

Syracuse Trailer Sales Service Leasing, Inc. doing business as STS Trailer, Truck, and Equipment (the "Seller") and the purchasing entity or individual identified as the contact on the quote (the "Customer") hereby expressly agree to the terms and conditions below:

## Terms and Conditions

1. Payment Terms. Customer agrees to pay cash for the goods as delivery thereof is tendered unless an alternate form of settlement is indicated on the face of this order. At any time prior to settlement hereunder, Seller may, after reasonable notice to Customer, change the requirements for a cash deposit or change the method of settlement, which may include, without limitation, full payment in cash on delivery. If such action, in Seller's reasonable opinion, is required by changes in Customer's credit rating or Customer's ability to perform its obligations hereunder. If settlement is to be made by execution of a lease or an installment contract, Customer agrees to execute a binding instrument satisfactory to Seller according to terms on the face hereof, and regardless of the mode of settlement, agrees that unless and until such an instrument is executed, or payment in full is made, Seller is hereby granted a lien thereon, and shall have the rights of a chattel mortgagee with respect thereto, including the right to peaceably repossess upon default. Where permitted by law, Seller shall have the right to execute and file notice of a security interest on the Customer's behalf.
2. Late Payment Fees and Payment Default. Any amounts not paid within ten (10) days of the due date shall incur a late fee of 2% per month or the maximum rate allowed by law, whichever is less. If Customer fails to make payment within the agreed terms, Seller reserves the right to suspend further delivery of goods, and/or pursue legal action for recovery of outstanding amounts, including reasonable attorney's fees.
3. Taxes. Customer agrees to pay all taxes imposed by any taxing authority as a result of this transaction, or of the manufacture, sale, ownership, or use of the goods described herein, or upon the receipts or earnings therefrom, except net income taxes levied on Seller.
4. Force Majeure (Acts of God). Seller may, at any time prior to delivery of the goods and execution of a lease or installment contract, if applicable, discontinue its performance if Seller's performance hereof is, in whole or in part, prevented or hindered by any cause whatsoever beyond Seller's reasonable control, including but not limited to natural disasters, labor disputes, supply chain interruptions, or governmental actions.
5. Trade-In and Credit. The purchase price of goods shown as trades shall be credited to Customer when the same are received by Seller, less any sums necessary to restore them to the condition they were in when appraised by Seller, and less a reasonable rental for every day any trade remains undelivered to Seller after delivery of the replacement unit or units ordered hereunder. Any amount paid by Seller in respect of trades prior to respect thereof shall be deemed to be a loan to Customer and Seller has a security interest in said trades to secure a said loan, which may be repaid only by delivery of said trades to Seller after acceptance of all new units ordered hereunder as the same are tendered for delivery, or by repayment in full in cash. If Seller has received any trades prior to the completion of this order and this order is not completed for any reason, Seller may return said trades to Customer and recover any amounts paid for them together with the reasonable value of

any repairs performed on them, or Seller may retain the trades and credit Customer for their actual value as determined by Seller.

6. Customer Representation. By signing this order, Customer represents to Seller that Customer is not insolvent as that term is defined by the Uniform Commercial Code.
7. Customer's Duty to Provide Accurate Information. Customer represents and warrants that all information provided to Seller, including but not limited to billing and shipping information, is accurate and complete. If any inaccuracies or omissions are discovered, Seller may adjust pricing or cancel the order without liability.
8. Risk of Loss. The risk of loss of any goods ordered hereunder shall pass to Customer when Seller tenders delivery thereof to Customer or any representative of Customer, including but not limited to any carrier, bailee, agent, spouse, or employee of Customer, or in any manner specified by Customer.
9. Delivery and Liability; Delivery Delays. Seller will use all reasonable means to deliver on the date wanted as shown on the face hereof, but it is hereby agreed that Seller shall have no liability for any loss or damage arising out of any later delivery. Seller shall not be liable for any delays in delivery for any reason. Customer acknowledges that delivery dates are estimates only and that Seller shall not be held responsible for any loss or damage caused by delivery delays.
10. Transportation and Freight. Unless otherwise specified herein, the price of goods ordered hereunder is F.O.B. point of manufacture and any transportation beyond this point is for the Customer's account.
11. Price Adjustments. In the event Seller is required to make changes in or additions to the goods by applicable law or due to unforeseen circumstances prior to delivery thereof, including but not limited to changes in material costs, labor, transportation, tariffs, taxes, import/export duties, or any other cost increases beyond Seller's reasonable control, the price of the goods shall be adjusted accordingly. Such price adjustments may include, but are not limited to, increases in manufacturing costs, shipping costs, or any other direct or indirect costs attributable to changes in market conditions, government regulations, or unforeseen events. Seller shall notify Customer of any such price adjustments promptly, and Customer agrees to pay any adjusted price prior to delivery.
12. Change Orders and Additions. Any additional equipment or options added beyond those quoted above will result in additional charges. Written confirmation is required for ALL change orders.
13. Amendment and Modification. It is understood and agreed that this order embodies the complete understanding of Seller and Customer relative to this order and that the terms and conditions hereof may not be revised or modified in any way except by a written instrument specifically purporting so to do signed by Customer and a corporate officer of Seller. Without limiting the generality of the foregoing, it is specifically agreed hereby that the issuance and acknowledgment of purchase orders and other forms and communication between Customer and Seller shall have no effect whatsoever on the terms and conditions set forth herein. Notwithstanding the foregoing, Seller reserves the right to amend these terms and conditions at any time, provided that any amendments

will not affect any agreements in effect at the time of amendment unless mutually agreed in writing.

14. No Implied Warranties; Manufacturer's Warranty. Seller makes no representations or warranties except as explicitly stated in writing. All implied warranties, including warranties of merchantability and fitness for a particular purpose, are hereby disclaimed. Any warranties on goods are limited to the applicable period stipulated by the applicable manufacturer and only apply if the goods are used in accordance with the manufacturer's instructions.
15. Intellectual Property Rights. The Customer acknowledges that any intellectual property rights, including patents, trademarks, and copyrights, associated with the goods remain the property of Seller or its licensors or vendors. Customer is not authorized to use or reproduce such intellectual property without express written consent.
16. Inspection and Acceptance. Customer shall inspect the goods immediately upon delivery and notify the Seller in writing of any defects or discrepancies within ten (10) days. Failure to notify within this period will be deemed acceptance of the goods as delivered.
17. Limitation of Liability. Seller and Customer agree that the Seller shall have no liability for any cargo loss, loss of use, or any other incidental or consequential damages arising out of this order or which are alleged to have been caused by any of the goods delivered hereunder. Customer and Seller further agree that Customer's sole remedy for any defects in new goods delivered hereunder, whether Customer's claim arises under the warranty set forth by the manufacturer, shall be limited to the first purchase of any defective goods of which notice of the defect is given by the customer to seller immediately after such defect is or ought to have been discovered and which goods are returned to seller within ten (10) days after Seller requests their return for inspection and/or repair or replacement. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM THE TRANSACTION, INCLUDING LOST PROFITS. SELLER'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE GOODS UNDER THIS AGREEMENT.
18. Indemnification. Customer agrees to indemnify, defend, and hold harmless the Seller against any claims, damages, liabilities, or expenses (including attorney's fees) arising from Customer's misuse of the goods or failure to comply with applicable laws.
19. Right to Terminate. Seller reserves the right to terminate this agreement or any unfulfilled orders if Customer fails to meet any of its obligations, including but not limited to non-payment, failure to provide requested documentation, or refusal to accept price adjustments. Upon termination, Seller may retain any deposits or payments made by the Customer as liquidated damages, and any goods already delivered shall be returned at Customer's expense.
20. No Assignment. Customer may not assign or transfer this agreement, in whole or in part, without the prior written consent of Seller. Any attempt to assign this agreement without consent will be void and unenforceable.

21. Confidentiality. Customer agrees not to disclose any confidential or proprietary information received from Seller, including but not limited to pricing, specifications, trade secrets, or any other business information, except as required by law. This confidentiality obligation shall remain in effect even after the termination or completion of this agreement.
22. No Waiver. The failure of Seller to enforce any provision of this agreement shall not be deemed a waiver of Seller's right to enforce such provision in the future. No waiver of any breach or default of this agreement shall be deemed a waiver of any preceding or subsequent breach or default.
23. Severability. If any provision of this agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect, and the invalid or unenforceable provision shall be amended to reflect the intent of the parties as closely as possible.
24. Governing Law and Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the state of New York, without regard to its conflict of laws principles. Any disputes arising from or related to this agreement shall be resolved exclusively in the courts located in the Northern District of New York, and both parties consent to the personal jurisdiction of such courts.
25. Entire Agreement. This agreement, together with all written amendments or addenda, constitutes the entire understanding between the parties and supersedes any prior agreements, representations, or understandings, whether written or oral, relating to the subject matter of this agreement. Any modifications to this agreement must be made in writing and signed by both parties.