

Sroka Advance Vehicles, Inc.
STANDARD TERMS AND CONDITIONS OF SALE

1. **CONTRACT AND ACCEPTANCE:** Unless otherwise specifically provided by separate written agreement duly signed by SROKA ADVANCE VEHICLES, INC. ("SAVI") the terms and conditions ("Agreement") specified below together with the conditions contained in any quotation, order, or acknowledgement from SAVI constitutes the entire agreement between SAVI and Purchaser as to this order and no other terms and conditions will be of any effect unless agreed to in writing by SAVI. Purchaser will be deemed to have assented to all such terms and conditions in any portion of the described goods will be accepted.

Upon Purchasers acceptance of any quotation of SAVI, by issuance of a purchase order or otherwise, Purchaser will be deemed to have agreed to all of the terms and conditions contained herein. Unless otherwise approved in writing, the acceptance of SAVI is expressly conditioned upon Purchaser accepting such terms and conditions; SAVI may also accept by commencement of performance. Terms and conditions contained in Purchasers order or related documents which are different from, in addition to, or which vary the terms and conditions stated herein, are expressly objected to by SAVI and will not be binding upon it, unless expressly agreed to in writing by SAVI.

SAVI reserves the right to accept or reject all orders received by it, and all orders may only be accepted at the offices of SAVI in Strongsville, Ohio.

2. **PRICES:** Price in effect at time of shipment will apply unless otherwise agreed to in writing by SAVI. All prices are quoted FOB Strongsville, Ohio.
3. **SPECIFICATIONS:** SAVI relies on specifications and other data furnished by the Purchaser or its agents in all phases of the work covered by this Agreement. Alterations to or changes in specifications, approval or samples, changes in delivery instructions and all other instructions must be submitted in writing to SAVI and may affect SAVI's price quote. SAVI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES CLAIMED BY PURCHASER AS A RESULT OF ALLEGED ERRORS IN CUSTOMERS SPECIFICATIONS.
4. **TAXES:** Invoiced amounts shown above for equipment or services do not include any sales or excise taxes. Applicable taxes are always billed as separate items.
5. **TERMS:** Unless otherwise specified in writing by SAVI, standard terms require a 25% deposit with the remaining balance paid net thirty (30) days from the date of shipment. A 2% discount is offered on the entire order if the remaining balance is paid in full net ten (10) days from the date of shipment. If the remaining balance is not paid in full net thirty (30) days from date of shipment, the balance will be subject to a 2% penalty charge on the price of the entire order net forty-five (45) days from the date of shipment, a 3% penalty charge on the price of the entire order net sixty (60) days from the date of shipment, and a 5% penalty charge on the price of the entire order and will be referred to a collections agency after sixty (60) days from the date of shipment.
6. **DELIVERY AND TITLE:** All quoted delivery dates stated by SAVI are approximate dates only and estimated in good faith to the best knowledge of SAVI. Shipments may be in installments or in single lot. Time will not be deemed to be of the essence in making delivery under Purchasers order unless specifically agreed to in writing by SAVI. No liability will result from delay in performance or from nonperformance of the Agreement. Unless otherwise specified in security agreements, title to the property passes to the Purchaser at the time and place of shipment. Purchaser assumes all risk of damage to or loss or destruction of said property in transit, and no loss, injury or destruction of said property shall release Purchaser from obligation to pay for that shipment.
7. **CANCELLATION:** Once accepted by SAVI, this order is not subjected to cancellation by Purchaser without the express written consent of SAVI. Any such cancellation will be subject to a cancellation charge of not less than 25% not as a penalty, but as the reasonable estimate of the damages which SAVI and the vendors of SAVI will suffer an account of the default of the Purchaser.
8. **RETURNS:** No goods are to be returned to SAVI without its prior written consent.
9. **WARRANTY:** Unless otherwise specified in writing, SAVI warrants products of its manufacture against defects in material and workmanship of a period of six (6) months or 1,000 operating hours, whichever occurs first. However, the frame, castings, and SCR drive controller are warranted to be free of defects in material and workmanship for a period of one (1) year or 2,000 hours, whichever occurs first. The warranty period is from the date of installation as specified on the Record of Installation form. Parts found to be defective during this warranty period will be replaced or repaired, providing that the replacement or repair is made by SAVI or its authorized dealer. Reasonable and customary labor charges are reimbursed during the first six (6) months or 1,000 hours coverage period, whichever occurs first. Wheels and tires are covered by the original manufacturer and are excluded from the warranty. **ALL WARRANTY CLAIMS MUST BE SUBMITTED TO SAVI WITHIN 10 DAYS OF THE COMPLETED WORK ORDER. SAVI HAS NO OBLIGATION TO PROVIDE WARRANTY OR SUPPORT SERVICES TO YOU OR YOUR CUSTOMERS UNTIL SAVI HAS RECEIVED FULL PAYMENT FOR THE PRODUCT THAT YOU PURCHASE.**

Upon installation of a SAVI product, Purchaser and the SAVI dealer will complete the Record of Installation form. This document certifies that the equipment purchased from SAVI is in sound operating condition and initiates the warranty. This form must be completed and returned to SAVI, signed by the SAVI dealer and a responsible official of the Purchaser within a period of thirty (30) days of the shipment date of the said product. FAILURE TO SUBMIT A PROPERLY COMPLETED RECORD OF INSTALLATION WILL VOID THE WARRANTY COVERAGE.

Freight expenses relating to returned or replacement parts covered under the warranty will be borne by the Purchaser.

SAVI recommends a planned maintenance program through your local Sroka Advance Vehicles dealer. An obvious lack of maintenance or any alteration made by the Purchaser to the equipment sold by SAVI will void the warranty.

There are no warranties that extend beyond the description of this warranty. Except as outlined herein, SAVI disclaims any warranty, expressed or implied, with respect to goods supplied by it. SAVI will not be responsible for any consequence, special, or contingent damage or expense, rising directly or indirectly from any defect in or use of defective goods.

10. **ADDITIONAL REMEDIES AND RESPONSIBILITIES:** SAVI RESERVES THE RIGHT TO DISCONTINUE OR OTHERWISE VOID ANY WARRANTY, SERVICE OR TECHNICAL SUPPORT IT OFFERS IN WHOLE OR IN PART IF YOU BREACH ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT OR IF YOU FAIL TO PAY AMOUNTS DUE FOR PRODUCTS YOU PURCHASE FROM SAVI. YOU SHALL BE SOLELY RESPONSIBLE FOR ALL REPRESENTATIONS OR OMISSIONS YOU MAKE TO YOUR CUSTOMERS INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION OR OMISSION YOU MAKE ABOUT PRODUCT WARRANTIES, FEATURES, PERFORMANCE, SUPPORT AND SERVICE. YOU WILL INFORM YOUR CUSTOMERS OF SAVI'S RIGHTS AND YOUR OBLIGATIONS UNDER THIS AGREEMENT.
11. **LIMITATION OF LIABILITY:** SAVI DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS, YOUR BREACH OF THIS AGREEMENT OR THE PROVISION OF SERVICES AND SUPPORT. SAVI WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ON OUR WEB SITE TO THE CONTRARY, SAVI IS NOT RESPONSIBLE FOR INFORMATION YOU PROVIDE TO US UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT OTHERWISE. YOU AGREE THAT FOR ANY LIABILITY ARISING FROM OR RELATED TO THE PURCHASE OF ANY PRODUCTS, SAVI IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT INVOICED BY SAVI FOR THE RESPECTIVE PRODUCTS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
12. **APPLICABLE LAW / VENUE:** THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN PURCHASER AND SAVI arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement, SAVI's advertising, or any related purchase SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. Purchaser and SAVI agree that any legal action taken with respect to the enforcement of the agreement will be venued in Cleveland, Ohio.
13. **LIMITATION FOR SUITS:** Any controversy or claim arising out of or relating to the Agreement, or breach thereof, must be commenced within one (1) year after the cause of occurrence.
14. **YOUR INDEMNITY TO SROKA ADVANCE VEHICLES:** To the fullest extent permitted by law, you will indemnify, defend and hold SAVI, including SAVI's partners, officers, directors, agents, employees, subsidiaries, affiliates, parents, successors and assigns, harmless from any claim, demand, cause of action, debt or liability (including reasonable attorneys fees, expenses and court costs) arising from: (a) your modification(s) of and/or addition(s) to Product(s); (b) your breach of this Agreement, (c) your omissions, misrepresentations, or negligence, and (d) the Products sold by you damage a third party to the extent such claim is based on (i) your modification of and/or addition to the Products, misuse or abuse of the Products, negligence or breach of any provision in this Agreement; (ii) your failure to abide by all applicable laws, rules, regulations and orders that affect the Products; (iii) your omission, misrepresentation, or negligence, or (iv) you or your end-users cause intentional harm to any person or property. Indemnified claims, debts and liabilities include the amount of any discount in price or concession that is made available by SAVI to you.
15. **WAIVERS:** The waiver by SAVI of any breach by Purchaser of any provision of the Terms and Conditions of Sale will not be deemed a waiver of future compliance therewith or with any other provision hereof, and such provisions, as well as all other provisions hereof, will remain in full force and effect.
- No course of conduct, nor any delay by SAVI in exercising any rights of SAVI hereunder, nor the acceptance of payment by SAVI with knowledge of default or breach will waive any rights of SAVI or modify these Terms and Conditions of Sale.
16. **ERRORS:** SAVI reserves the right to correct clerical or stenographic errors or omissions.