
These terms and conditions (these “Terms”) apply to and are incorporated as a part of every Autocar, LLC (“Autocar”) Purchase Order, Supply Agreement, Pricing Agreement, Request for Proposal or Quotation or similar document issued or executed by Autocar (each, a “PO”). Except as provided in any executed long-term Supply Agreement, on the face of any PO or in any executed addendum to the PO, all terms and conditions on any document which are contrary to or inconsistent with these Terms are expressly rejected by Autocar and waived by the person to whom the PO is issued (“Supplier”). By accepting the PO and agreeing to ship the goods or services covered by the PO (the “Goods”), Supplier accepts and agrees to be bound by these Terms.

1. ALLOCATION: In the event Supplier is unable to fully supply the Goods to Autocar due to circumstances which require Supplier to allocate its shipment of the Goods between customers, Supplier will ensure that Supplier allocates the Goods to Autocar on at least a pro rata basis with Supplier’s other customers, based on prior purchases of the Goods.

2. ASSIGNMENT: Supplier may not subcontract, sublet, assign or delegate its obligations under the PO without Autocar’s prior written consent.

3. CERTIFICATE OF ORIGIN: Supplier will provide a Certificate of Origin for the Goods. If the Goods qualify for preferential treatment under the North American Free Trade Agreement (“NAFTA”), Supplier will provide to Autocar a NAFTA Certificate of Origin, United States Customs Form 434, as well as any additional documentation required to certify the origin of the Goods as required by United States customs law, NAFTA, or any other applicable treaty or agreement. Supplier will promptly reimburse Autocar for any amounts paid as a duty caused by Supplier’s failure to provide to Autocar a NAFTA Certificate of Origin as required by these Terms.

4. CHANGES: Autocar reserves the right at any time to make changes, or direct Supplier to make changes, to drawings and specifications of the Goods or to otherwise cancel or change the terms of the PO, and Supplier will promptly cancel such PO or make such changes.

5. CHARGE-BACK: Autocar will issue a charge-back for costs incurred as a result of Supplier non-compliance with delivery schedules, Autocar’s specifications, the PO or these Terms caused by Supplier (“Supplier Non-Compliance”). Time is of the essence with regard to the supply and delivery of the Goods. **Return of Goods:** If a Supplier Non-Compliance results in Autocar no longer needing the Goods, Autocar may cancel

the PO and/or return the Goods to Supplier, and Supplier will refund the amount paid by Autocar for the Goods plus any related costs incurred by Autocar. **Production Disruption or Downtime:** If a Supplier Non-Compliance results in production disruption or production downtime at Autocar, Supplier will pay Autocar’s direct and indirect costs associated with such disruption or downtime, including any labor involved in investigating the Supplier Non-Compliance. Repair/re-work will be charged at Autocar’s standardized labor rate (based on the regional rate of the service center or the applicable third-party rate). Autocar shall make reasonable efforts to mitigate damages in the event of any such disruption or downtime. **Expedited Delivery:** Supplier will pay for premium freight if necessary to comply with Autocar’s delivery schedules. Autocar may, in its sole discretion, invoice Supplier for the amounts authorized above, which invoice will be paid by Supplier within ten days of receipt, or Autocar may offset such amounts against any amounts due from Autocar to Supplier.

6. CONFIDENTIAL INFORMATION: Supplier will not use or disclose, or authorize anyone else to use or disclose, any of the terms of the PO or the existence of the PO, Autocar’s designs and production methods, assembly and sub-assembly procedures, financial, volume or pricing information or any other trade secret or confidential information relating to any aspect of the business of Autocar or its affiliates (collectively, “Confidential Information”) without the prior written consent of Autocar. Confidential Information will not include information which: (a) is or becomes publicly known through no wrongful act on Supplier’s part; (b) is known to Supplier prior to Supplier being notified of any potential confidentiality obligation restricting disclosure; (c) comes into Supplier’s possession without any obligation restricting disclosure; (d) is independently developed by Supplier without reference to or use of the Confidential

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Information; or (e) is disclosed pursuant to an order of a governmental or judicial authority, after prior notice to Autocar and affording Autocar reasonable opportunity and cooperation to object to the disclosure or obtain a protective order, at Autocar's expense. The obligations under this Section shall survive for as long as the Confidential Information continues to constitute a trade secret or does not otherwise fall within an exclusion described above. Upon Autocar's request, Supplier will immediately destroy or deliver to Autocar all Confidential Information and all copies and embodiments thereof other than a back-up copy of archived files which shall remain under the obligations of this Section. .

7. CONFLICT MINERALS: Supplier shall comply with Conflict Minerals legal requirements. “Conflict Minerals” mean gold (Au), tantalum (Ta), tungsten (W), tin (Sn) and other materials deemed to be sourced from areas identified as conflict regions, including the Democratic Republic of the Congo (DRC) and Central Africa. Supplier represents and warrants that no Conflict Minerals that originated in the DRC or an adjoining country are present in any Goods. Supplier shall further assist Autocar with any requests for information, certifications, or other similar documents as Autocar may reasonably request to ensure the Goods’ and Supplier's compliance with these Terms.

8. DELIVERY: Autocar requires 100% on-time delivery. Deliveries will be made both in quantities and at times and locations specified in Autocar's delivery schedules, F.O.B. Autocar's designated facility, at which time title and risk of loss transfers to Autocar. Supplier will properly pack, mark, ship and sequence the Goods in accordance with Autocar's shipping guidelines set forth in Autocar's Quality Manual, which may be updated from time to time. Supplier shall reimburse Autocar for scheduling penalties or accessorial fees charged by a carrier relating to the actions or omissions of Supplier. Autocar will

not be required to make payment for Goods delivered to Autocar which are in excess of quantities specified in Autocar's firm order or PO. Autocar may apply a charge-back pursuant to Section 5 in the event of Supplier's breach of these Terms.

9. DUTY DRAWBACK RIGHT: Autocar's purchase of the Goods includes all related customs duty and import drawback rights, if any (including rights developed by substitution and rights which may be acquired from sub-suppliers) which Supplier can transfer to Autocar. Supplier will inform Autocar of the existence of any such rights and, upon request, supply such documentation as may be required to obtain such drawback rights.

10. FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION AND COMPLIANCE WITH LAWS: Shipment of the Goods constitutes certification that the Goods in such shipment conform with all applicable federal motor vehicle regulations and safety standards (FMVSS) and that all designs, specifications and quality control procedures and practices comply with FMVSS. The Goods will become part of an Autocar product covered by FMVSS, and in order to assure compliance with FMVSS, the Goods must be produced in accordance with Autocar's drawings and specifications and under strict quality control procedures and practices. Supplier will label all shipping containers requiring such labeling, whether individual or bulk, with the following wording: CONFORMS TO APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS. Supplier will provide the Goods in full compliance with all applicable international treaties or agreements, international, federal, state and local laws, orders and regulations, including without limitation applicable emissions regulations.

11. GLOBAL SOURCING; C-TPAT: Price quotations must be in US dollars and must provide the exchange rate and date of conversion

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from Supplier’s currency. Suppliers who import to the United States must participate in the worldwide supply chain security initiative, Customs-Trade Partnership Against Terrorism (C-TPAT).

12. GOVERNING LAW AND DISPUTE RESOLUTION: The PO will be construed according to the laws of the state in which Autocar’s principal place of business is located (currently, Indiana) (“PPB State”), without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this PO will be in the state and federal courts, as appropriate, located nearest to Autocar’s principal place of business. Supplier consents to the personal jurisdiction of, and venue in, those courts, submits to jurisdiction in the PPB State and waives any right to transfer the venue of any such action or proceeding. Prior to initiating any cause of action, the parties will promptly attempt in good faith to resolve any controversy, claim or dispute of any nature arising out of or relating to the PO by negotiating between executives or managers who have authority to settle such a dispute. The prevailing party in any litigation over such a dispute will be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys’ fees and costs incurred by such party in connection with such litigation.

13. INDEMNIFICATION: Supplier will indemnify, defend and hold harmless Autocar and Autocar’s affiliates, managers, members, officers, employees, agents, consultants, attorneys, representatives, successors and assigns (collectively, the “Autocar Indemnified Parties”) from and against any and all third-party actions, claims, demands, suits, liabilities, losses, direct or indirect damages, obligations, judgments, settlements, costs and other expenses (including attorneys’ fees, paralegals’ fees and legal expenses and court costs) incurred

or suffered by any Autocar Indemnified Parties which are related to or arise out of any actual or alleged (a) breach by Supplier of any representations, warranties, obligations or covenants of Supplier to Autocar under the PO, including, without limitation, the timely delivery of conforming Goods; (b) claim or finding that the Goods have caused or contributed to the death, injury or illness of any person or damage to any property to the extent not caused by Autocar; (c) the failure of Supplier to comply with and observe any applicable international, federal, state, local or other laws, orders, codes, regulations and ordinances which may be applicable to Supplier, Supplier’s business or the Goods, including federal motor vehicle regulations and safety standards (FMVSS); and (d) any product liability or tort claims relating to the Goods.

14. INSPECTION: Acceptance of the Goods will not occur until after Autocar’s inspection, testing, approval and opportunity for providing notice of non-conformance by Autocar at Autocar’s plant and may occur during assembly and after payment of the invoice. Autocar’s failure to state a particular defect upon any acceptance or rejection of the Goods will not preclude Autocar from relying on unstated defects to justify such rejection or from seeking recourse in the event of latent defects subsequent to acceptance. Autocar will have the right to enter Supplier’s facility at reasonable times to inspect the Goods, materials and any property of Autocar. No acceptance under this Section shall in any way limit or reduce all other remedies or damages that may be available to Autocar hereunder,

15. INSURANCE: Supplier will procure and maintain, with insurers reasonably acceptable to Autocar, the following types of insurance coverage: (a) workers’ compensation for statutory obligations imposed by workers’ compensation or occupational disease laws; (b) comprehensive general liability including

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products/completed operations liability insurance with a vendor’s endorsement (broad form) with a minimum coverage of \$2,000,000 general & products aggregate and \$1,000,000 per occurrence; (c) employer’s liability insurance for personal injury and property damage with a minimum liability coverage of \$1,000,000 (with such policy scheduled under the umbrella); (d) comprehensive automobile insurance for personal injury and property damage with a minimum liability coverage of \$1,000,000; and (e) excess/umbrella liability insurance coverage with a minimum coverage of \$10,000,000.

All policies must be primary and noncontributory. A waiver of subrogation shall be obtained by Supplier from its insurers and, consequently, Supplier, for itself and on behalf of its insurers, hereby waives and releases any and all right to claim or recover against Autocar, its owners, employees, officers, agents and representatives, for any loss of or damage such persons, Supplier, other persons, or any property required to be insured against by the provisions of these Terms or otherwise insured against by Supplier. Supplier will provide Autocar with a certificate of insurance for all policies of insurance required hereunder, stating that the insurer will provide Autocar with not less than 30 days advance notice of any cancellation, non-renewal or material change in the insurance coverage and naming Autocar as an additional insured thereunder.

16. INVENTIONS AND INNOVATIONS

(a) Nothing in these Terms shall be deemed to grant to the Supplier any express or implied license or right to any patents (including without limitation registrations and applications, renewals and extensions therefor), utility models, copyrights, trade secrets, moral rights, author rights, design rights, “Know-How”, inventions, discoveries, ideas, techniques, technical information, procedures, manufacturing or other processes and software, design, trademarks (including

without limitation registrations and applications, divisional applications, renewals and extensions therefor), service marks, trade names, goodwill or other intellectual, industrial or intangible property of any nature arising under the law of the United States or any other state, country or jurisdiction (collectively, “Intellectual Property”) of Autocar. Supplier shall, however, be entitled to make use of the Intellectual Property rights belonging to Autocar to the extent necessary for Supplier’s performance under these Terms or a PO.

(b) Autocar shall be the exclusive owner of all Intellectual Property and Know-How including discoveries, inventions, technical information, procedures, manufacturing or other processes and software (referred to herein as “Intellectual Property Rights and Know-How”) and any derivative works relating to such Intellectual Property and Know-How developed by or, directly or indirectly, on behalf of the Supplier that (i) are related to the Goods, (ii) are developed or created in whole or in part using Autocar’s Confidential Information, or (iii) arise as a result of any work provided to Autocar under these Terms, as amended from time to time (Intellectual Property Rights and Know-How described in (i) and (ii) of this Section referred to herein as “Future Intellectual Property Rights and Know-How”).

(c) If the Goods include or utilize Autocar’s Intellectual Property Rights and Know-How (such Goods shall be referred to herein as “Autocar Goods”), Autocar shall be the exclusive owner of the specifications, designs, prototypes and prints of the Autocar Goods, and legal title to such items is and shall be immediately and fully assigned and transferred to Autocar whether or not the Supplier has received compensation. The assignment and transfer shall include all methods and forms of use and exploitation, including any and all new technology, and it shall not be limited in time or territory. Autocar may, in its sole discretion, change, alter, amend, add to, delete from and otherwise modify the design of the Autocar Goods,

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including but not limited to, any and all cuts, edits, rearrangements and other alterations, additions and deletions of the Autocar Goods and assign and transfer and license the Autocar Goods. Supplier shall take all actions and execute all documents as may be requested by Autocar to establish the foregoing.

(d) Supplier shall, and undertakes to procure that all of its directors, officers, employees and sub-contractors or other third parties involved in developing the Autocar Goods shall, at any time upon request and at no additional cost to Autocar, execute and deliver all such documents, forms and authorizations as may be required by the relevant registration authorities in the countries concerned, to enable Autocar to lodge an application and registration of Intellectual Property forming part of the Autocar Goods, including Intellectual Property Rights and Know-How, as well as assist Autocar in any legal proceedings against third parties. Supplier agrees that each such party shall designate Autocar as its power-of-attorney to sign any such documentation as required to fulfill the rights and obligations under this Section.

(e) Supplier shall not be entitled to use or sell the Autocar Goods in its future business without Autocar having granted the Supplier an explicit license in writing. Supplier may not use, directly or indirectly, other than for the furtherance of Autocar’s interests, the same or similar ideas, concepts or themes as those forming part of the Autocar Goods.

(f) For purposes of verifying the creation of Intellectual Property, the design and development performed by Supplier for Autocar under these Terms shall be well documented as per Autocar’s instructions.

(g) Supplier warrants to Autocar that all Goods (including every component of the Goods) do not and will not infringe, constitute a misappropriation or impairment of or otherwise cause damage to or interfere with Intellectual Property Rights and Know-How of any third party

anywhere in the world. Supplier agrees to hold harmless and indemnify Autocar and its directors, employees, agents, distributors, dealers and representatives in full from and against any and all direct and indirect claims, damages, losses, costs and expenses, including attorney’s fees, arising out of Supplier’s breach of the warranty set out in this Section. In the event of the institution of any infringement action by a third party against Autocar relating to the Products, Supplier shall cooperate in the defense as requested by Autocar, at Supplier’s expense. All costs (including damages and attorney’s fees) relating to judgments and settlements resulting from such action shall be paid by the Supplier.

(h) Supplier shall defend any action or proceeding instituted involving any Future Intellectual Property Rights and Know-How defined in (b) above, including those involving interference, re-issue, re-examination, revocation, invalidity, or unenforceability of any patents or denial of issuance thereof (“Action of Defense”). Autocar shall have the right but not the obligation to (i) be represented by advisory counsel in such Action of Defense at Supplier’s expense, or (ii) intervene and assume sole control of the Action of Defense at Supplier’s expense. Supplier shall render all assistance requested by Autocar and issue all necessary documents to enable Autocar to perform its rights as set out in (i) and (ii). In the event that Supplier does not bring appropriate Action of Defense to be decided by Autocar in Autocar’s sole discretion, Autocar shall be entitled to institute such Action of Defense as Autocar deems appropriate, in which case Supplier shall bear all costs and expenses and render all assistance requested by Autocar and issue all necessary documents to enable Autocar to institute such action.

(i) Subject to (a), nothing in these Terms shall be deemed to grant to Supplier any express or implied license or right to any intellectual property or know-how of Autocar.

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17. INVOICING: Supplier will issue and send to Autocar invoices upon shipment of the Goods in accordance with Autocar’s delivery schedules. Payment of an invoice will not constitute acceptance. Supplier will not issue an invoice prior to the date the Goods to which such invoice relates are shipped. Time for payment will not begin until invoices are correct and complete, and Supplier’s cash discount privileges to Autocar will be extended until such time as payment is due. Autocar may, in its sole discretion, offset against the amount due under an invoice any amounts due from Supplier to Autocar.

18. NON-CONFORMING PARTS: “Non-Conforming Products” are Goods which are determined by Autocar prior to delivery of the finished product to the end user to be not in compliance with the Warranty (as defined elsewhere in these Terms), Autocar’s specifications or any applicable local, state or federal law or regulation. Autocar may, at its option, without limitation or exclusion of any other right or remedy, either (a) return the Non-Conforming Products for a full refund and reimbursement of shipping costs, or (b) provide notice of the Non-Conforming Products to Supplier, in which case, Supplier will, at Autocar’s option, either (i) pay to Autocar a labor allowance to repair or replace the Non-Conforming Products at Autocar’s standardized labor rate (based on the regional rate of the service center or the applicable third-party rate), plus all incidental costs incurred by Autocar, including freight for return to and redelivery from Supplier, or (ii) promptly repair or replace the Non-Conforming Products at Supplier’s cost and expense, including freight for return to and redelivery from Supplier. Autocar may, in its sole discretion, invoice Supplier for the amounts authorized above, which invoice will be paid by Supplier within ten days of receipt, or Autocar may offset such amounts against any amounts due from

Autocar to Supplier. Supplier will comply with the return procedure and other obligations for Non-Conforming Products set forth in Autocar’s Quality Manual. Autocar may apply a charge-back pursuant to Section 5 in the event of Supplier’s breach of these Terms.

19. NON-SOLICITATION: So long as Autocar is regularly purchasing the Goods from Supplier and for a period of twelve (12) months thereafter, Supplier will not, and will not permit any of Supplier’s affiliates to, directly or indirectly, (a) take any action which would have the effect of interfering with Autocar’s relationships with its employees, including without limitation, any efforts to hire, recruit or otherwise solicit or induce any employee or independent contractor to terminate its employment or other arrangement with Autocar (or its affiliates) to join a person or entity that provides the same or similar products or services as Autocar provides (on or before the date of termination of these Terms or (b), take any action that would interfere with the business relationships between Autocar (or its affiliates) and any independent contractor, customer or supplier of Autocar or its affiliates. Supplier acknowledges and agrees that the restrictions set forth in this section are reasonable in terms of duration and scope and that, in addition to any other remedy, such restrictions may be enforced by injunction proceedings (without the necessity of posting bond) to preserve the status quo, restrain a violation thereof and to compel specific performance with respect thereto, whether or not these Terms have terminated.

20. PRICE: Supplier will furnish the Goods at the prices set forth on the face of or attachment to the PO. If prices are not so stated, then the prices of the Goods will be the lower of the last prices invoiced or quoted to Autocar in writing. The prices represent the total amount per item that Autocar will be obligated to pay and are inclusive of all applicable taxes and charges for boxing, packing, loading, unloading, cartage and

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storage. The prices will not be dependent upon delivery location, and Supplier will accommodate Autocar’s reasonable requests for delivery of the Goods to alternative locations.

21. PUBLICITY/MARKETING: Supplier will not use Autocar’s name for promotional or advertising purposes without Autocar’s express prior written consent and without Autocar’s express prior written approval of the method and content of such use.

22. RECALL: If for any reason Autocar trucks containing the Goods are recalled (whether voluntarily or involuntarily), or Autocar takes any action with regard to Autocar trucks containing the Goods which, in Autocar’s reasonable discretion, is necessary or advisable to prevent or mitigate any risk to human health, safety, property damage or damage to the business or reputation of Autocar, and such recall or other action relates to the Goods, Supplier will bear and reimburse Autocar for all costs and expenses relating thereto, including, but not limited to, the costs and expenses of notifying customers, customer refunds, repairing or returning parts, lost profits, labor charges, handling expenses, costs of replacement (regardless of where procured) and any costs or expenses incurred to satisfy obligations to third parties and pursuant to applicable laws, including attorneys’ fees and costs. Autocar may, in its sole discretion, invoice Supplier for the amounts authorized above, which invoice will be paid by Supplier within ten days of receipt, or Autocar may offset such amounts against any amounts due from Autocar to Supplier. Autocar may apply a charge-back pursuant to Section 5 in the event of Supplier’s breach of these Terms.

23. RELATIONSHIP: Autocar and Supplier are independent contracting parties, and nothing herein makes either party the agent, joint employer or legal representative of the other for any purpose, nor does it grant either party any

authority to assume or create any obligation on behalf of or in the name of the other party.

24. REMEDIES/DAMAGES: The rights and remedies reserved herein will be cumulative and in addition to all other rights and remedies provided at law or in equity. All remedies will survive the termination of the PO. EXCEPT AS SPECIFICALLY PROVIDED IN THE PO OR IN THESE TERMS, WHICH EXCEPTIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, SECTIONS 5, 6, 8, 10, 13, 15, 16, 18, 19, 21, 22, 31 AND 33 NEITHER AUTOCAR NOR SUPPLIER WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT MAY IN ANY WAY BE RELATED TO THE PO.

25. SERVICE PARTS: Upon Autocar’s request, Supplier will provide the Goods as service parts. Supplier will provide such service parts only to Autocar or other parties designated or authorized by Autocar. Supplier will furnish the Goods as service parts at the same prices as the prices for the Goods, plus the cost to package and ship the service parts, as applicable. In the event Autocar notifies Supplier of a customer with a unit down, Supplier will rush delivery of service parts. Supplier will comply with additional requirements for service parts set forth in Autocar’s Quality Manual.

26. SEVERABILITY: If a provision of the PO or these Terms is held invalid under applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect.

27. SUPPLIER FINANCIAL CONDITION: It is imperative that Autocar has as much advance notice as possible in the event of Supplier’s inability to provide the Goods or general financial instability. Supplier will notify Autocar within ten days of any default or event of default in Supplier’s performance or observance of any

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term, covenant, condition or agreement contained in any of Supplier’s loan documents or other material agreements, if such default continues beyond any applicable grace period. Supplier will keep adequate records and books of account with respect to its business activities and will upon request furnish to Autocar copies of Supplier’s current quarterly and annual financial statements.

28. SURVIVAL: The rights and obligations of the parties set forth in Sections 5, 6, 9, 10, 12, 13, 16, 18, 19, 21, 22, 24, 28, 29, 30, and 33 of these Terms, as well as any right or obligation of the parties in these Terms which, by its express terms or nature and context is *intended to survive termination* or expiration of the PO, will survive any such termination or expiration.

29. TERMINATION: Autocar may terminate all or part of the PO at any time by giving written notice to Supplier. In the event of any termination of the PO, the parties will cooperate with one another to wind down and/or transition the supply to the Goods to an alternative supplier.

30. TOOLS: All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Autocar either directly or indirectly to Supplier for use in connection with the Goods, or for which Supplier has been reimbursed by Autocar (collectively, the “Tools”), will be and remain the property of Autocar. Supplier will bear the risk of loss of and damage to the Tools. Supplier will comply with the tooling provisions set forth in Autocar’s Quality Manual.

31. VERIFICATION: Supplier will keep accurate books and records reflecting all obligations arising out of these Terms and the PO. Upon Autocar’s request, Supplier will provide Autocar access to those specific portions of Supplier’s books and records relating to these Terms and the PO for the purpose of verifying compliance therewith. Autocar may, in its sole

discretion, invoice Supplier for any amounts determined during such review to be owed to Autocar, which invoice will be paid by Supplier within ten days of receipt, or Autocar may credit or offset such amounts against any amounts due from Autocar to Supplier. Autocar will bear the expense of such review unless such review reveals a breach of these Terms or the PO in excess of \$1,000, in which case in addition to all other remedies that may be available to Autocar hereunder, Supplier will pay all costs and expenses of such review (including reasonable fees and expenses of third party auditors and reasonable related legal fees and expenses).

32. WAIVER: Unless otherwise agreed in a signed writing, Autocar’s failure at any time to require performance or address a breach by Supplier of any provision will in no way affect Autocar’s right to require such performance or constitute a waiver of any succeeding breach of the same or any other provision.

33. WARRANTY: Supplier expressly warrants to Autocar and Autocar’s customers that during the three-year period commencing on the date that the Autocar truck on which the Goods are installed is placed in service by the end user, (or as otherwise agreed by Autocar and the end user) (the “Warranty Period”), the Goods will: (a) conform to Autocar’s specifications, quality control standards, instructions, drawings, samples, descriptions and designs; (b) be merchantable; (c) not be defective in design, materials or workmanship; (d) be fit and sufficient for the particular purposes and uses intended by Autocar and its customers; (e) be new and made without any used or remanufactured materials; and (f) not be encumbered by any lien, security interest or other encumbrance (collectively, the “Warranty”). Supplier will reimburse Autocar for costs incurred relating to such warranty claims, including replacement Goods, a labor allowance to repair or replace the defective Goods at Autocar’s standardized labor rate (based on the

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regional rate of the service center or the applicable third-party rate), other field replacement costs and any incidental costs incurred by Autocar, including freight for return to and redelivery from Supplier of the defective and replacement Goods. In the event of a truck-down situation, Supplier will pay all expedited shipping costs to deliver the replacement Goods to the end customer as requested. Supplier will pay warranty claims by check or wire transfer as directed by Autocar, within ten days of Supplier’s receipt of such warranty claims, or Autocar may, in its sole discretion, offset such amounts against any amounts due from Autocar to Supplier. Supplier will establish and maintain quality and control procedures necessary to ensure efficient and proper handling of Autocar’s warranty claims. For all emissions system parts and components, Supplier will comply with all federal and state emissions compliance and control standards and the Emissions System Components Warranty set forth in Autocar’s Quality Manual. Autocar may apply a charge-back pursuant to Section 5 in the event of Supplier’s breach of these Terms.