



**Enoven**  
Truck Body + Equipment

## **TERMS AND CONDITIONS OF SALES AND SERVICE**

- 1. Agreement.** Unless otherwise agreed in a written document signed by the owner or General Manager of Enoven Industries, LLC or Enoven of Redding, Inc. (together, "ENOVEN"), these Terms and Conditions of Sales and Service ("Terms") govern the purchase of goods (including, but not limited to, new and used equipment, trucks, attachments, components, technology, and parts) ("Goods") and services ("Services") from ENOVEN by any individual or entity that purchases such Goods or Services from ENOVEN ("Client"). ENOVEN hereby rejects the terms of any purchase order or other document submitted by Client, unless the document is signed by the owner or General Manager of ENOVEN. The acceptance of a quote and placing of an order with ENOVEN or the receipt or acceptance of Goods or Services by Client constitute Client's acceptance of these Terms exactly as written.
- 2. Order and Delivery of Goods or Services.** Acceptance of a quote and placement of orders for Goods and Services are subject to final acceptance by ENOVEN in its sole discretion. Client shall have no right to cancel orders for Goods once a quote is accepted by Client and/or a purchase order is issued to ENOVEN; provided, however, some parts may be returnable to ENOVEN in accordance with ENOVEN's then current parts return policy. Client acknowledges that estimated delivery dates for Goods are estimates only; actual delivery dates depend on a variety of factors, including, but not limited to, the production schedules of manufacturers. ENOVEN will use commercially reasonable efforts to meet estimated delivery dates and shall keep Client advised of the status of its delivery, but ENOVEN shall have no liability for any loss associated with delay in the delivery of Goods. In addition, ENOVEN shall have no liability for any delay in performance of Services or delivery of Goods caused by any circumstances beyond its reasonable control, including, but not limited to, delays caused by acts of God, acts of war or terrorism, fire or other casualty, storms or adverse weather, strikes, labor shortages or disturbances, shortages of materials, manufacturer delays, theft or vandalism, transport and handling accidents, or revisions to laws, regulations or governmental requirements.
- 3. Pricing.** Unless otherwise set forth on a written quote issued by ENOVEN ("Quote"), the price for Goods shall be ENOVEN's list price for such Goods on the date such Goods are delivered to Client. Unless otherwise set forth on a Quote, the labor rates for Services shall be ENOVEN's standard labor rates for the applicable type of Service (field rates, shop rates, or specialty rates, as applicable) in effect at the time the Services are performed. Pricing for future orders is subject to change without notice. Client will promptly pay to ENOVEN any taxes that ENOVEN is required to collect with respect to the purchase of Goods and Services, including, but not limited to, value added, personal property, sales, use and similar taxes ("Taxes"). For any Taxes from which Client claims exemption, Client shall provide ENOVEN with properly completed exemption certificates and any documentation needed to validate the exemption prior to the purchase of the applicable Goods and Services. If Client fails to provide an appropriate exemption certificate and supporting documentation, as determined by ENOVEN, Client will remain liable for all such Taxes and will indemnify ENOVEN for any liability related to the same. Pricing and risk of loss for purchased Goods is FOB ENOVEN's site, unless purchased Goods are shipped to Client directly from the manufacturer, in which case pricing and risk of loss is FOB factory unless otherwise stated. Any claims for shortages, damages, or delays must be made by Client direct to the carrier.
- 4. Payment Terms.** For Clients with an open credit account with ENOVEN, payment is due per the terms of sale documented on the final invoice. For Clients who do not have an open credit account with ENOVEN, payment is due upon delivery of Goods or completion of Services. ENOVEN may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold Goods, completed Services or scheduled Services until receipt of payment. If Client fails to pay for Goods and Services as and when due, Client shall pay a late charge of 1.5% of the invoice balance each month until charges are paid in full, and Client shall pay ENOVEN all reasonable attorneys' fees and collection costs incurred by ENOVEN. In addition to any other right of set-

off or recoupment ENOVEN has under applicable law, Client agrees that, with respect to any amounts due from Client or Client's affiliates to ENOVEN or ENOVEN's affiliates, ENOVEN and its affiliates may set-off such amounts against any amounts owing to Client or Client's affiliates. If Client requests customization of equipment, Client agrees to pay all parts and labor costs ENOVEN incurs in customizing the equipment, regardless of whether or not Client completes the purchase of the customized equipment. Client must pick up its equipment from ENOVEN's facility within 30 business days after notification from ENOVEN of completion of Services. If Client's equipment is not picked up within 30 business days after such notification, Client will be liable for storage charges of \$300.00 per day from the date of completion of Services until Client's equipment is picked up. ENOVEN may sell Client's equipment if such equipment remains in ENOVEN's possession after 30 days and any amounts owed remain unpaid.

5. **Warranties.**

**a. New Goods.** If Client is purchasing new Goods from ENOVEN, Client acknowledges that (i) ENOVEN is not the manufacturer of the Goods; (ii) if the Goods include a manufacturer's warranty, ENOVEN will pass through to Client the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) the manufacturer's warranty will be subject to all conditions and exclusions set forth therein.

**b. Used Goods.** If Client is purchasing used Goods from ENOVEN, Client acknowledges that the only warranties with respect to such used Goods are those warranties, if any, expressly set forth in the bill of sale signed by ENOVEN.

**c. Services.** If Client is purchasing Services from ENOVEN, ENOVEN warrants that its Services will be completed in a good and workmanlike manner, with such service warranty extending for a period of twelve (12) months from completion of the original Services. If ENOVEN performs a repair pursuant to its service warranty, the warranty period remains twelve (12) months from completion of the original Services; the twelve (12) month service warranty period does not start over with the repair. If the replacement parts used by ENOVEN in connection with the provision of Services include a manufacturer's warranty, ENOVEN will pass such warranty through to Client to the extent permitted by the terms of the manufacturer's warranty. ENOVEN's service warranty will be voided in the event of any of the following: misuse or abuse of Goods by Client, subsequent repairs performed by Client or vendors other than ENOVEN, use beyond ordinary wear and tear, failure to maintain and operate Goods in accordance with the maintenance and operations manual of the manufacturer (including, but not limited to, use of fluids that do not meet the manufacturer's standards or failure to maintain fluid levels recommended by the manufacturer) or damage due to theft, vandalism or casualty.

6. **General Provisions.** Client may not assign Client's rights or obligations hereunder without ENOVEN's prior written consent, and any such attempted assignment will be void. If any provision in these Terms is found to be invalid, unlawful or unenforceable, the remaining provisions in these Terms shall remain in full force and effect. A party's waiver of any breach will not constitute a waiver of any different or subsequent breach. No employment, agency, joint venture, or similar arrangement is created or intended between Client and ENOVEN. ENOVEN retains ownership of all records relating to Goods and Services provided to Client ("Records") and may disclose the Records pursuant to a court order or in the event disclosure of the Records becomes part of ENOVEN's defense in a legal matter. Client warrants that the invoiced Goods or Services will be used for business or agricultural purposes and not for personal, family or household purposes.