



INVOICE TERMS AND CONDITIONS OF SALE

The following terms and conditions, together with any additional provisions stated on the reverse side of this invoice and any or all parts of the quotation package to customer, represent the complete and exclusive agreement between AUTOMOTIVE INDUSTRIAL MARKETING CORP. and/or Eagle Industries, Inc. (hereinafter "AIMCO/EAGLE") and its customer (hereinafter "Buyer") for the purchase of Products, materials and goods described on the reverse side of this invoice (hereinafter called "goods"). Any purchase order issued by Buyer, heretofore, hereafter, or contemporaneous herewith, which is inconsistent with the provisions of this contract, is superseded hereby. Buyer hereby acknowledges that the terms and conditions herein contained are the sole terms and conditions under which Buyer offers to purchase the goods described hereon from AIMCO/EAGLE, and, if accepted by AIMCO/EAGLE, the terms and conditions herein shall constitute the entire and sole agreement between Buyer and AIMCO/EAGLE, which terms and conditions may be modified and/or amended only in writing signed both by Buyer and by AIMCO/EAGLE.

1. **Billing:** Non-Cancellation of orders for AIMCO/EAGLE Products. All shipments to Buyer will be billed at AIMCO/EAGLE's quoted price except as otherwise provided herein. Buyer's order is subject to AIMCO/EAGLE being able to procure necessary goods and materials. Buyer acknowledges and agrees that since certain AIMCO/EAGLE suppliers do not allow AIMCO/EAGLE to cancel orders, that Buyer's orders for AIMCO/EAGLE or EAGLE Products placed pursuant to this invoice cannot be cancelled except with AIMCO/EAGLE's written consent at AIMCO/EAGLE's sole discretion.
2. **Pricing; Shipping.** Unless otherwise specifically stated, all prices are quoted in U.S. dollars and will be invoiced, ex-works (E.X.W.). Portland, Oregon, or E.X.W. another shipping point as determined by AIMCO/EAGLE in its sole discretion, and do not include freight charges, federal, state or local sales, use or excise taxes, if any, which will be added to the invoice, where applicable. AIMCO/EAGLE will not be responsible for risk of loss or damage to the goods after delivery to its carrier. Except with respect to C.O.D. sales, title to the goods will pass to Buyer upon delivery to the carrier. Prices are subject to change without notice. As discounts vary between product groups, a discount code appears in our price list to assist you in determining cost.
3. **Method of Shipment.** Unless otherwise directed in writing by Buyer prior to shipping, the method of shipment will be selected by AIMCO/EAGLE. For all shipments, insurance will be obtained only at Buyer's written direction and expense.
4. **Delivery.** Any delivery dates specified in this invoice are based on AIMCO/EAGLE's best estimate of when delivery to the carrier can be made under the circumstances that exist on the date hereof; and Buyer agrees to excuse delays in delivery due to circumstances beyond the reasonable control of AIMCO/EAGLE. Unless otherwise agreed in writing, AIMCO/EAGLE reserves the right to make partial shipments.

Claims for shortage in quantity or for damage in shipment shall be deemed waived unless received in writing by AIMCO/EAGLE within thirty (30) days after delivery. AIMCO/EAGLE will not be liable for any loss or damage resulting from delays beyond its control, and in no case will AIMCO/EAGLE be liable for incidental, consequential or special damages, including but not limited to, lost profits or increased costs of Buyer's performance of its contract obligations, however caused.

5. **Inspection of Goods.** Acceptance. Buyer's receipt and possession of the goods constitutes its acknowledgment that it has accepted the goods, unless Buyer notifies AIMCO/EAGLE to the contrary, in writing, within ten (10) days of delivery of goods to Buyer. Buyer's use of the goods constitutes a full and complete acceptance of the goods. Buyer has an obligation to ascertain the correctness of the goods before any attempt is made to install it. Therefore, AIMCO/EAGLE will not accept return of, nor issue credit for, any incorrect goods which bears the appearance of having been installed, totally, or in part, nor will transportation expenses be allowed.
6. **Warranty and Limitation on Liability.** To determine specific warranty coverage on the product(s) sold hereunder, see the materials enclosed with your product or visit the Warranty section of our website at: www.aimco-global.com/terms-and-conditions.

AIMCO/Eagle disclaims all implied warranties, including without limitation the implied warranties of merchantability or fitness for a particular purpose. AIMCO/Eagle liability pursuant to warranty of the products covered hereunder is limited to refund of the purchase price. In no event shall AIMCO/Eagle be liable for costs of procurement of substitute goods by the buyer. In no event shall AIMCO/Eagle be liable for any special, consequential, incidental or other damages (including without limitation, loss of profit) whether or not AIMCO/Eagle has been advised of the possibility of such loss, however caused, whether by breach or repudiation of contract, breach of warranty, negligence or otherwise. This exclusion also includes any liability which may arise out of third party claims against buyer. The essential purpose of this provision is to limit the potential liability of AIMCO/Eagle arising out of this agreement and/or sale.

7. **Returns.** For product returns, please call AIMCO/EAGLE at 800-852-1368 and request an RMA (Return Merchandise Authorization) number. No returns will be accepted without first obtaining Return Authorization from AIMCO Corporate Headquarters. Any returns will be based on AIMCO's authorization and assessed a restocking charge determined by the appropriate distributor level. No returns will be accepted on non-stock, order-as-needed, special orders, discontinued items, engineered products, or blanket orders. Products shipped in error by AIMCO can be returned without penalty. Products ordered in error may be returned with a 20% restocking fee or stock rotated in accordance with the appropriate distributor level. Product must have been purchased within the last two years and be in new and unused condition. Product purchased under special promotion is subject to review for returns. Product purchased under special promotion may or may not be available for return or stock rotation. All returns must include a current inventory list with request. All non-warranty returns, excluding returns for repair, are subject to a 20% restocking charge. Please include the following information when requesting a RMA number to return product:
 - Serial number (if any) and description of Products to be returned; (cont.)
 - On Products returned for repair, your P.O. number with appropriate repair charge, as supplied by AIMCO/EAGLE [as appropriate, please note when return is AIMCO/EAGLE-approved non-charge warranty repair]

***Note –** All Products must be shipped freight pre-paid and the RMA should be clearly marked on the return packaging. The RMA is valid for 30 days after issue. All returns must receive a Return Merchandise Authorization number prior to shipment or they will be refused and returned at shipper's expense.

Non-warranty returns are not allowed on AIMCO/EAGLE or EAGLE parts, special orders or custom Products.

8. **Acceleration.** AIMCO/EAGLE reserves the right to accelerate the due date for any payment by Buyer under any contract with AIMCO/EAGLE and any other rights made available to creditors under applicable laws, including, without limitation, the right to retake possession of the goods or to stop goods in transit and demand payment before delivery.
9. **Customer Accounts.** Unless otherwise specified by AIMCO/Eagle, domestic invoices are due and payable within 30 days of invoice date; payments made within 20 days of invoice date may qualify for a 2% discount. Payment terms on international sales are established on a case-by-case basis. Prorated payments shall be due for partial shipments. Promptness of payments at the times they respectively fall due shall be considered as being of the essence of this contract, and failure or substantial delays in making any such payment shall constitute a material breach of this contract, entitling AIMCO/EAGLE, at its option, to any or all remedies for breach, including rescission of the entire contract. OVERDUE ACCOUNTS SHALL BE SUBJECT TO A SERVICE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) ON THE UNPAID BALANCE, OR THE MAXIMUM AMOUNT PERMITTED BY LAW, WHICHEVER IS GREATER, AND BUYER SHALL BE LIABLE FOR SUCH OTHER FEES AND COSTS AS ARE SET FORTH IN THE AIMCO/EAGLE CREDIT APPLICATION AGREEMENT. A 3% surcharge will be applied to all credit card transactions.
10. **Governing Law; Partial Invalidity.** This invoice, and any contract entered into between Buyer and AIMCO/EAGLE pursuant hereto, shall be governed by and construed in accordance with the laws of the State of Oregon. The Oregon State courts of Multnomah County, Oregon (or, if there is exclusive federal jurisdiction, the United States District Court for the Oregon) shall have exclusive jurisdiction and venue over any dispute arising out of this agreement and sale, and Buyer hereby consents to the jurisdiction of such courts. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or provisions or the remaining provisions hereof, unless such a construction would be unreasonable.
11. **Performance.** AIMCO/EAGLE shall not be liable for any loss, damages, or penalty resulting from delay in delivery when such delay is due to causes beyond the reasonable control of AIMCO/EAGLE, including but not limited to supplier delay, force majeure, act of God, labor unrest, flood, fire, explosion, or earthquake. In any such event, the delivery date shall be deemed extended for a period equal to the delay caused by the aforementioned events.
12. **Quotations Subject to Change.** All quotations are subject to change due to fluctuations in the price and/or availability of any material and/or labor charges. Quotations are based on manufacturing in one lot and one time of all quantity which has been quoted. In the event that partial shipments are made and/or the goods are manufactured in more than one lot, AIMCO/EAGLE reserves the right to adjust its price accordingly.
13. **Sales and Use Tax Obligations.** Prices are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes or duties now in force or enacted in the future. Any such tax, fee or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between AIMCO/EAGLE and the Buyer shall be paid by the Buyer in addition to the prices quoted or invoiced. In the event AIMCO/EAGLE is required to pay any such tax, fee, or a charge at the time of sale or thereafter Buyer does hereby indemnify, hold harmless and agree to defend AIMCO/EAGLE from and against any and all damages, liabilities, losses and expenses, including reasonable attorneys' and accountants' fees, incurred as a result of, in connection with or with respect to any such sales and/or use taxes (including any interest and penalties payable with respect thereto).
14. **Order of Precedence.** The terms and provisions hereof take precedence over any additional terms and provisions of Buyer. Acceptance of this invoice by AIMCO/EAGLE is expressly limited to these terms and conditions. None of these terms and conditions may be modified or otherwise altered except by a written instrument signed by an officer of AIMCO/EAGLE at its headquarters and delivered by AIMCO/EAGLE to the Buyer. AIMCO/EAGLE hereby objects to any terms and conditions that may be contained in any form issued by Buyer and notifies Buyer that they are hereby expressly rejected in their entirety. AIMCO/EAGLE's act of delivering goods to Buyer or any other similar act by AIMCO/EAGLE shall not be deemed an acceptance of such terms and conditions.
15. **Entire Agreement; Amendment and Waiver.** This invoice and all exhibits attached hereto and incorporated herein by this reference contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements or understandings between or among any of the parties hereto, whether written or oral. This invoice may be amended, modified and/or supplemented or any provision of this invoice may be waived only by the mutual written agreement of the parties hereto.
16. **Trial Tools.** Purchase orders for trial tools must be issued by Customer to AIMCO and will be invoiced by AIMCO upon shipment of tool. Trial tools must be returned in the condition they were originally shipped in, and freight prepaid to AIMCO under AIMCO-approved Return Merchandise Authorization (RMA) within thirty (30) days of receipt. Any loss or damage to the tool is the responsibility of buyer who agrees to reimburse AIMCO for reasonable reconditioning charges. Trial tools kept by buyer beyond thirty (30) days, or lost, shall be considered by AIMCO as sold to buyer and amounts owing for the same become immediately due and payable. Trial Tool Authorization Form must be complete and accompanied by purchase order, indicating the tool is for trial. Trial tools can only be ordered within Distributor-enrolled product categories.
17. **Indemnity.** Buyer shall indemnify, defend and hold AIMCO/Eagle and its officers, agents, employees and related companies (collectively, "indemnitees") harmless from any losses, costs, claims (including claims of buyer's employees, contractors and subcontractors), expenses (including attorney's fees and court costs), suits, actions, judgments, fines, penalties or damages of every nature and description (collectively, "losses") arising out of or resulting from the use of any goods sold by AIMCO/Eagle to buyer. To the extent permitted by applicable law, such losses shall include losses contributed to by the negligence or other legal fault of indemnitees, except for losses caused by the sole negligence or legal fault of indemnitees.