



PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

These terms and conditions (“Agreement”) apply to your purchase of products and/or services (“Product”) sold in the United States by American Truckboxes LLC, including its affiliates or subsidiaries (collectively referred to as “American Truckboxes”). By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement.

1. OTHER DOCUMENTS. This Agreement may NOT be altered, supplemented or amended by the use of any other document unless otherwise agreed to in a written agreement signed by both you and American Truckboxes.

2. PAYMENT TERMS. Unless otherwise specified by American Truckboxes, those with approved credit accounts, terms are net thirty (30) days from date of American Truckboxes’ invoice in U.S. currency. A cash discount of two percent (2%) is allowed if the invoice is paid within ten (10) days of the invoice date. For those orders that are purchased for the web page, with a non-approved credit account, payment needs to be made before orders will be shipped. American Truckboxes reserves the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with you in the event you fail to make any payment when due, which other agreements you and American Truckboxes hereby amend accordingly. You shall be liable for all expenses, including attorney fees, relating to the collection of past-due amounts. If any payment owed to American Truckboxes is not paid when due, it shall bear interest at a rate equal to eighteen percent (18%) per annum from the date on which it is due until it is paid. Should your financial responsibility become unsatisfactory to American Truckboxes, cash payments or security satisfactory to American Truckboxes may be required by American Truckboxes for future deliveries and for the Product theretofore delivered. If such cash payment or security is not provided, in addition to American Truckboxes’ other rights and remedies, American Truckboxes may discontinue deliveries.

3. PRICE. Price for Product, whether specified in American Truckboxes’ price list, web page or schedule, acknowledgment or written quotation, are subject to change without notice. Such prices shall be adjusted to reflect American Truckboxes’ prices for Product as in effect at the time of requested shipment date, and each shipment will be invoiced at such price. All prices are exclusive of taxes, and insurance, which are to be borne by you. American Truckboxes will not accept orders for Product to be shipped on a consignment or guaranteed sale basis. American Truckboxes is not responsible for pricing, typographical or other errors in any offer by American Truckboxes and reserves the right to cancel any orders resulting from such errors.

4. SHIPPING CHARGES/RISK OF LOSS/TAXES/FREIGHT CHARGES. Shipments are made FOB American Truckboxes shipping point. Risk of loss or damage and responsibility shall pass from American Truckboxes to you upon delivery to and receipt by carrier. Any claims for shortages or damages suffered in transit are the responsibility of you and shall be submitted by you directly to the carrier. Shortages or damages must be acknowledged and signed for at time of delivery. While American Truckboxes will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by American Truckboxes. All shipping dates are approximate and not guaranteed. American Truckboxes reserves the right to make partial shipments. American Truckboxes, at its option, shall not be bound to tender delivery of any Product for which you have not provided shipping instructions. If the shipment of the Product is postponed or delayed by you for any reason, you agree to reimburse American Truckboxes for any and all storage costs and other additional expenses resulting therefrom. Unless you provide American Truckboxes with a valid, correct tax exemption



certificate applicable to your purchase of Product and the Product shipped-to location, you are responsible for sales and other taxes associated with the order. Shipping dates are estimates only. American Truckboxes will pay freight charges to you or distributor locations, at the rates applicable on the date your purchase or order is accepted by American Truckboxes. In the event of an increase or decrease in freight charges, such change in freight charges will be for the account of you and appropriate adjustments will be included on the invoice for the Product. Regardless of order size, freight and other transportation charges incurred in connection with routing specified by you will be at your expense. A ten percent (10%) service charge will be added to the cost of Product for additional packaging and handling.

5. LIMITED WARRANTY. This LIMITED WARRANTY is made by American Truckboxes to the original retail purchaser of Product. AMERICAN TRUCKBOXES WARRANTS THAT THIS PRODUCT WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF NINETY (90) DAYS FROM DATE OF PURCHASE BY THE ORIGINAL RETAIL PURCHASER.

If you discover that the Product fails to fulfill the warranty before the warranty period, it is your responsibility to contact American Truckboxes to make arrangement for inspection of this Product. If American Truckboxes determines a defect exists, American Truckboxes shall, at its option and expense, repair or replace any defective parts. All warranty repairs shall be made by an authorized American Truckboxes product dealer or American Truckboxes approved serviceman. Any part or parts of the Product not manufactured by American Truckboxes are not warranted for any purpose. This warranty shall not apply if the American Truckboxes Product has been subject to abnormal service or handling, improper maintenance, misuse or alteration made by anyone other than American Truckboxes, or a product dealer of American Truckboxes, its approved service personnel or company.

THIS WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY TO THIS PURCHASE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

AMERICAN TRUCKBOXES SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING OUT OF ANY BREACH OF THIS WARRANTY, NOR SHALL THE DAMAGE EXCEED THE RETURNED AMOUNT OF THE PURCHASE PRICE PAID BY THE ORIGINAL PURCHASER.

This Warranty is in lieu of all other warranties, express or implied. No modification to this warranty policy shall be made by any personnel or party.

If, within thirty (30) days after your discovery of any warranty defects within the warranty period, you notify American Truckboxes thereof in writing, American Truckboxes shall, at its option, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the Product found by you to be defective. Failure by you to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of your claim for such defects. Products repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer. You assume all responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of the Product, either alone or in combination with other products/components.

6. RETURNED GOODS. Except as otherwise provided with respect to warranty defects in limited warranty, advance written permission to return Product must be obtained. Such Product must be an unused,



current, cataloged Product and must be shipped, transportation (freight) prepaid, to 15750 6th Street SE, Blanchard, North Dakota 58009. Returned made without proper written permission will not be accepted by American Truckboxes. Credit or exchange for such returned Product will be at the billing price or current price, whichever is lower, from which will be deducted an inspection and repacking charge (20% of the original value) and the cost of any reconditioning. American Truckboxes reserves the right to inspect Product prior to authorizing return.

7. CHANGED OR DISCONTINUED PRODUCT. American Truckboxes’ policy is one of ongoing update and revision. American Truckboxes may revise and discontinue Product at any time without notice to you, and this may affect information saved in your online “cart”. American Truckboxes will ship Product that has the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible.

8. NOT FOR RESALE OR EXPORT. You agree to apply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are purchasing for your own internal use only and not for resale or export. American Truckboxes has separate terms and conditions governing resale of Product by third parties.

9. LIMITATION OF REMEDY AND LIABILITY. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER PATENTS AND COPYRIGHTS) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5 AMERICAN TRUCKBOXES SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL AMERICAN TRUCKBOXES’ LIABILITY TO YOU AND/OR YOUR CUSTOMERS EXCEED THE PRICE PAID BY YOU FOR THE PRODUCT PROVIDED BY AMERICAN TRUCKBOXES GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. YOU AGREE THAT IN NO EVENT SHALL AMERICAN TRUCKBOXES’ LIABILITY TO YOU AND/OR YOUR CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term “consequential damages” shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by American Truckboxes with respect to the use of the Product is given without charge, and American Truckboxes assumes no obligations or liability for the advice given, or results obtained, all such advice being given and accepted at your risk.

10. PATENTS AND COPYRIGHTS. Subject to the limitations of the second paragraph of limitation of remedy and liability, American Truckboxes warrants that the Product sold, except as are made specifically for you according to your specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that you promptly notify American Truckboxes of any claim or suit involving you in which such infringement is alleged and cooperate fully with American Truckboxes and permit American Truckboxes to control completely the defense, settlement or compromise of any such allegation of infringement. American Truckboxes’ warranty as to use patents applies only to infringement arising solely out of the inherent operation according to American Truckboxes’ specifications and instructions of such Product, or of any combination of Product acquired from American Truckboxes in a system designed by American Truckboxes. In the event such Product is held to infringe such a U.S. patent or copyright in such suite, and the use of such Product is enjoined, or in the case of a compromise or settlement by American Truckboxes, American Truckboxes shall have the right, at its option and expense, to procure for you the right to

continue using such Product, or replace it with a noninfringing Product, or modify the same to become noninfringing, or grant you a credit for the depreciated value of such Product and accept return of it. In the event of the foregoing, American Truckboxes may also, at its option, cancel the agreement as to future deliveries of such Product, without liability.

11. EXCUSE OF PERFORMANCE. American Truckboxes shall not be liable for delays in performance or for nonperformance due to acts of God; your acts; war; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond American Truckboxes' reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by American Truckboxes upon notice to you in the event of any of the foregoing, but the balance of the Agreement shall otherwise remain unaffected as a result of the foregoing. If American Truckboxes determines that its ability to supply the total demand for the Product, or to obtain material used directly or indirectly in the manufacture of the Product, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, American Truckboxes may allocate its available supply of the Product or such material (without obligation to acquire other supplies of any such Product or material) among [itself and] its purchasers on such basis as American Truckboxes determines to be equitable without liability for any failure of performance which may result therefrom.

12. NUCLEAR. THE PRODUCT AND SERVICES SOLD HEREUNDER ARE NOT FOR USE IN ANY NUCLEAR AND RELATED APPLICATIONS. You accept the Product and services with the foregoing understanding, agree to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless American Truckboxes from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that American Truckboxes' liability is based on negligence or strict liability.

13. ASSIGNMENT. You shall not assign your rights or delegate your duties hereunder or any interest herein without the prior written consent of American Truckboxes, and any such assignment, without such consent, shall be void.

14. COMPLIANCE WITH CERTAIN LAWS. Subject to limitation of remedy and liability, the Product shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended and Executive Order 11246.

15. GOVERNING LAW. THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THEREUNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN YOU AND AMERICAN TRUCKBOXES ARISING FROM OR RELATING TO THIS AGREEMENT, ITS INTERPRETATION OR THE BREACH, TERMINATION OR VALIDITY THEREOF, THE RELATIONSHIPS WHICH RESULT FROM THIS AGREEMENT, AMERICAN TRUCKBOXES' ADVERTISING, OR ANY RELATED PURCHASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH DAKOTA WITHOUT REGARD TO CONFLICT OF LAW. BOTH PARTIES FURTHER AGREE THAT THE PROPER JURISDICTION/VENUE FOR ALL ACTIONS ARISING IN CONNECTION HEREWITH SHALL BE HELD IN THE STATE OF NORTH DAKOTA, TRAIL COUNTY.