

TERMS AND CONDITIONS

1. Terms and Conditions. Wayne-Vaughn Equipment Co., Inc. (“Company”) is engaged in the business of selling air power products. “Buyer” is any person or entity who places an order with Company. By placing an order under Section 2, Buyer expressly agrees to be bound by these Terms and Conditions. “Products” and “equipment” as used herein are interchangeable terms.

2. How to place order:

- Submit your order via our wholesale site at www.wayne-vaughn.com;
- Call our customer service representative at 1-877-655-6804;
- Fax your order to 1-260-424-0849; or
- Mail your order to 716 E. Wayne Street, Fort Wayne, Indiana 46802.

3. MSRP, Pricing and Payments:

Parts and equipment purchased from Company shall be sold at the manufacturer’s suggested retail price (MSRP), which are subject to change without notice. **Company is not the manufacturer of any parts or equipment sold.**

All prices are listed and payable in US dollars. Prices do not include shipping. Freight shall be charged on each invoice at Company’s then prevailing shipping rates. Shipping with liftgate service is curbside service only.

Payment Methods: Company accepts the following forms of payment: Visa, MasterCard, Discover and American Express credit cards payable in US funds. Sorry, No COD orders. Credit card payments will be charged at the time of the order. This is when the merchandise is reserved for Buyer. Some customer orders are reserved by our POs to the factories. This insures a place in the build schedule at the factory. (This section on POs is for items with Long Lead Times.)

Sales Tax: Company is not required to collect sales or use tax on deliveries within the US, except where Company has a business location.

For customers in Indiana, all applicable taxes will be added to Buyer’s order, if applicable. To satisfy consumer-reporting rules, if Buyer is a reseller in Indiana, Buyer must provide the correct forms before the State tax is removed from your order.

Price Changes: Company reserves the right to change pricing at ANY time on ANY product without notice. If Buyer places an order on the same day as a price change that reduces the price on the product ordered, Buyer can email or call Company to qualify for the reduced price. Company then could credit Buyer’s credit card for the difference. Company also reserves the right to refuse the sale of a product at the listed price when a price change occurs.

4. Canceled Orders and Special Orders:

Canceled Order: If after Buyer places its order and Buyer decides to cancel its order, Company will do so only if the order has not been shipped. To cancel, Buyer must notify Company no later than the next business day after placing its order. A \$20.00 processing fee will be billed against Buyer's credit card for orders up to \$1,000.00, \$50.00 charge for orders up to \$10,000.00, and charges for orders over \$10,000.00 will be determined at time of cancellation.

Refused Shipment: Buyer shall be charged all shipping charges, and a 20% restocking fee for all refused shipments (this covers cost to receive and inspect all returned items).

Order Mistakes Made by Company: Buyer must call Company immediately with a description of the issue and Company will make arrangements for pick-up and then ship a replacement of the correct item. Failure to timely make contact with Company shall result in denial of any claim if not made within ten (10) days of delivery due to Company's potential loss of ability to restock item.

"AS IS Not Returnable" Items: All "AS IS Not Returnable" Orders are Final Sales.

Special Orders: All Special Orders are Final Sales. A Special Order is anything that is designed to fit a specific vehicle/applications. Special Order items may take more time for delivery and the delivery time is determined by the manufacturer and is not under our control.

5. No Returns on Equipment or Electrical:

All equipment sales are final and may not be returned by Buyer. All electrical item sales are final and may not be returned by Buyer.

6. Returns on Parts Not Covered by Section 5:

Buyer shall inspect any products ordered from Company. Buyer is to open and inspect delivery before Buyer signs for same. Once Buyer signs for a product, Buyer has sole responsibility to make and manage a claim for damage with the carrier delivering unless delivered by Company. In the event any products sold hereunder that are not covered by Section 5 fail to arrive to Buyer in good working order, Buyer shall notify Company in writing within seven (7) days of the date the products were delivered. Buyer's written notice to Company shall contain the invoice number and the specific reasons Buyer wishes to return the product. Upon receipt of Buyer's notice, Company shall determine whether or not Company shall accept the return of the product. If Company accepts the return of the product, Company shall provide Buyer with its approval of the return and delivery instructions. Return shipping to Company shall be paid for by Buyer. Buyer shall also pay Company a restocking fee of twenty-five percent (25%) of the price of any returned stocked part, and fifty percent (50%) of the price of any "special" part. All returned items must be uninstalled, unused, and in new condition.

7. Express Warranty on Parts for Service:

Company provides a one (1) year warranty on services. The original manufacturer's warranty, if any, shall be the only warranty provided by Company to Buyer for parts or

other products and Company does not warrant the same. Company disclaims any other service, part or equipment warranties as more fully set forth in Section 8.

8. Disclaimer of All Other Warranties:

The equipment and parts sold by Company are sold as is, with all faults. Company specifically disclaims the Implied Warranty of Merchantability, the Implied Warranty of Fitness for a Particular Purpose, and all other implied warrants. Company makes no written express warranties other than the express warranty set forth in Section 6 above. Company specifically disclaims any alleged oral express warranties. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO BUYER FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, WHETHER BASED UPON LOST GOODWILL, EMOTIONAL DISTRESS, IMPAIRMENT OF OTHER GOODS, OR OTHERWISE AND WHETHER ARISING OUT OF ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE. COMPANY CANNOT GUARANTEE COMPATIBILITY OR SUITABILITY OF PRODUCTS SOLD FOR BUYER'S PARTICULAR SITUATION. COMPANY ENDEAVORS TO RECOMMEND THOSE PRODUCTS BEST SUITED FOR BUYER'S DESCRIBED NEEDS. SOMETIMES HOWEVER, THIS IS DIFFICULT TO ACCOMPLISH OVER THE PHONE OR INTERNET, FOR THAT AND OTHER REASONS THE CUSTOMER IS RESPONSIBLE TO FULLY RESEARCH COMPATIBILITY AND SUITABILITY PRIOR TO PURCHASE.

9. Attorney Fees and Interest:

If any action is necessary to enforce these Terms and Conditions and/or the transactions contemplated hereby, Company shall be entitled to recover, in addition to all other legal and equitable relief, reasonable attorneys' fees, costs and interest at the rate of eighteen (18%) per annum on the outstanding balance.

10. Indemnification of Company:

Customer shall indemnify and hold harmless Company and its directors, officers, employees, agents, stockholders, affiliates, and subcontractors from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from any use of the products or parts purchased by Buyer.

11. Governing Law, Venue and Waiver of Trial by Jury:

These Terms and Conditions form a contract between the Company and customer.

These Terms and Conditions, the rights and obligations of Company and customer hereunder, and any claim or controversy based upon or arising out of these Terms and Conditions or the transactions contemplated hereby shall in all respects be governed by and interpreted, construed and determined in accordance with the laws of the State of Indiana.

Any action brought to enforce the terms of this Agreement or the transactions contemplated hereby shall be brought in the courts of Allen County, Indiana.

Customer expressly waives the right to trial by jury.

12. Force Majeure:

Company's performance under these Terms and Conditions are subject to conditions beyond Company's reasonable control, including without limitation (1) acts of God, unforeseeable circumstances, acts (including delay or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, priorities, fires, strikes, explosions, floods, quarantine restrictions, sabotage, or epidemics, (2) inability due to causes beyond Company's reasonable control to timely obtain, at normal prevailing market prices, necessary and suitable labor, materials, components, manufacturing facilities, transportation, or instructions from Buyer, and (3) any other cause beyond Company's reasonable control.

13. Assignment:

Buyer may not assign any interest herein or any rights or obligations hereunder without the written consent of Company.