

TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) govern all transactions between Syracuse Trailer Sales Service Leasing, Inc., a New York corporation doing business as STS Truck & Utility Trailer Sales of New York in the State of New York and as STS Trailer, Truck, and Equipment in the Commonwealth of Pennsylvania (collectively, “STS”), and any purchaser, lessee, or service customer (“Customer”). By executing a quote, invoice, or service order, or by accepting goods or services, Customer agrees to be bound by these Terms.

I. General Terms and Conditions

Agreement Scope, Governance & Enforcement

1. **Entire Agreement; Amendment and Modification.** These Terms, together with any written amendments or addenda, constitutes the entire understanding between the parties and supersedes all prior agreements, representations, or understandings, whether written or oral. The Terms may not be revised or modified in any way except by a written instrument specifically purporting to do so and signed by both the Customer and an authorized corporate officer of STS. The issuance or acknowledgment of purchase orders or other forms of communication from Customer shall have no effect on these Terms unless expressly accepted in writing by STS. Notwithstanding the foregoing, STS reserves the right to amend these Terms at any time, provided that such amendments shall not apply retroactively to existing agreements unless mutually agreed in writing.
2. **Prevailing Terms.** These Terms shall control in the event of any conflict with Customer-issued documents, including purchase orders or terms transmitted via EDI, email, or contract platforms. No Customer terms shall modify these Terms unless expressly accepted in writing by STS.
3. **Order Acceptance and Cancellation.** All orders are subject to acceptance by STS. STS reserves the right to cancel or refuse any order for any reason, including lack of availability, inaccuracies in pricing, or Customer credit concerns.
4. **No Reliance on Verbal Representations.** Customer acknowledges that no oral statements, representations, or promises made by STS employees or agents shall be binding or form any part of the agreement. Only written specifications, proposals, and agreements shall govern.
5. **Governing Law and Attorneys’ Fees.** This Agreement is governed by New York law and the courts of the Northern District of New York, except where Pennsylvania jurisdiction is required by law or location. In the event of a dispute, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs.
6. **Collection Costs & Venue.** If STS initiates legal action to recover amounts due, Customer agrees to pay all costs of collection, including reasonable attorneys’ fees and court costs, and stipulates that venue shall lie exclusively in the county where STS performed work or delivered goods.

Financial Terms & Liabilities

7. **Third-Party Financing Disclaimer.** If Customer utilizes third-party financing to purchase, lease, or upfit equipment, Customer remains responsible for full payment regardless of delays, denials, or disputes with any outside financing company. STS is not liable for any lost incentives or penalties incurred as a result of lender action or inaction.
8. **Returned Checks.** Customer agrees to pay a \$50 fee for each returned or dishonored check, plus any associated bank fees and collection costs. STS reserves the right to demand payment by certified funds or credit card after a returned check incident.
9. **Charge Account Restrictions.** STS Charge Accounts may be used only for Parts, Service, and Leasing transactions. Charge account privileges are subject to credit approval and may be revoked at any time at STS's sole discretion.
10. **Interest on Past-Due Balances.** All past-due amounts owed to STS under any invoice, contract, or transaction shall accrue interest at the rate of 1.5% per month (18% annually) or the maximum rate permitted by law, whichever is higher, beginning on the 31st day after the original invoice date. STS reserves the right to suspend services, withhold delivery, or pursue collection remedies for any delinquent account.
11. **Setoff and Recoupment.** STS reserves the right, at any time and without notice, to deduct from and set off against any amounts that STS owes to Customer/Vendor any amounts that Customer/Vendor owes to STS, whether such amounts are liquidated, unliquidated, contingent, or disputed, and regardless of the legal theory on which the obligation is based. This right of setoff shall apply to all transactions and accounts between STS and Customer/Vendor. STS's exercise or non-exercise of its rights under this Section shall not waive or limit any other rights or remedies available to STS at law or in equity.
12. **COD and Payment Release Policy.** STS requires full payment prior to release of goods or completion of service for all COD or cash-only Customers. No goods, vehicles, or equipment will be released without payment in full, unless otherwise authorized in writing by the STS Credit Department.
13. **Deposit & Cancellation Policy.** Deposits are non-refundable once a trailer, truck, or custom-built item has been ordered or placed into production. If the Customer cancels the order after this point, Customer is liable for the deposit and any manufacturer-imposed cancellation or restocking fees, and for any direct costs incurred by STS including, but not limited to, interest, fees, or charges associated with floorplan financing or carrying the unit until it is resold, if the unit cannot be canceled or returned. STS will make reasonable efforts to mitigate resale delays but assumes no liability for time-to-resell or value recovery.
14. **Trade-In and Credit.** Trade values are contingent upon delivery and final inspection. If STS advances credit before receiving the trade, that amount is treated as a secured loan against the unit. STS retains a security interest and may recover the unit or full cash value if the trade is not delivered. If the transaction is canceled, STS may return the unit or retain it at a fair market value less any applicable reconditioning or rental fees.

15. **Title & Ownership.** Title transfers upon full payment. If financed, STS retains a lien until payment is completed.
16. **Inspection & Acceptance.** Customer must inspect goods or equipment upon delivery and notify STS in writing of any issues within five (5) business days. Failure to do so will constitute acceptance of the goods as delivered.
17. **Warranty Disclaimer.** All goods and equipment are subject to the applicable manufacturer's warranty. STS makes no independent warranty and expressly disclaims all implied warranties, including merchantability and fitness for a particular purpose. Customer is responsible for registering units, following maintenance protocols, and complying with all warranty terms.
18. **Limitation of Liability.** IN NO EVENT SHALL STS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT STS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. STS'S SOLE AND ENTIRE MAXIMUM LIABILITY FOR ANY REASON, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID TO STS FOR THE PRODUCTS OR SERVICES THAT GIVE RISE TO THE CLAIM.
19. **Indemnification.** Customer agrees to indemnify, defend, and hold harmless STS, its officers, directors, employees, and agents from and against any and all claims, demands, losses, liabilities, damages, fines, penalties, costs, and expenses (including attorneys' fees) arising out of or related to (a) Customer's misuse of goods or services; (b) breach of this Agreement; (c) violation of any applicable law or regulation; or (d) claims by third parties related to Customer's operations, transport, or use of STS products or services.

Logistics & Risk

18. **Risk of Loss.** Risk of loss passes to Customer upon tender of goods or equipment to Customer or any representative of Customer, including but not limited to any carrier, bailee, agent, employee, or designated third party.
19. **Force Majeure.** STS is not liable for delays or non-performance caused by events beyond its control including natural disasters, labor disruptions, or supply chain interruptions.

Compliance, Ownership & IP

20. **Telematics & Remote Access.** STS may activate, monitor, or transmit data from OEM-installed or aftermarket telematics devices during service, leasing, or delivery. Customer

agrees to notify STS of any deactivation, and STS is not liable for loss of functionality due to Customer modification or privacy settings.

21. **Insurance.** When applicable, Customer must carry adequate general liability, auto, and property insurance. For rentals, leasing, and upfitted vehicles, proof of insurance naming STS as additional insured and loss payee is required.
22. **Confidentiality.** Customer shall not disclose pricing, product specifications, or proprietary information received from STS.
23. **Intellectual Property.** Customer may not reproduce, use, or distribute STS intellectual property (including designs, logos, and specifications) without express written consent.
24. **Export Control Compliance.** Customer agrees to comply with all applicable U.S. export control laws and regulations and will not export or re-export any products purchased from STS without proper government authorization.
25. **Data Security.** STS takes reasonable measures to protect customer data stored within its systems, including order history, service records, and payment information. Customer agrees not to tamper with, copy, or misuse digital records, telematics, or service software. STS is not liable for security breaches caused by Customer negligence, shared credentials, or unauthorized system access by third parties.
26. **Media and Promotional Use.** STS reserves the right to photograph, record, or otherwise document goods, equipment, or services provided to Customer for internal, marketing, training, or promotional use. These materials may be used in print, digital, or social media channels unless Customer expressly opts out in writing prior to delivery or service. Customers and employees must not misuse or mishandle digital records, including vehicle data, service photos, customer contact lists, or financial records.

Enforcement & Exceptions

27. **Non-Disparagement.** Customer agrees not to make or publish any false, misleading, or defamatory statements about STS, its employees, or its products or services. This provision survives the termination of this Agreement.
28. **Default Notification Waiver.** STS shall not be required to provide any additional notice of default beyond what is required by law. Failure to respond to invoices, emails, or collection requests shall constitute default.
29. **Remedies Not Exclusive.** The rights and remedies of STS under these Terms are cumulative and not exclusive of any rights or remedies provided by law or equity.
30. **Waiver of Subrogation.** To the fullest extent permitted by law, Customer waives, and shall cause its insurers to waive, all rights of subrogation against STS for losses covered (or required to be covered) by insurance policies maintained under this Agreement.
31. **Right to Suspend Services/Withhold Work Product.** STS reserves the right to suspend work or withhold delivery of any goods, services, or documentation in the event of non-payment, customer inaccessibility, or Customer breach of these Terms.
32. **Right of Inspection/Access.** STS reserves the right to access any premises where STS-owned or financed property is located for the purpose of inspection, repossession, or

recovery. Customer grants such access without further notice if payment is delinquent or if repossession is authorized by law.

33. **Survival of Terms.** All provisions of these Terms which by their nature should survive termination, including but not limited to indemnity, warranty disclaimers, limitation of liability, and confidentiality, shall remain in full force and effect.
34. **Assignment & Successors.** Customer may not assign or transfer this agreement, in whole or in part, without the prior written consent of STS. Any attempt to assign this agreement without consent will be void and unenforceable. STS may assign its rights or delegate its obligations under this Agreement to an affiliate or successor entity without notice to Customer.
35. **Counterparts and Electronic Signature.** This Agreement may be executed in counterparts, including electronically or by digital signature, and all such parts shall constitute a single binding agreement.
36. **Remedies Not Exclusive.** The rights and remedies of STS under these Terms are cumulative and not exclusive of any rights or remedies provided by law or equity.
37. **No Waiver / Severability.** Failure to enforce any provision does not constitute waiver. Invalid provisions will be amended to reflect original intent. Invalid provisions will be amended to reflect original intent.

II. Parts Department Terms

1. **Order Acceptance.** All orders are subject to STS's acceptance and availability of inventory. STS reserves the right to reject or cancel any order.
2. **Returns & Restocking.** Parts may be returned within 30 days from the invoice date with prior written authorization. All returns are subject to a 20% restocking fee. Non-stock, custom, or special-order items are non-returnable.
3. **Core Returns.** Eligible cores must be returned within 14 days of purchase to qualify for credit. Cores must be in rebuildable condition and are subject to inspection.
4. **Limited Warranty.** STS makes no warranties beyond the original manufacturer's warranty. Customer is solely responsible for verifying part compatibility and installation.
5. **Installation Disclaimer.** STS is not responsible for incorrect installation or damage resulting from improper use. All parts are sold "as-is" unless otherwise specified in writing.
6. **Delivery and Shipping.** Shipping terms are F.O.B. STS's facility unless otherwise specified. Title and risk of loss pass to the Customer at point of shipment. Freight charges are the Customer's responsibility.
7. **Pricing and Availability.** Prices are subject to change without notice. STS is not responsible for typographical or pricing errors and reserves the right to cancel any order arising from such errors.

8. **Credits and Refunds.** All credits will be issued after returned parts are received and inspected. Refunds may take up to 10 business days to process.
9. **Shortages or Errors.** Customer must notify STS of shipping shortages or order errors within 5 business days of receipt. STS is not responsible for any discrepancies reported after this period.
10. **Nonconformity Claims.** Claims for defective or nonconforming parts must be made within 10 business days of receipt. Customer must preserve the part and packaging for inspection.
11. **Environmental Compliance.** Customer assumes responsibility for proper disposal of replaced parts and fluids in accordance with local, state, and federal regulations.

III. Service Department Terms

1. **Estimates Are Not Final Quotes.** Service estimates are based on the information provided by the Customer, visual inspection of the unit, and available documentation. These estimates are subject to change once the unit is brought into the shop and properly inspected. STS will make reasonable efforts to communicate any material deviations from the original estimate and obtain approval before proceeding, but the final invoice may exceed the estimate due to unforeseen conditions, additional labor, or required parts discovered during service.
2. **Repair Authorization.** Customer authorizes STS to perform diagnostic and repair work up to the amount specified in the estimate. Any additional work requires written or verbal approval.
3. **Storage & Abandonment.** Units left unclaimed beyond ten (10) days of service completion may incur storage fees. After thirty (30) days, STS may consider the unit abandoned and dispose of it according to applicable law. Storage fees continue to accrue during this period.
4. **Lien Rights.** STS retains a mechanic's lien for unpaid balances related to labor, parts, and storage.
5. **Workmanship Warranty.** STS may provide limited warranty on labor; warranty coverage will be identified on the repair order if applicable.
6. **Customer-Supplied Parts.** STS is not responsible for the performance, compatibility, or warranty of customer-supplied components.
7. **Prior Work & Pre-Existing Conditions.** STS is not responsible for latent defects, pre-existing damage, or previous work performed by third parties. Customer acknowledges that repairs may reveal additional issues not reasonably detectable prior to disassembly or inspection.
8. **Diagnostic Fees & Tear-Down.** Customer agrees to pay for all diagnostic time, including labor incurred to identify needed repairs. If repairs are declined after disassembly, STS reserves the right to charge reassembly fees and/or return the equipment in disassembled condition.

9. **Authorization & Contact Responsibility.** Customer must provide valid contact information and remain available during the service period. STS is not responsible for delays caused by inability to reach the Customer for approval.
10. **Testing & Operation.** Customer authorizes STS to operate or test the unit, including road testing, loading, or cycling systems, as necessary to diagnose or verify repairs. Customer waives claims arising from such operation unless due to gross negligence.
11. **Compliance Disclaimer.** STS does not guarantee that the vehicle or equipment will meet federal, state, or local compliance standards upon return unless such work was explicitly requested and documented in the service order.
12. **Safety and Use After Repair.** It is the Customer's responsibility to perform proper pre-trip or pre-use inspections following return. STS is not liable for operational failure due to negligence in routine maintenance, misuse, or improper reinstallation by third parties.

IV. Trailer Sales Terms

1. **Used Trailers.** In Pennsylvania, used trailers may be sold "AS IS," with no warranty unless otherwise stated in writing. In New York, used trailers are sold with the minimum warranty coverage required under New York State law and STS complies with all NY DMV regulations governing used equipment sales.
2. **Trade-In and Credit.** See Section I, Clause 12 of the General Terms for STS's policy on trade-in valuation, credits, and customer obligations.
3. **Compliance.** Customer assumes responsibility for DOT, registration, inspection, and compliance requirements.
4. **Configuration Accuracy.** It is the Customer's responsibility to confirm that the trailer specifications (e.g., suspension, GVWR, axles, electrical, kingpin settings) meet their operational and legal requirements. STS is not liable for mismatches where configuration was disclosed or documented.
5. **Regulatory Compliance Disclaimer.** STS delivers trailers in compliance with Federal Motor Vehicle Safety Standards (FMVSS) as applied by the manufacturer. Customer assumes full responsibility for any post-sale compliance requirements, including registration, emissions, bridge law compliance, or special permitting.
6. **Manufacturer Delays & Changes.** STS is not responsible for manufacturer-related production delays or specification changes. STS will notify the Customer of material changes or pricing adjustments; Customer may accept, modify, or cancel the order in writing, subject to the Deposit & Cancellation Policy.
7. **Deposit & Cancellation Policy.** Deposits are non-refundable once a trailer has been ordered or placed into production. If Customer cancels the order after this point, Customer is liable for the deposit and any manufacturer-imposed cancellation or restocking fees.

8. **Photos & Marketing Materials.** Photos, renderings, or prior sales quotes are for illustrative purposes only. Only written specifications listed on the final invoice or build sheet will govern the transaction.

V. Truck Equipment Sales Terms (Including Upfitting & Fabrication)

1. **Security Interest in Incomplete Builds.** If Customer fails to pay for a completed or partially completed upfit or fabrication project, STS reserves the right to retain possession of the vehicle and components until paid in full. STS may file a lien or UCC-1 Financing Statement on the vehicle and added equipment.
2. **Quotes Are Subject to Change.** Quotes provided for truck equipment, upfits, or fabrication are based on available information at the time of issuance, including but not limited to chassis specifications, component availability, and customer-provided documentation. Final pricing may change due to unforeseen installation variables, structural modifications, or parts substitutions. STS will communicate any material changes and seek approval before proceeding, but the final invoice may vary from the initial quote.
3. **Custom Work Authorization.** All fabrication, welding, hydraulic, and electric installs require written authorization. Changes post-authorization may incur extra charges.
4. **Product Use & Ratings.** Customer agrees to follow all load limits, usage specifications, and operational guidance provided. Misuse voids warranty and may result in injury or failure.
5. **Design Liability.** STS shall not be liable for customer-specified designs or deviations from standard engineering unless agreed in writing.
6. **Warranty Scope.** Warranties on fabricated components are limited and stated separately. No warranty applies to customer-installed modifications.
7. **Certification Responsibility.** DOT, ANSI, or other safety compliance certification is only valid as installed and delivered by STS. Any changes post-delivery void certification.
8. **Lead Time and Scheduling.** STS may provide estimated lead times at the time of quote. Actual delivery and install timing may vary based on parts availability, prior work in queue, or vendor delays. STS is not liable for delays caused by suppliers or circumstances outside its control.
9. **Vehicle Condition on Drop-Off.** Customer must deliver the chassis or equipment in clean, operational condition. STS reserves the right to assess additional charges for time or materials required to correct mechanical, structural, or electrical issues that prevent installation.
10. **Post-Delivery Modifications.** Any modifications made to the upfit after delivery by the Customer or third parties may void applicable warranties and relieve STS of liability for system performance or compliance.

11. **System Testing and Calibration.** STS may operate or cycle the vehicle or its auxiliary systems to perform required tests. These may include road tests, hydraulic cycling, PTO engagement, or electronic configuration. Customer authorizes such operation as part of the build and final verification.
12. **Manufacturer Instructions and Manuals.** Customer agrees to follow all manufacturer instructions, manuals, and warning labels for installed equipment. Failure to follow usage guidelines may result in equipment failure or safety risks and void warranty coverage.
13. **Acceptance and Delivery.** Customer agrees to inspect the upfit or modification upon delivery and notify STS in writing of any concerns within five (5) business days. Failure to do so will constitute acceptance of the work as complete and satisfactory.

VI. Truck Sales Terms

1. **Condition Disclosure.** In Pennsylvania, used trucks may be sold “AS IS,” with no warranty unless otherwise stated. In New York, used trucks are sold in compliance with the New York laws and applicable DMV regulations, which may include a limited statutory warranty depending on price, mileage, and condition. Off-road vehicles are sold AS IS in all jurisdictions.
2. **Trade-In and Credit.** See Section I, Clause 12 of the General Terms for STS’s policy on trade-in valuation, credits, and customer obligations.
3. **Odometer & Equipment Statements.** STS provides accurate disclosure at time of sale but is not responsible for third-party changes or misrepresentations.
4. **Title Delivery.** STS will provide necessary title documents promptly upon full payment and lien release.
5. **Road Use & DOT Compliance.** Terminal tractors and other vehicles intended for on-road use must be properly titled, registered, and equipped in accordance with FMCSA and applicable state DOT regulations. Customer is solely responsible for ensuring post-sale compliance with all applicable road-use laws and regulations.
6. **Configuration & Application Responsibility.** STS sells terminal tractors in configurations suitable for a range of applications. It is the Customer’s responsibility to confirm that the configuration (e.g., on-road vs. off-road use, emissions compliance, fifth wheel height, rear axle rating, etc.) matches the intended operational environment. STS is not liable for mismatches where specifications were disclosed.
7. **Warranty & Service Registration.** STS will facilitate manufacturer warranty activation where applicable, but Customer remains responsible for following the OEM’s service registration, telematics setup (if applicable), and preventive maintenance schedule to maintain coverage.
8. **Delivery Timing.** STS will make reasonable efforts to deliver the unit by the estimated date; however, delays may occur due to transportation, vendor backlog, title processing, or manufacturer delays. Delivery dates are estimates only and STS will not be liable for delays beyond its control.

9. **Documentation Support.** STS will provide reasonable assistance with title, lien, MSO, and compliance documentation. However, Customer assumes all responsibility for completing vehicle registration and compliance filings after delivery.

VII. Leasing & Rental Terms

1. **Lease & Rental Agreements.** All units are subject to individual contracts which supplement these Terms. In case of conflict, the applicable Master Lease Agreement terms prevail.
2. **Lien & Repossession Acknowledgment.** Customer acknowledges that all leased or financed equipment remains the sole property of STS until paid in full or until lease terms are satisfied. STS retains full rights to repossess equipment without judicial process upon default.
3. **Leasing Credit Approval.** All leasing transactions are subject to prior credit approval. STS reserves the right to withhold release of leased equipment until a completed credit application has been submitted and reviewed by the STS Credit Department.
4. **Responsibility & Insurance.** Customer is liable for all physical damage, theft, misuse, and overuse. Proof of insurance is required before release.
5. **Return Condition.** Units must be returned clean, fueled (if applicable), and undamaged. Cleaning or repair fees will be invoiced.
6. **Mileage/Usage Overages.** Standard mileage/hour allowances apply (if applicable). Overages are billed at contract rates.
7. **Early Termination/Default.** Customer forfeits deposits and may incur additional charges if lease is terminated early or breached.
8. **Maintenance Responsibility.** Customer must perform and document routine maintenance in accordance with manufacturer specifications during the lease/rental period. Failure to maintain may result in damage charges.
9. **Unauthorized Repairs.** Customer may not make or authorize any repairs to leased or rented equipment without prior written consent from STS. Unauthorized repairs may void warranty coverage and result in additional charges.
10. **Damage and Incident Reporting.** All damage, accidents, or theft must be reported to STS within twenty-four (24) hours. Failure to report may result in denial of insurance coverage and full liability for repairs.
11. **Use Limitations.** Equipment may not be used for illegal purposes, outside of the continental U.S. (unless authorized), or by unlicensed or unauthorized operators. Violation may result in immediate termination and repossession.
12. **Repossession Rights.** In the event of non-payment, default, or unauthorized use, STS reserves the right to repossess the equipment without further notice and at Customer's expense.

13. **Hold Harmless.** Customer agrees to hold harmless and indemnify STS against all liability, damages, or loss arising from use, misuse, or transport of leased or rented equipment, including claims by third parties.
14. **Condition Documentation.** STS may document equipment condition at check-out and return using digital platforms including photos and inspection reports. Customer may request a copy of documentation at any time.