

MEIER TRANSMISSION

STANDARD TERMS AND CONDITIONS OF SALE

PRODUCTS AND SERVICES SOLD ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, NOTWITHSTANDING ANY CONTRADICTORY TERMS OF THE BUYER'S PURCHASE ORDER. NO PERSON HAS THE AUTHORITY TO ALTER THESE TERMS OTHER THAN A CORPORATE OFFICER OF MEIER TRANSMISSION, INC., AND ANY SUCH ALTERATION MUST BE IN WRITING. BUYER'S ACCEPTANCE OF PRODUCTS CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE.

1. **Pricing.** All prices are F.O.B. shipping point unless otherwise specified. Quoted prices are subject to addition for federal, state or local taxes, and subject to change if Products are not shipped within 10 days. Otherwise, prices in effect at time of shipment will prevail. It is the obligation of Buyer to provide evidence of sales tax exemption to Meier Transmission. Notwithstanding the foregoing, in the event that sales tax is determined to be due upon any purchase, Buyer will pay the amount of such tax to Meier Transmission for payment to the appropriate taxing authorities.

2. **Acceptance.** Any Buyer purchase order is subject to approval and acceptance by an authorized representative of Meier Transmission at the Servicing Branch or its general office in Birmingham, Alabama, and subject to the terms set forth herein. Meier Transmission expressly limits its acceptance to these terms. Additional or different terms in Buyer's purchase order shall not be binding on Meier Transmission, and are hereby expressly rejected.

3. **WARRANTIES.** MEIER TRANSMISSION WARRANTS THAT THE PRODUCTS AND/OR SERVICES COVERED HEREBY CONFORM TO THE DESCRIPTION AND SPECIFICATIONS ACCEPTED BY MEIER TRANSMISSION WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, IF ANY. **ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

MEIER TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OR RESULTING FROM THE BREACH OF ANY OF THE TERMS HEREOF OR FROM THE SALE, HANDLING OR USE OF THE PRODUCTS SOLD OR SERVICES RENDERED. MEIER TRANSMISSION' LIABILITY HEREUNDER, FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE, IS EXPRESSLY LIMITED AT THE OPTION OF MEIER TRANSMISSION: (A) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE

SPECIFICATIONS SET FORTH HEREIN, (B) TO THE REPAIR OF SUCH PRODUCTS, OR (C) TO THE REFUND OR CREDITING TO BUYER OF THE PRICE OF SUCH PRODUCTS.

MEIER TRANSMISSION IS A DISTRIBUTOR, AND NOT A MANUFACTURER OF PRODUCTS. ACCORDINGLY, ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS THAT OF THE MANUFACTURER ONLY AND NOT THAT OF MEIER TRANSMISSION. MEIER TRANSMISSION AGREES TO USE COMMERCIALY REASONABLE EFFORTS TO CAUSE ITS MANUFACTURERS TO FURNISH PRODUCTS THAT WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, WILL BE FREE FROM PATENT INFRINGEMENT, AND WILL BE MERCHANTABILITY. SHOULD THE PRODUCT FAIL TO MEET ANY MANUFACTURER'S WARRANTY, THEN UPON NOTIFICATION THEREOF AND SUBSTANTIATION THAT THE PRODUCT HAS BEEN STORED, INSTALLED, MAINTAINED AND OPERATED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND STANDARD INDUSTRY PRACTICE, MEIER TRANSMISSION SHALL ASSIST BUYER IN OBTAINING SUITABLE REPAIR OR REPLACEMENT, OR OTHER REMEDY, AS PROVIDED IN THE APPLICABLE MANUFACTURER'S WARRANTY.

4. **Delivery Terms.** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise agreed in writing by Meier Transmission, delivery will be made and title will pass to Buyer F.O.B. point of shipment. Expense and risk of loss of transporting the goods shall pass to Buyer at point of shipment.

5. **Delivery in Installments.** Meier Transmission reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of the obligations to accept and pay for remaining deliveries.

6. **Payment.** Unless otherwise agreed in writing by an authorized officer of Meier Transmission, terms of payment are 1% discount for payment by the 25th of the month for invoices dated from the 1st through the 15th of the same month, and payment by the 10th of the next month for invoices dated from the 16th to the end of the month. Otherwise, net payment is due within thirty (30) days of invoice date. U.S. Postal Service post mark shall be determinative. Discounts are not available for payment by credit card or for cash purchases.

Should the financial responsibility of Buyer at any time become unsatisfactory to Meier Transmission, Meier Transmission shall have the right to require payment for any shipment hereunder in advance or, in the alternative, the provision of satisfactory security. If Buyer fails to make payment in accordance with the terms of this Agreement or fails to comply with any provision hereof, Meier Transmission may at its option, in addition to any other remedies, cancel any unshipped portion of an order and other pending orders. Buyer shall remain liable for all unpaid accounts. In the event Buyer fails to make payment in accordance with the terms of this Agreement, the account shall be deemed to be delinquent and a late charge of one and one-half percent (1½%) per month will be assessed on the unpaid balance. Buyer agrees to pay all collection costs and expenses, including reasonable attorneys fees, incurred by Meier Transmission in collecting or attempting to collect such account.

Meier Transmission is a subsidiary of Genuine Parts Company. In the event Buyer owes any past due indebtedness to Meier Transmission, or any other operating unit (including all divisions or subsidiaries) of Genuine Parts Company, then any amounts that such operating unit owes to Buyer may be offset against such indebtedness and the Genuine Parts Company unit shall be obligated to pay to Buyer only the net amount after application of such setoff.

7. **Freight and Handling.** Unless otherwise provided in writing, freight charges on all shipments, and spotting, switching, demurrage, or drayage at destination are to be paid by Buyer. All incoming shipping and handling charges on all material on which the supplier of said material does not pre-pay or allow freight into Meier Transmission' warehouse, and all outgoing shipping and handling charges on all shipments from Meier Transmission to Buyer shall be borne by Buyer. Any difference in the amount of freight from that shown on the invoice as being included, is for Buyer's account. Meier Transmission reserves the right to designate origin and intermediate carriers. If a specific delivering carrier is required, Buyer must designate such carrier in writing to Meier Transmission prior to shipment.

8. **Taxes.** Prices do not include any present or future sales, use, excise, or similar taxes. All such taxes shall be for Buyer's account.

9. **Delay.** Meier Transmission shall not be liable for any failure or delay in manufacture, shipment or delivery of Products resulting from any cause beyond Meier Transmission' control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout, or other labor difficulty, riot, war, terrorist acts, insurrection, shortage of or inability to secure labor, raw materials, production or transportation facilities. Shipping dates are approximate and are based on conditions at the time of quotation. Meier Transmission shall not be liable for failure or delay in performance due to prior sale of Products. In the event of such delay, there will be no termination and the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

10. **Cancellation.** No order may be canceled or changed in whole or in part without the prior written consent of Meier Transmission. Shipment of Products cannot be extended beyond the original shipping date specified without Meier Transmission' consent.

11. **Compliance with Laws.** Meier Transmission warrants that it has complied, and will continue during the performance of this order to comply, with the provisions of all applicable federal, state and local laws and regulations from which liability may accrue to Buyer as a result of any violation thereof by Meier Transmission. Meier Transmission warrants compliance with the Fair Labor Standards Act and the Equal Employment Opportunity Act, as amended, in its performance. Compliance with any federal, state or local procurement regulations, laws, or contract provisions in any form of government contracting by Buyer, shall be solely the responsibility of the Buyer.

12. **Copy of Buyer's License.** Buyer agrees to furnish to Meier Transmission a copy of any state license that would cause purchases by Buyer to be free of sales tax. Further,

Buyer shall continually furnish copies of such licenses from year to year, as the same are renewed.

13. **Assignment.** Buyer may not assign this Agreement without prior written consent of Meier Transmission.

14. **Specifications.** Specifications and instructions are in accordance with directions of Buyer and full responsibility for their correctness is assumed by Buyer.

15. **Claims.** Claims for errors, shortages or defective goods must be made within ten (10) days after receipt of material.

16. **Waiver.** Waiver of any breach of this Agreement shall not be construed as a waiver of any other breach.

17. **Return Goods Policy.** No Products will be accepted for return without a Meier Transmission approved Return Goods Authorization (“RGA”). All returns are subject to a restocking charge. Special ordered or modified Products are not returnable.

18. **Miscellaneous Credits.** Meier Transmission may apply any miscellaneous credits to the account of the Buyer, including the off-set of any unpaid invoices, late charges or others amounts due to Meier Transmission. Any miscellaneous credits remaining unapplied for one (1) year, may, at the discretion of Meier Transmission, be turned over to the appropriate state agency responsible for unclaimed property.

19. **Specification.** In the event that the sale involves the fabrication of any Products by Meier Transmission, including without limitation hose or fluid power products, the specifications for such fabrication shall be the sole responsibility of the Buyer.

20. **Nuclear or Other Hazardous Activities.** Unless specifically acknowledged and agreed in writing by a duly authorized officer of Meier Transmission, Products sold hereunder may not be used in connection with any nuclear facility or any other hazardous activity, including without limitation, military, aerospace, missile or other critical application. Buyer agrees to indemnify and hold Meier Transmission harmless from any liability that results from Buyer’s use that is inconsistent with this paragraph.

21. **Products Sold for Buyer’s Export.** Buyer assumes responsibility and liability for compliance with all U.S. and international laws, treaties and customs rules and regulations applicable to the export of Products by Buyer.

22. **Electronic Commerce.** Meier Transmission and Buyer specifically agree that purchases and sales between them may be conducted electronically in accordance with the Alabama Uniform Electronic Transactions Act.

23. **Modification.** Unless Buyer and Meier Transmission have specifically executed a supply agreement for the purchase and sale of Products, there are no terms, conditions, understandings or agreements between Buyer and Meier Transmission other than those stated herein and all prior proposals and negotiations are merged herein. NO TERMS

AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREOF SHALL BE BINDING UPON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY. NO MODIFICATION OR ALTERATION OF THE PROVISIONS HEREOF SHALL RESULT FROM MEIER TRANSMISSION' SHIPMENT OF MATERIAL FOLLOWING RECEIPT OF BUYER'S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS AND CONDITIONS IN ADDITION TO OR IN CONFLICT OR INCONSISTENT WITH THE PROVISIONS HEREOF.

24. **TRICOM Automation.** TRICOM Automation is a Division of Meier Transmission, Inc.

25. **Venue; Governing Law.** THE BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT JURISDICTION AND VENUE FOR ANY ACTIONS BROUGHT BY EITHER PARTY SHALL BE EXCLUSIVELY IN THE COUNTY AND STATE OF THE MEIER TRANSMISSION SERVICING BRANCH FROM WHICH THE PRODUCT OR SERVICE WAS TO BE PROVIDED. THE PARTIES FURTHER AGREE THAT THE LAW OF ALABAMA SHALL APPLY. The provisions of the United Nations Convention on Contracts for the International Sales of Goods shall not apply.