

OFFER OF SALE-EXPORT

The items described in this document and other document and descriptions provided by Icom North America, LLC (ICOM) its subsidiaries and its authorized distributors ("Sellers") are hereby offered for sale at prices to be established by Seller. This offer and its acceptance by any customer ("Buyer") shall be governed by all of the following Terms and Conditions. Buyer's order for any item describe in its document, when communicated to Seller verbally, or in writing, shall constitute acceptance of this offer. All goods or work described will be referred to as "Products".

1. **Terms and Conditions.** Sellers willingness to offer products, or accept an order for products, to or from Buyer is expressly conditioned on Buyer's assent to these Terms and Conditions and to the terms and conditions set forth on Seller's purchase order and Sales Order Confirmation. Seller objects to any contrary or additional term or conditions of Buyer's order or any other document issued by Buyer.
2. **Price Adjustments: Payments.** Prices stated by Seller are valid for 30 days. After 30 days, Seller may change prices to reflect any increase in its costs resulting from state, federal or local legislation, price increases from its suppliers, or any change in the rate, change, or classification of any carrier. Seller's prices do not include any sales, use or other taxes unless so stated specifically. Unless otherwise specified by Seller, all prices are F.O.B. Seller's New Hudson, Michigan facility and payment is due as per Seller's Purchase Order and Sales Order Confirmation. For any late payments, Buyer shall pay interest on any unpaid invoices at the rate of 1.5% per month or the maximum allowable rate under applicable law.
3. **Delivery Dates: Title and Risk; Shipment.** All delivery dates are approximate and Seller shall not be responsible for any damages resulting from any delay. Regardless of the manner of shipment, title to any products and risk of loss or damage shall pass to Buyer upon tender to the carrier at Seller's facility (i.e., when it's on the truck, it's yours). Unless otherwise stated, Seller may exercise its judgment in choosing the carrier and means of delivery. No deferment of shipment at Buyers request beyond the respective dates indicated will be made except on terms that will indemnify, defend and hold Seller harmless against all loss and additional expense. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyers' changes in shipping, product specifications or in accordance with Section 11 herein.
4. **Warranty.** Seller warrants that the Products sold hereunder shall be free from defects in material or workmanship as set forth in the ICOM LIMITED WARRANTY POLICY attached hereto and made a part hereof. The prices charged for Seller's products are based upon Limited Warranty Policy attached hereto and made a part hereof, and upon the following disclaimer. **DISCLAIMER OF WARRANTY: THIS WARRANTY COMPROMISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO PRODUCTS PROVIDED HEREUNDER. SELLER DISCLAIMS ALL OTHER WARRANTIES EXPRESS AND IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. **Claims: Commencement of Actions.** Buyer shall promptly inspect all Products upon delivery. No claims for shortages will be allowed unless reported to the Seller within 2 days of delivery. No other claims against Seller will be allowed unless asserted in writing within 30 days after delivery, or in the case of an alleged breach of warranty, within 30 days after the date within the warranty period on which the defect is or should have been discovered by Buyer. Any action based upon breach of this agreement or upon any other claim arising out of this sale (other than an action by Seller for any amount due to Seller from Buyer) must be commenced within thirteen months from the date of tender of delivery by Seller, or for cause of action based upon an alleged breach of warranty, within thirteen months from the date within the warranty period on which the defect is or should have been discovered by Buyer.
6. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S WRITTEN CONSENT, EVEN IF SELLER HAS BEEN NEGLIGENT, WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

7. **Contingencies.** Seller shall not be liable for any default or delay in performance if caused by circumstances beyond the reasonable control of Seller.
8. **User Responsibility: Substituting Components.** To ensure the safety and integrity of the Products, no one shall substitute any Products component(s) or part(s) without prior written approval of Seller. Any component or part substitutions, alterations or tampering with the Product shall render the ICOM Limited Warranty Policy null and void. Buyer is solely responsible for assuring that all users follow applicable industry standards and that all performance, endurance, maintenance, safety and warning requirements relating to the Products are met, complied with and/or followed. The user must follow applicable industry standards and product information.
9. **Buyers Obligations: Rights of Seller.** To secure payment of all sums due or otherwise, Seller shall retain a security interest in the goods delivered and this agreement shall be deemed a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller to execute and file on Buyer's behalf all documents Seller deems necessary to perfect its security interest. Seller shall have a security interest in and lien upon, any property of Buyer in Seller's possession as security for the payment of any amounts owed to Seller by Buyer.
10. **Improper use and indemnity.** Buyer shall indemnify, defend, and hold Seller harmless from any claim, liability, damages, lawsuits and costs (including attorney fees), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of; (a) improper selection, improper application or other misuse of Products purchased by Buyer from Seller: (b) any act or omission, negligent or otherwise, of Buyer: or (c) Buyer's failure to comply with these terms and conditions. Seller shall not indemnify Buyer under any circumstance except as otherwise provided.
11. **Cancellation and Changes.** Orders shall not be subject to cancellation or change by Buyer for any reason, except with Seller's written consent and upon terms that will indemnify, defend and hold Seller harmless against all direct, incidental and consequential loss or damage. Seller may change product features, specifications, designs and availability with reasonable notice to Buyer.
12. **Limitation on Assignment.** Buyer may not assign its rights or obligations under this agreement without the prior written consent of Seller.
13. **Entire Agreement.** This agreement with the attached ICOM Limited Warranty Policy, together with Seller's Purchase Order and Sales Order Confirmation, contains the entire agreement between Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of the agreement. All prior contemporaneous written or oral agreements or negotiations with respect to the subject matter are herein merged.
14. **Waiver and Severability.** Failure to enforce any provision of this agreement will not waive that provision nor will any such failure prejudice Seller's right to enforce that provision in the future. Invalidation of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.
15. **Termination.** This agreement may be terminated by Seller for any reason and at any time by giving Buyer thirty (30) days written notice of termination. In addition, Seller may by written notice immediately terminate this agreement for the following. (a) Buyer commits a breach of any provision of this agreement (b) the appointment of trustee, receiver or custodian for all or any part of Buyer's property (c) the filing of a petition for relief in bankruptcy of the other Party on its own behalf, or by a third party (d) an assignment for the benefit of creditors, or (e) the dissolution or liquidation of the Buyer.
16. **Governing Law: Arbitration.** This agreement and the sale and delivery of all Products hereunder shall be deemed to have taken place in and shall be governed and construed in accordance with the laws of the state of Michigan as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Any dispute, claim or controversy arising out of or relating to the Products of this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Detroit, before one arbitrator. The arbitration shall be administered by AAA pursuant to its commercial arbitration rules.

The parties agree to abide by all decision and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and judgment on the award may be entered in any court having jurisdiction. All such controversies, claims or disputes shall be settled in this manner in lieu of action at law or equity; provided however, that nothing in this clause shall be construed as precluding the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall be required to follow applicable law.

IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

17. **Taxes.** Unless otherwise indicated, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of Products.

18. **WHAT IS COVERED.** ICOM warrants all parts and components of its Systems to be free from defects in materials or workmanship. This warranty covers repairs and/or replacements needed to correct defects in materials or workmanship of all parts or components of each new System supplied by ICOM, except for the "EXCLUSIONS" or items listed below under the caption "WHAT IS NOT COVERED".

19. **WHAT IS NOT COVERED.** This warranty will be void in the event of, and does not cover defects, damage, failures or corrosion resulting from, any of the following: accident, theft, fire, driving through water, neglect, improper installation, improper calibration, failure to have scheduled maintenance performed on a timely basis, improper service or repair, improper operation, abuse, misuse, which includes racing of any sort whatsoever, installation of non-ICOM approved parts, accessories or components, transfer of System or component(s) from one vehicle to another, contamination, poor fuel quality, the use of LPG that is not HD5 grade or its equivalent, LPG Dispenser or LPG storage issues, or damage while the System or components is/are in transit. Or if ICOM deems the returned part not to be defective or the supposed defect is a result of a non-Icom issue.

20. **EXCLUSIONS.** This warranty does not cover any parts or components of Systems that contain custom ordered parts that were manufactured to customer specification and/or are not supplied by ICOM.

21. **LIMITATIONS OF WARRANTY & OTHER WARRANTY TERMS.** This warranty does not cover incidental, consequential, or collateral damages, such as loss of the use of the vehicle, towing or diagnostic charges, repair charges, inconvenience, commercial loss, or damages for injury to any person or property other than the System. This warranty is limited to a replacement of the defective part(s) or component(s), or a credit for same from ICOM. Any implied warranties, including warranties of merchantability and fitness for a particular purpose shall be limited to the duration of this written warranty.

22. **MAINTENANCE AND RECORDS.** As a condition of this warranty, the vehicle in which the System is installed in must have been properly used, served and maintained as outlined in the Distributor's owners' manual, a copy of which must be provided to the purchaser of each vehicle that has a System covered by this warranty. As a further condition of this warranty, Distributor must make available copies of all vehicle maintenance records, and invoices and receipts pertaining thereto, for review by ICOM. Failure to do so may result in the denial of warranty coverage.

23. **TERMS, CONDITIONS AND PROCEDURES.** All of the terms, conditions and procedures set forth herein, in the exact form set forth herein, are material terms hereof, and a failure to comply with any of them shall result in voiding this warranty.

23. **ASSISTANCE OUTSIDE OF WARRANTY.** In ICOM's commitment to service and customer satisfaction, ICOM may occasionally offer to repair certain, specific repairs beyond or outside of the terms of the warranty.

24. **NO OTHER WARRANTIES.** There are no other express or implied warranties other than as set forth in this warranty. ICOM does not authorize any person to create for it any other warranty, except as set forth in writing and signed by ICOM.