms shall be accepted or applicable to this ORDER. All other terms and conditions, including those of BUYER or BUYER's customer, are hereby expressly rejected; except for those on SELLER'S acknowledgement to the extent it defines the scope of supply, price and/ or quantity. No modifications to these terms shall be accepted unless specifically agreed to in writing and signed by an authorized representative of SELLER.

2. PRICE AND TERMS OF PAYMENT

The price and payment terms for the GOODS or SERVICES shall be as designated on SELLER's acknowledgment or proposal, except as otherwise stated herein. All deliveries of GOODS shall be made f.o.b. ex-works point of manufacture, freight collect, unless otherwise stated on SELLER's acknowledgement or proposal. All shipments outside the United States or Canada shall be made f.o.b. ex-works point of manufacture with normal inland surface freight prepaid to nearest port of exit, unless otherwise stated on SELLER's acknowledgment.

3. TAXES

All taxes and other charges levied by and local, state, or federal on the manufacture, sale, shipment, import, export of use of the goods is the sole responsibility of the BUYER. BUYER shall defend, indemnify and hold harmless SELLER from and against all liabilities for such taxes or charges including attorney's fees or costs incurred by SELLER in connection with this ORDER.

4. DELIVERY / FORCE MAJEURE / RISK OF LOSS

This AGREEMENT may not be canceled nor SELLER held responsible for any loss or damage arising from fire, strikes or labor troubles, governmental intervention, weather, acts of God or nature, raw materials shortages or any other act or force beyond the control of SELLER. All delivery dates as set forth on SELLER's acknowledgment or proposal refer to the completion of manufacture and availability for shipment of GOODS or completion of SERVICES and are SELLER's best estimate thereof and are subject to change. Title and risk of loss or damage to GOODS shall pass to BUYER upon delivery by SELLER to the f.o.b. point. SELLER shall have the right to make partial shipments of GOODS unless otherwise requested by BUYER and agreed to by SELLER in writing. In the event BUYER is unable to receive shipment of GOODS, SELLER will store same at BUYER's risk and expense. All costs associated with any delay occasioned by BUYER for SELLER's performance of SERVICES shall be for BUYER's account.

5. WARRANTY

SELLER warrants against defects on all GOODS of SELLER manufacture for a period of 120 days from date of shipment. SELLER'S obligation to repair or replace any defective GOODS during the warranty period shall be BUYER'S exclusive remedy and SELLER'S sole liability arising under this warranty or any warranty claim made by BUYER. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,**

INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER shall not be responsible for labor or other charges resulting from removal or reinstallation of defective GOODS or for charges for transportation, handling, shipping or travel.

6. CANCELLATION

This AGREEMENT may be canceled by BUYER only upon written consent of SELLER and upon payment of reasonable cancellation charges, which shall include all of SELLER'S applicable costs to date plus reasonable amount of profit.

7. PATENTS

SELLER shall INDEMNIFY buyer against liability and damages on claims based solely on infringement of any United States Letter Patent arising out of the manufacture or use of any of SELLER'S GOODS furnished, provided that BUYER promptly notifies SELLER of any such claim and gives SELLER ample opportunity to defend in its own behalf against such claim.

8. LIMITATION OF LIABILITY

Notwithstanding any provision in this Agreement or elsewhere to the contrary, (a) SELLER'S maximum liability at any time for any cause whatsoever shall not exceed the ORDER value price of the item, equipment, or service at issue and, (b) SELLER shall not be liable for any special, incidental, indirect or consequential damage of any nature, arising at any time, from any cause whatsoever, including loss of revenue or profit.

9. DRAWINGS / PROPRIETARY RIGHTS

All drawings made available by the SELLER to the BUYER are the property of the SELLER and shall not be copied or reproduced in any manner without the written consent of the SELLER.

10. APPLICABLE LAW

The rights and duties of both BUYER and SELLER shall be governed by the laws of the Commonwealth of Pennsylvania, U.S.A.

11. GENERAL PROVISIONS / ENTIRE AGREEMENT

Except as otherwise provided herein, this document shall constitute the entire agreement between BUYER and SELLER and can only be modified in writing signed on behalf of BUYER and SELLER by their duly authorized representatives. SELLER'S acceptance of BUYER'S purchase order is expressly made conditional on BUYER'S assent to SELLER'S terms and conditions as set forth herein and the rejection of any other terms. Acceptance by BUYER of GOODS or services shall constitute unequivocal acceptance of the terms and conditions contained herein. BUYER acknowledges the importance of these terms and conditions contained herein and understands the contractual obligations created thereby.

