

## GENERAL TRAILER PARTS LLC SALES INVOICE - ADDITIONAL TERMS & CONDITIONS

It is understood and agreed between the parties hereto that this sale is subject to the terms and conditions set forth below in addition to the terms on the face of the invoice.

1. Seller warrants the goods sold hereunder to be free from defects in materials and workmanship for a period of one year from the date of execution hereof; provided, however, that Seller's liability under such warranty shall be limited to the cost of repair or replacement, at Seller's option, of such defects; and provided further that Buyer notifies Seller in writing of such defects within one year of the date of execution hereof. Seller shall not be liable for any damages for breach of the aforementioned warranty except as specifically set forth above for the cost of repair or replacement of any such parts which are defective in materials or workmanship. Except as hereinabove provided, Seller makes no warranty of merchantability or fitness for any purpose, or any other warranty, either express or implied, as to the goods under this contract. There are no warranties which extend beyond the description on the face hereof.
2. The Buyer agrees by the execution of this contract that it has examined the goods sold hereby, or that it has had an opportunity to do so and has refused to do so. It is further agreed that there have been no descriptions, samples or models used or regarded as a part of this contract.
3. The parties hereto agree that this contract contains each and all of the terms of sale of the above-described goods. They agree that they have read this contract and fully understand and agree to the terms stated herein and that neither is relying upon any terms or conditions of sale or representations not set forth in this writing.
4. The parties hereto agree that each is a merchant acting in the ordinary course of their business in regard to this purchase and sale.
5. This sale is final and the terms of this contract are binding upon the parties hereto upon the execution hereof. Time is of the essence. The terms of this contract shall be governed by the laws of the State of Oregon. In the event of default on any payments due hereunder, Buyer shall pay Seller a delinquency charge of 2% per month on all delinquent sums for the date of default until paid in full. Should Buyer become delinquent in the payment of any sums due hereunder, or breach the provisions in paragraph 8 below, Seller may, at its option, declare all sums payable hereunder immediately due and owing and institute suit, action, or legal proceeding to collect the entire sum then due and owing including any late charges payable hereunder. Additionally, the Buyer agrees to be liable for all internal and external collection costs, including collection agency fees and attorney fees in connection with any delinquency placed for collection by the Seller.
6. The parties hereto agree that any waiver of any breach of any term by either party shall not be a waiver of any subsequent breach of the same term or waiver of the term itself.
7. Buyer agrees that should it assign any obligation hereunder, Buyer shall continue to be obligated until Seller agrees in writing to relieve Buyer of his obligation hereunder.
8. Buyer hereby grants to Seller a security interest in all goods sold hereunder until the entire purchase price hereunder is paid in full. Buyer shall keep such goods insured against fire damage or loss from any cause in an amount equal to the unpaid balance due hereunder with a licensed insurance company and with Seller as payee and beneficiary of any benefits payable under such policy of insurance to the extent of any balance payable hereunder. Buyer further agrees that, in the event Seller acquires a security interest in the good conveyed hereunder, Buyer shall maintain such goods free from all liens and encumbrances of any nature and pay all taxes accruing on such goods when due, until the balance due hereunder is paid in full.
9. Should Buyer default in payment of all or any part of the purchase price of the goods conveyed hereunder, or fail to comply with paragraph 8 above, Buyer hereby specifically agrees that Seller may, at its option, retake possession of such goods and foreclose its security interest in any manner provided by law to recover the unpaid balance due hereunder. Should Seller do so, Buyer specifically agrees to remain liable for any deficiency on the unpaid balance due Seller following such sale. If Seller elects not to retake possession of such goods, Buyer shall remain liable for the full balance hereunder.
10. Buyer recognizes and hereby acknowledges that he has a right to notice and also for a hearing prior to Seller's repossession of the goods conveyed hereunder in the event Buyer defaults on this agreement. With that in mind, should Seller, under paragraph 9 above, elect to foreclose its security interest. Buyer hereby waives its right to any notice and hearing prior to Seller's repossession of the goods conveyed hereunder. Buyer specifically consents that Seller may retake possession by any means not involving a breach of the peace, and that Seller may enter on any premises owned or controlled by Buyer for such purpose, and Buyer hereby waives any claim against Seller for doing so and any claim for either civil or criminal trespass. Buyer's waivers provided in this paragraph are made in consideration of Seller Buyer, whether Buyer is permitted to pay the purchase price other than by payment in full upon Buyer's receipt of the goods.
11. The goods sold hereby are conveyed free on board at Seller's place of business in Springfield, OR, and Buyer agrees to assume the cost of, and risk of loss in, shipment from Seller's place of business.
12. If Buyer is a corporation or partnership, the agent of Buyer who executes this contract, by his signature affixed hereto, warrants that he is an agent of Buyer duly authorized to execute this contract on behalf of Buyer.
13. The parties hereto agree that in the event of suit, action or legal proceeding is commenced by Seller to collect any monies due hereunder, the prevailing party in such suit, action or legal proceeding shall be entitled to, in addition to its costs, its reasonable attorney's fees incurred therein including those incurred on any appeal of such suit, action or legal proceeding.
14. This contract shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the parties hereto.
15. Buyer specifically waives any and all remedies against Seller, except for breach of warranty as set forth in paragraph 1 above, whether such remedy be in tort, contract or otherwise. Buyer also agrees to make no claim against Seller for negligence or defect in manufacture or design and further agrees to save Seller harmless from any claim for loss by any person arising out of the goods sold hereunder except for personal injury or property damage to property other than the goods sold hereunder. Buyer further agrees to make no claim against Seller under any circumstances for exemplary damages.