

ITW GLOBAL TIRE REPAIR TERMS AND CONDITIONS OF SALE

1. Acceptance. The following terms and conditions of sale are applicable to all sales of Products or Services, and all quotations, order acknowledgements, and invoices from ITW Global Tire Repair ("Seller") and to all Purchase Orders from Seller's customers ("Purchasers") and are the only terms and conditions applicable to the sale of Seller's Products or Services. Purchase Orders, if accepted by Seller, are accepted subject to the terms and conditions set forth herein. SELLER HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY PURCHASER, WHETHER OR NOT CONTAINED IN ANY OF PURCHASER'S BUSINESS FORMS OR IN PURCHASER'S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SHALL BE VOID AND OF NO EFFECT UNLESS IN A WRITING SPECIFICALLY AGREED TO BY SELLER SPECIFICALLY REFERRING TO AND AGREEING TO THE CHANGE. Purchaser's acceptance of Products or Services ("Products or Services") called for in said Purchase Order shall constitute its acceptance of the following terms and conditions of sale (these "Terms and Conditions"). Any changes to these terms and conditions must be in writing clearly identifying the change and signed by Seller.

2. Prices. Prices are in U.S. Dollars and are subject to change without notice. If a raw material, component, or service provider raises its prices, or imposes a surcharge on Seller, Seller reserves the right to increase prices and/or surcharge Purchaser and Purchaser agrees to accept such price increase or surcharge for the term of such price increase or surcharge or until the termination of the contract to which these terms and conditions apply is reached. Time of payment is of the essence. All orders are accepted subject to Seller's price in effect at time of shipment. WE DO NOT ALLOW ANTICIPATION FOR EARLY PAYMENT.

3. Terms of Payment. Unless otherwise expressly agreed to by Seller in writing, terms of payment are 30 days net from the date of Seller's invoice. Purchaser agrees to pay interest on overdue invoices at the rate of 1 ½ % per month, but not higher than the highest rate permitted by law. If Purchaser fails to make any payment as required, Purchaser agrees to indemnify Seller for all costs and expenses, including reasonable attorney fees, court costs, and associated expenses incurred by Seller.

4. Credit Approval. All shipments to be made hereunder shall at all times be subject to the approval of Seller's credit department.

5. Title / Risk of Loss / Delivery. Unless other arrangements are made in writing, Seller anticipates use of common carriers for transport of Products. All Products shall be shipped F.O.B. Seller's plant and shall become the property of Purchaser upon delivery to the carrier. Purchaser shall assume all risk and liability for loss, damage, or destruction, as well as the results of any use or misuse by third parties who may acquire or use the Products illicitly after the

delivery to the carrier. Unless mutually agreed upon, shipping dates are approximate and are based upon prompt receipt of all necessary information. Seller reserves the right to ship items in a single or multiple shipments.

6. Damage. Purchaser shall notify Seller and the delivering carrier within fifteen (15) business days from date of receipt of Products, of any damage or shortage, and afford Seller a reasonable opportunity to inspect the Products. Any loss occasioned by damage or shrinkage in transit will be for Purchaser's account and claims for such loss shall be made solely against the carrier.

7. Warranty. SELLER WARRANTS ONLY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER WILL CONFORM TO THE DESCRIPTION, IF ANY, ON THE FACE HEREOF AND WILL BE FREE FROM SUBSTANTIAL DEFECTS IN MATERIAL AND WORKMANSHIP. SELLER SHALL BE GIVEN A REASONABLE OPPORTUNITY TO INVESTIGATE ALL CLAIMS AND NO PRODUCTS SHALL BE RETURNED TO SELLER UNTIL AFTER INSPECTION AND APPROVAL BY SELLER AND RECEIPT BY PURCHASER OF A RETURN GOODS AUTHORIZATION (RGA). EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED WITH RESPECT TO ITS PRODUCTS OR SERVICES.

8. Return Goods Policy. Prior authorization is required for all returns. Only merchandise in unopened cartons and in resalable condition is eligible for return. Credit will be issued at original purchase price less a 15% handling charge.

9. Limitation of Liability and Remedies. SELLER SHALL NOT BE LIABLE, AND PURCHASER WAIVES ALL CLAIMS AGAINST SELLER, FOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON SELLER'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. SELLER WILL NOT BE LIABLE TO PURCHASER FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE HANDLING, STORAGE, TRANSPORTATION, RESALE, OR USE OF ITS PRODUCTS IN MANUFACTURING PROCESSES, OR IN COMBINATION WITH OTHER SUBSTANCES, OR OTHERWISE. IN NO EVENT WILL SELLER'S LIABILITY UNDER THESE TERMS AND CONDITIONS OR IN CONNECTION WITH THE SALE OF PRODUCTS BY SELLER EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS OR SERVICES AS TO WHICH THE CLAIM IS MADE.