



TERMS AND CONDITIONS OF SALE

1. DEFINITIONS.

For purposes of these Terms and Conditions of Sale, the following capitalized terms shall have the meanings set forth below. Defined terms may be used in the singular or plural, as the context requires.

"Agreement" means these Terms and Conditions of Sale, together with any (i) Quote issued by Seller and accepted by Buyer, whether such acceptance is express, implied, or evidenced by performance, and any written amendments thereto executed by an authorized officer of Seller; or (ii) invoice issued by Seller; or (iii) any other written sales document issued by Seller referencing these Terms.

"Buyer" means the purchaser of Products and/or Services from Seller, including without limitation truck dealers, independently owned fleets, and independent end users, together with their successors and permitted assigns.

"Confidential Information" means all information disclosed by or on behalf of Seller, whether before or after the date of any Quote, that is confidential, proprietary, or not generally known to the public, including without limitation pricing, cost data, designs, specifications, drawings, processes, trade secrets, technical information, business plans, customer information, and manufacturing know how.

"Manufacturer" means the original manufacturer of any Products distributed or resold by Seller.

"Products" means all goods, equipment, assemblies, components, parts, materials, and related items sold or distributed by Seller, whether manufactured by a Manufacturer or otherwise sourced by Seller, including over-the-counter parts.

"Quote" means any written quotation, proposal, estimate, or offer issued by Seller that references or incorporates these Terms.

"Seller" means Lufkin Sales, including its divisions, affiliates, successors, and permitted assigns.

"Services" means any labor, installation, upfitting, modification, configuration, repair, or other services performed by Seller in connection with the sale of Products.

"UCC" means the Uniform Commercial Code as adopted in the State of Texas.

Headings are for convenience only and shall not affect interpretation. The words *"including"* and *"includes"* shall be deemed to be followed by the phrase *"without limitation."*

2. ENTIRE AGREEMENT; ACCEPTANCE; REJECTION OF BUYER TERMS. This Agreement constitutes the complete, final, and exclusive statement of the terms governing the sale of Products and Services by Seller to Buyer and supersedes all prior or contemporaneous agreements, negotiations, understandings, representations, or communications, whether oral or written. Seller's issuance of a Quote constitutes an offer expressly

conditioned upon Buyer's acceptance of this Agreement in its entirety. Quotes must be accepted or rejected in full. Partial acceptance, conditional acceptance, or proposed modifications shall constitute a rejection and counteroffer. Seller expressly rejects, and objects to as material alterations under the UCC, any additional, different, or inconsistent terms contained in any purchase order, confirmation, acknowledgment, invoice, specification, electronic transmission, or other communication from Buyer, whether or not Seller specifically objects thereto. Unless Seller has executed a separate written agreement signed by an authorized officer, these Terms exclusively govern the transaction. Buyer accepts this Agreement by any of the following; signing a Quote, issuing a purchase order, authorizing Seller to proceed, accepting delivery of Products, picking up Products, allowing installation or performance of Services, or failing to object in writing prior to performance. Seller may provide these Terms as an attachment to a Quote and/or invoice and may also post them on its website, and such provision constitutes notice of and incorporation of these Terms and Conditions. No amendment, modification, waiver, or supplement shall be binding unless set forth in a written instrument signed by an authorized officer of Seller. No course of dealing, course of performance, or usage of trade shall modify or supplement this Agreement.

3. PRICES; TAXES; DELIVERY. Prices stated in any Quote are firm only for the period stated therein or, if no period is stated, for fourteen (14) calendar days from issuance. Quotes automatically expire thereafter. Unless expressly stated otherwise, prices exclude sales tax, use tax, excise tax, freight, insurance, delivery charges, and any other governmental charges, all of which shall be borne by Buyer. Products may be picked up by Buyer or delivered to Buyer as agreed. If Products are delivered, risk of loss and title pass to Buyer upon delivery to the carrier. If Products are picked up, risk of loss and title pass upon release to Buyer or Buyer's agent. Delivery dates are estimates only and are not guarantees. Seller shall not be liable for delays caused by events beyond its reasonable control, including supply chain interruptions, Manufacturer delays, transportation delays, labor disputes, governmental action, or force majeure events.

4. PAYMENT TERMS; CREDIT; COLLECTION. Unless otherwise agreed in writing by Seller, payment is due in full at the time Products are picked up or prior to delivery. Seller may, in its sole discretion, extend Net 30 payment terms to established customers with approved credit. Seller may modify, suspend, or revoke credit terms at any time. Amounts not paid when due shall accrue interest at the maximum rate permitted by law from the due date until paid. Buyer shall be responsible for all reasonable costs of collection, including attorneys' fees and court costs. Buyer waives any right of setoff or deduction. Disputes relating to one invoice shall not excuse payment of any other invoice. Credit card payments may be subject to a processing fee up to the maximum permitted by law.

5. INSPECTION; ACCEPTANCE. Buyer shall inspect Products promptly upon receipt and shall notify Seller in writing

of any alleged defect or nonconformity within five (5) business days. Failure to provide timely written notice constitutes acceptance of the Products and waiver of any claim that could have been discovered upon reasonable inspection..

6. LIMITED WARRANTY; DISCLAIMER.

Seller is a distributor and does not manufacture the Products it sells. All Products are sold subject solely to the applicable Manufacturer's warranty, if any. Seller hereby assigns to Buyer any transferable Manufacturer warranty to the extent permitted but makes no independent warranty with respect to the Products. Seller shall reasonably assist Buyer in processing Manufacturer warranty claims but shall have no responsibility for the performance of any Manufacturer warranty. Seller warrants only that Services performed directly by Seller shall be performed in a commercially reasonable and workmanlike manner for a period of ninety (90) days from completion. Seller's sole obligation for breach of the Services warranty shall be re-performance of the deficient Services.

Where Services include installation or upfitting of Products onto vehicles or other equipment, Buyer is responsible for ensuring compatibility of the Products with the intended application. Seller shall not be responsible for defects in Products supplied by Manufacturers or for issues arising from Buyer-provided equipment or materials. Seller shall not be responsible for modifications or alterations made by Buyer or third parties after completion of Services.

EXCEPT FOR THE EXPRESS SERVICES WARRANTY ABOVE AND ANY ASSIGNABLE MANUFACTURER WARRANTY, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

7. EXCLUSIVE REMEDY. Seller's total cumulative liability arising out of or relating to any Product or Service shall not exceed the amount paid by Buyer for the specific Product or Service giving rise to the claim. Seller shall not be liable for incidental, consequential, indirect, special, or punitive damages, including lost profits, loss of business, loss of use, or business interruption, regardless of the theory of liability and even if advised of the possibility of such damages. Any action against Seller must be commenced within one (1) year after the cause of action accrues.

8. INDEMNIFICATION. Buyer shall indemnify, defend, and hold harmless Seller and its officers, directors, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to Buyer's misuse, resale, modification, or improper use of the Products, Buyer's breach of this Agreement, or Buyer combination of Products with other equipment not supplied by Seller. Seller shall have the right to control the defense and settlement of any such claim.

9. LIMITATION OF LIABILITY. In no event shall Seller be liable for any incidental, consequential, indirect, special, or punitive damages, including lost profits, loss of business, or loss of goodwill, regardless of the theory of liability and even if Seller has been advised of the possibility of such damages. Seller's total

cumulative liability arising out of or relating to the Products, Services or this Agreement shall not exceed the amounts actually paid by Buyer for the specific Products or Services giving rise to the claim. Any action or proceeding against Seller must be commenced within one year after the cause of action accrues.

10. CONFIDENTIALITY. Buyer shall maintain the confidentiality of all nonpublic, proprietary, or confidential information disclosed by Seller and shall use such information solely for purposes of performing under this Agreement. Buyer shall not disclose such information to any third party without Seller's prior written consent. These confidentiality obligations shall survive termination or expiration of this Agreement indefinitely.

11. INSOLVENCY; TERMINATION. Seller may terminate this Agreement immediately upon written notice if Buyer becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it any bankruptcy or insolvency proceeding, or undergoes a change of control that Seller reasonably determines to be materially adverse to Seller's interests.

12. ASSIGNMENT. Buyer may not assign, delegate, or transfer this Agreement or any rights or obligations hereunder without Seller's prior written consent. Any attempted assignment or transfer in violation of this Article shall be null and void ab initio and of no force or effect.

13. GOVERNING LAW; VENUE. Any dispute, claim, or controversy arising out of or relating to these Terms, including any questions regarding its existence, validity, or termination, shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. The parties agree that the exclusive jurisdiction and venue for any legal action arising out of or relating to these Terms shall be the state or federal courts located in Harris County, Texas. Each party irrevocably submits to the personal jurisdiction of such courts and waives any objection based on improper venue or inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

14. SEVERABILITY; SURVIVAL. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permitted by law or judicially modified to reflect the parties' original intent, and the remaining provisions shall continue in full force and effect. The invalidity of any provision shall not impair the enforceability of any other provision or defeat the essential commercial purpose of this Agreement. All provisions that by their nature should survive termination or expiration shall so survive.