

STANDARD TERMS AND CONDITIONS

The terms "we", "our", "us", and "this company" refer to the company named in the heading on the face of this document. The terms "you", "your", and "customer" refer to the legal person (real, sole proprietorship, partnership, corporation, or otherwise) purchasing from us the merchandise or work identified on the face of this agreement. The term "property" refers to the vehicle, equipment or other property on which work is performed.

The only terms and conditions applicable to this agreement shall be those set forth below and on the face hereof. Any additional or different terms and conditions contained in any purchase order or acknowledgment from you shall be deemed objected to without further need of notice of objection and shall be of no effect nor under any circumstances binding upon us unless accepted by us in writing. Acceptance or rejection by us of any such additional or different terms and conditions shall not constitute an acceptance of any other additional or different terms and conditions.

DISCLAIMER OF WARRANTIES: The foregoing warranties are exclusive and in lieu of all other warranties either written, oral, or implied, including, but not limited to, any warranty or merchantability or fitness for any particular purpose. Ferox Fleet Services, Inc. shall not, under any circumstances, be liable for any special, incidental, or consequential damages, including, but not limited to, downtime, travel time, transport time, analysis, or any economic loss. The warranties set forth herein are the sole warranties made by Ferox Fleet Services, Inc. No agent or sales representative shall have the authority to modify the terms expressed herein.

DISCLAIMER OF WARRANTY FOR MERCHANDISE: Merchandise is sold AS IS. We make NO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED with respect to merchandise provided. The manufacturer's warranty, if any, is the sole warranty for the merchandise. We are not responsible for warranty on any merchandise provided by a customer.

WARRANTY FOR WORK: We warrant to you, until the expiration of 3 months or 25,000 miles, whichever comes first, following the last day work is performed that all work performed is performed in a good and workmanlike manner according to the manufacturer's shop manual. We make NO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED except the above warranty. Our warranty is void in the event of accident, abuse, neglect, improper maintenance, or unauthorized repairs and/or adjustment to the property. Your rights under our warranty cannot be assigned or transferred. Our liability shall be limited to repair by us, at our facility, of any work found by us to be defective and reported by you in writing as defective within the time period specified in this section. Warranty is void for installation of parts provided by customer.

TYPE OF AGREEMENT: We sell all merchandise and perform all work hereunder only for commercial purposes and you acknowledge that such merchandise and work are not normally used for personal, family or household purposes.

AUTHORIZATION: The person signing on behalf of the customer represents to us that he or she has the authority to enter into this agreement on behalf of the customer.

PERMISSION TO OPERATE AND RESPONSIBILITY: The Company and its agents are granted your permission to operate the property for the purpose of testing or inspection. We are not responsible for loss or damage to property as a result of fire, theft, or any other cause whatsoever other than intentional or willful acts of the company's employees.

ORDERS AND CONFIRMATIONS: Oral orders are accepted at the risk of the customer.

QUOTATIONS AND PRICES: Quotations made by this company or its employees are subject to change, to withdrawal without notice or to prior sale unless otherwise specifically stated in the quotation. Billing will be at prices in effect on the date we finish the work or sell merchandise.

LIMITATIONS OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR COMMERCIAL LOSSES OR FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Your remedies, as set forth herein, are exclusive, and our liability with respect to any contract or sale or anything done in connection herewith, whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the merchandise and work on which such liability is based.

CLAIM PERIOD: Unless a different claim period is permitted by this agreement, all claims against us shall be made within 30 days after the date of invoice.

MERCHANDISE RETURN: We reserve the right to refuse return of merchandise, or to make a change for handling if return is accepted. We will not accept the return of material without our consent and a copy of the invoice. Accepted returns of merchandise paid by check will be refunded upon bank clearance of the check.

TERMS OF PAYMENT: Open accounts shall be due and payable net upon vehicle pick up date. If in our judgment your financial condition at any time does not justify these terms of payment, we may require full or partial payment in advance. If the payments are not made by the due date, you must pay a late charge of 12% per month of the unpaid balance. A \$35.00 charge will be made for any check returned to us unpaid. Trucks left on premises for more than 24 hours after notification of work completion will be charged a \$25/night parking fee.

WAIVERS: No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision or of any breach thereof.

ATTORNEY FEES: If any action or other proceeding of any nature (including any collection matter, enforcement of lien rights or foreclosure rights for materials or services provided, contested matters, or adversary proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover reasonable fees of attorneys, paralegals, accountants and other experts, and all other fees, costs and expenses actually incurred in connection therewith, as expended by the party seeking enforcement in a non-litigated matter or foreclosure or collection matter, or as determined by the judge at trial or on appeal or review, or as determined by the arbitrator in any arbitration, in addition to all other amounts provided by law.

THE LIMIT ON COMMENCING LEGAL ACTION: It is agreed that you have half year (6 months) from the accrual of any cause of action to commence legal action arising from the purchase or use of any merchandise provided or work performed, or you shall be barred forever.

APPLICABLE LAW AND PROPER FORUM: All questions arising in connection with this agreement or the transaction contemplated herein shall be governed by the laws and conflict-of-law rules of the state in which our principle office is located. Any legal proceeding in connection herewith shall be instituted in a court of competent jurisdiction in the county of which our principle office is located.