

**STANDARD TERMS AND CONDITIONS:** Offers of sale are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Customer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Papé Kenworth, then the invoice shall be deemed: an acceptance of the Customer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Papé Kenworth and Customer. Customer is hereby notified that additional or different terms from those contained herein are objectionable.

**1. Prices.** Prices quoted by Papé Kenworth are subject to change without notice. Papé Kenworth's prices in effect at the date of delivery will govern.

**2. Charges.** The total amount due from the Customer may include various itemized charges, including, but not limited to: charges for the handling of hazardous materials and for compliance with laws and regulations concerning hazardous materials; charges for handling, delivery and shipping; charges for disposal of materials and waste; charges for energy, fuel or other supplies; and/or charges for recovery of Papé Kenworth's estimated Oregon Corporate Activity Tax. Fees imposed by governmental authority are collected and paid to the appropriate government office. All other charges, including recovery of the Oregon Corporate Activity Tax, are retained by Papé Kenworth. The charges are designed to offset expenses incurred in the provision of services and may not accurately reflect the actual expenses incurred in any given case. Charges for service labor may include additional expenses incurred in the provision of such services, including, but not limited to, expenses related to the operation and maintenance of the service vehicle. If Customer has any questions regarding Customer's statement or amounts charged therein, please contact customer service.

**3. Delivery.** Stated or promised delivery dates are estimates only based upon Papé Kenworth's best judgment and Papé Kenworth shall not be responsible for deliveries later than promised regardless of the cause. Papé Kenworth shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond Papé Kenworth's control or the control of Papé Kenworth's suppliers, including, but not limited to, war (whether an actual declaration of war is made or not), sabotage, act of terrorism, or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, fire, accident, storm, flood, earthquake or other act of God, shortage of labor, fuel, raw material, or mechanical or technical failure, where Papé Kenworth has exercised ordinary care in the prevention thereof. If any contingency occurs, Papé Kenworth may allocate the available merchandise and deliveries among Papé Kenworth's customers.

**4. Claim Period and Time Limit on Commencing Legal Action.** Unless a different claim period is permitted by this agreement, all claims against Papé Kenworth shall be made within 30 days after the date of invoice. It is agreed that Customer has one year from the accrual of any cause of action to commence legal action arising from the purchase or use of any merchandise provided or work performed, or Customer shall be barred forever.

**5. Core Return.** Papé Kenworth will not accept the return of cores for exchange merchandise after 30 days from the date of invoice. Approval of core return is subject to Papé Kenworth's inspection. All cores must be accompanied by a copy of the invoice and must be returned in the original box for full credit to be received.

**6. Parts Return.** Papé Kenworth will not accept return of parts unless in original box and accompanied by a copy of the invoice. For full credit, parts must be returned within 60 days of purchase. Returns after 60 days will be charged a 15% restocking fee if the returned part is a non-stock item. Electrical components are not returnable.

**7. Terms of Payment.** Open accounts shall be due and payable net on the tenth (10th) day of the month following the month of the invoice date. If in Papé Kenworth's judgment Customer's financial condition at any time does not justify these terms of payment, Papé Kenworth may require full or partial payment in advance. If the payments are not made by the due date, Customer must pay a late charge of 1½ percent per month of the unpaid balance. If shipments or delivery are delayed by Customer, payments shall become due from the date Papé Kenworth prepared to make shipment or delivery. A \$25.00 charge will be made for any check returned to Papé Kenworth unpaid.

**8. Attorney Fees.** In any legal proceeding in connection with this agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs upon trial of any action or suit brought to enforce any provision of this agreement or upon any appeal therefrom. Such fees and costs shall include those incurred as collection costs.

**9. Applicable Law and Proper Forum.** All questions arising in connection with this agreement or the transaction contemplated herein shall be governed by the laws and conflict-of-law rules of the state in which Papé Kenworth's principal office is located. Any legal proceeding in connection herewith shall be instituted in a court of competent jurisdiction in the county of which Papé Kenworth's principal office is located.

**10. Warranties and Limitations.** Any warranties for parts supplied according to the terms herein are strictly given by the manufacturer. Copies of a manufacturer's warranty, if any, which may apply to the parts sold hereby, can be obtained from the parts department of the Papé Kenworth store from which they were purchased. Papé Kenworth warrants the labor performed according to the terms herein to be free from defects in workmanship for a period of 90 days from the date the work was completed or until the equipment has been operated for 25,000 miles following the last day work is performed, whichever occurs first ("Warranty Period"). If a defect in workmanship is found within the Warranty Period, Papé Kenworth will correct the defect at one of its places of business during normal working hours at no cost to Customer. Papé Kenworth's warranty does not extend to any defect, claim or damage attributable to the failure to operate and/or maintain equipment in accordance with the manufacturer's specification, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Papé Kenworth. THE WARRANTIES IN THIS PARAGRAPH 10 ARE THE EXCLUSIVE WARRANTIES GIVEN BY PAPÉ KENWORTH AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. PAPÉ KENWORTH HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. PAPÉ KENWORTH SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF ANY PART OR SERVICE FURNISHED HEREUNDER; NOR WILL PAPÉ KENWORTH BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

**11. Taxes.** In addition to the prices provided herein, the Customer shall pay all federal, state, county and municipal taxes imposed by reason of any sale or lease to which this instrument relates other than taxes upon or measured by net income.

**12. Assignment.** The right to any monies due or to become due hereunder may be assigned by Papé Kenworth, and Customer, upon receiving notice of such assignment, shall make payment as directed.

**13. Waivers.** No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision or of any breach thereof.

**14. Authorization.** The person signing on behalf of the Customer represents to Papé Kenworth that he or she has the authority to enter into this agreement on behalf of the Customer.

**15. Permission to Operate and Responsibility.** Papé Kenworth and its agents are granted Customer's permission to operate the equipment for the purpose of testing or inspection. Papé Kenworth is not responsible for loss or damage to equipment as a result of fire, theft or any other cause whatsoever other than intentional or willful acts of Papé Kenworth's employees.

**16. Type of Agreement.** All merchandise and all work hereunder is for commercial purposes and Customer acknowledges that such merchandise and work are not normally used for personal, family or household purposes.