



BestDrive CONDITIONS OF SALE

(1) CONDITIONS OF SALE.

a. The following are the conditions of sale for all products ("Products") and services ("Services"), if any, sold by BestDrive, LLC ("Seller") to customer ("Buyer"). Any Seller quotation, invoice, or work order is an offer subject to and expressly conditioned upon Buyer's assent to these Conditions of Sale and any terms included on Seller's quotation, invoice or work order, whether assent is in writing or by conduct. Acceptance of or payment for Products or Services shall constitute such assent. "Agreement" shall mean the foregoing Seller offer and Buyer assent. Seller rejects all additional or different terms.

b. Buyer is responsible for the selection of Products, its ability to achieve the results intended with other products, software and/or peripherals of Buyer's design, assembly, or purchase. Buyer also acknowledges that it is responsible for the proper maintenance of the Products and any technical support given by Seller shall be entirely Buyer's responsibility.

c. Buyer is responsible for the selection of Services and shall at all times remain responsible for all purchase, repair, modification or use decisions. Any descriptions, statements, comments or expressions made reflect the opinion or observations of Seller's employees based solely upon data available at the time, subject to inherent limitations of any technologies used, and are not intended, nor can they be construed, as representations or warranties as to the actual circumstances. Buyer is responsible for inspecting Seller's work product (such as assets that Supplier installed, repaired, or otherwise worked on) when it is made available to Buyer and notifying Seller of any potential issues within five (5) business days thereafter.

d. **BUYER IS RESPONSIBLE FOR RECHECKING TORQUE LEVEL OF WHEEL(S) WITHIN THE FIRST 50 TO 100 MILES OF OPERATION AFTER WHEEL INSTALLATION AND/OR SERVICES AND MUST RE-TIGHTEN AS NECESSARY TO THE RECOMMENDED TORQUE LEVEL USING THE PROPER SEQUENCE AND IN ACCORDANCE WITH MAINTENANCE INSTRUCTIONS SET FORTH IN THE WHEEL MANUFACTURER'S MANUAL OR INDUSTRY STANDARDS.** Buyer acknowledges that a torque check be made as part of its vehicle's scheduled maintenance program or at 10,000-mile intervals, whichever occurs first, or shorter or longer intervals as Buyer's fleet experience may dictate.

e. If Buyer distributes or resells any Products or Services, Buyer represents and agrees that Buyer will cause its customer to receive and accept the warranty and remedy limitations set forth herein. Buyer agrees to hold harmless and indemnify Seller from and against any losses, damages and expenses from or relating to Buyer's failure to satisfy its obligations under this paragraph.

(2) PRICES, INVOICES AND PAYMENT.

a. Prices quoted are for the Product and/or Services only, and do not include any amount for Federal, State or Local excise, sales, use, service, occupation, gross income, property or similar taxes, or custom duties, if applicable, all of which are the responsibility of Buyer. Shipping and handling charges shall be paid by Seller and may be invoiced separately to Buyer. Seller shall have the right to include taxes which may be applicable to the prices set forth herein in the event that Buyer does not supply to Seller, prior to sale, appropriate sales, use and Federal excise exemption certificates.

b. Seller reserves the right to change prices from time to time. Products will be billed at prices in effect at the time of shipment, and Services will be billed at prices in effect at the time of performance. Within ten (10) days after notice of a price increase, Buyer may cancel the unshipped portion of any order which is subject to such price increase by providing a written cancellation notice to Seller. Upon such cancellation, Buyer shall have no liability to Seller for the

canceled portion of the order except as to Product manufactured or in process, components procured by Seller from outside sources, and special tooling or equipment for performance of this order.

c. Payment shall be due as stated on the invoice, or in the absence of a stated due date, within thirty (30) days from the date of invoice, without regard to other deliveries.

d. Seller's offer is subject to Seller's current credit policies and practices. Seller reserves the right, in its sole discretion, to approve, disapprove, or change Buyer's credit limit or to impose credit terms.

If at any time Seller determines that Buyer's financial condition or credit is or has become impaired or otherwise unsatisfactory to Seller, Seller may require proof of financial condition, advance cash payments, COD, shorter terms, and/or the posting of satisfactory security by Buyer, and Seller may withhold shipments until Buyer complies with such requirements. In the event of a complete or partial failure to timely pay, Seller may, at its option, (i) revoke any credit extended to Buyer, (ii) suspend all subsequent shipments under open purchase orders until Buyer's account is current, (iii) offset such amount against any payments due or that become due from Seller or its affiliates to Buyer including without limitation payment due Buyer, and (iv) charge default interest on late payments at a rate of 1.5% per month (or such lesser rate as provided by law).

e. Buyer grants to Seller a security interest and right of possession in the Products or in the items where Services are performed until Buyer makes full payment. Buyer will cooperate in whatever manner necessary to assist Seller in perfecting and recording such security interest.

f. Seller may discontinue any Products or Services sold hereunder at any time, unless Buyer and Seller have otherwise agreed in a writing signed by authorized representatives of both parties.

g. If any government action or law should have the effect of establishing a maximum price on the Products to be delivered or Services rendered, Seller may, at its option and without liability to Buyer, terminate its obligations with respect to future shipments or performance upon thirty (30) days written notice.

(3) DELIVERY.

a. All shipments of Products are made Ex-works, Incoterms 2010, Seller's location, freight collect, or as otherwise agreed to between Buyer and Seller. Title and risk of loss or damage to Products shall pass to Buyer at the place of delivery.

b. Delivery dates are best estimates only. Seller reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries or performance.

The obligations of Seller and Buyer (other than Buyer's payment obligation) under this Agreement shall be temporarily suspended in the event of external delays beyond the obligated party's reasonable control, and any failure to perform by that party as a result of any such interference or interruption shall not be deemed default. Performance may be suspended for the period of any such delay. The party whose performance is suspended shall notify in writing the other party within fifteen (15) days of such suspension.

In the event Seller is unable to wholly or partially perform because of any cause beyond its control, Seller may terminate any order without any liability to Buyer.

(4) TERMINATION.

a. Either party may terminate this Agreement if the other party fails to cure a breach of this Agreement within thirty (30) days after written notification to the breaching party of such breach.

b. Either party may terminate this Agreement for convenience upon sixty (60) days prior written notice to the other party.

c. If Seller terminates this Agreement for default, or if Buyer terminates this Agreement for convenience without sixty (60) days prior written notice, Buyer will pay to Seller a cancellation charge consisting of Seller's incurred costs, committed costs and a reasonable contract profit. Buyer may cancel an individual order without terminating the entire Agreement by giving Seller notice of such cancellation, which notice must be received by Seller at least sixty (60) or more days prior to the scheduled shipping date of such order, otherwise Buyer will be responsible for a cancellation charge.

d. Nothing contained in this Agreement shall be deemed to create any express or implied obligation on either party to renew or extend this Agreement or to create any right to continue this Agreement on the same terms and conditions contained in it.

e. The terms and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either or both parties shall so survive the completion of performances and termination or expiration of this Agreement, including the making of any and all payments due under this Agreement.

(5) WARRANTY.

a. Product Warranty Disclaimer; Non-reliance.

(i) Seller represents and warrants that the Products that it supplies hereunder will be new and do not contain used or reconditioned parts, **except for wheels that are sold as used and in "AS IS WHERE IS" condition without warranty.** EXCEPT FOR THE EXPRESS REPRESENTATION AND WARRANTY CONTAINED IN THIS SECTION (5)(a)(i), SELLER, NOR ANY OTHER PERSON ON SELLER'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. To the extent that any Products are not as warranted, then Seller shall at its sole option, and as Buyer's sole remedy, either (1) refund Buyer the purchase price of the non-conforming Products or (2) replace the non-conforming Products.

(ii) Buyer acknowledges and agrees that the Products purchased by Buyer under this Agreement are products that are manufactured by a third party or may contain, be contained in, or incorporated into, attached to or packaged together with products that are manufactured by a third party. For avoidance of doubt, Seller makes no representations and warranties regarding the Products. Buyer's sole recourse with respect to any new Products shall be governed by the manufacturer's warranty.

(iii) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF.

b. Services Warranty.

(i) During the Services Warranty Period, Seller warrants that any installation Services of Products or other Services that it provides hereunder will be performed in a good workmanlike manner. The aforesaid warranty shall not apply to materials, components, supplies, parts or goods manufactured by a party other than Seller nor to any damage, failure or other issues caused by Buyer's failure to comply with Seller's and/or the original manufacturer's instructions, requirements or warranty conditions. All such materials shall be governed solely by the original manufacturer's warranty, and Buyer's sole recourse with respect to

such materials shall be under the original manufacturer's warranty to the extent the warranty is transferrable to Buyer.

(ii) The Services Warranty Period shall commence on the date that the Seller completes and delivers the Services to Buyer and shall expire one (1) business day thereafter.

(iii) To the extent that the Services are not as warranted, then Seller shall at its sole option, and as Buyer's sole remedy, either (1) refund a portion of the price paid for such non-conforming Services or (2) re-perform or correct the non-conforming Services.

(iv) To be eligible for a Services warranty claim, Buyer (1) must make such claim in writing to Seller prior to the expiration of the Services Warranty Period, (2) must upon Seller's request provide Seller a reasonable opportunity to re-perform or correct the non-conforming Services, (3) must upon Seller's request allow Seller to reasonably participate in any root cause analysis conducted in connection with such allegedly non-conforming Services, and (4) must upon Seller's request provide Seller with access to any applicable warranty related data related to the allegedly non-conforming Services.

c. Seller's warranties only extend to the Buyer. No other party shall be a third party beneficiary thereof, nor be entitled to make a warranty claim or similar claim against the Seller.

d. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, AND NON-INFRINGEMENT, ARE EXCLUDED. SELLER DOES NOT WARRANT THAT ANY PRODUCT OR SERVICES SHALL BE INTEROPERABLE OR COMPATIBLE WITH ANY OTHER PRODUCT OR SERVICES, AND BUYER IS SOLELY RESPONSIBLE FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING FROM THE USE OF PRODUCTS OR SERVICES IN CONJUNCTION WITH OR AS A COMPONENT OF ANY OTHER PRODUCT OR SERVICES OF BUYER OR ANY THIRD PARTY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR BREACH OF WARRANTY, EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTIES REFERENCED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OF THE SELLER. Seller disclaims any and all liability for or related to: (1) equipment or products or personnel not supplied or manufactured by Seller hereunder, including but not limited to equipment and products that are attached to, combined with or used in conjunction with the Products, (2) any system or the operation thereof into which the Products or Services are incorporated, (3) any designs, specifications or requirements provided by Buyer, (4) Services performed in connection with products that are not manufactured by Seller, (5) defects resulting from misuse, abuse, careless handling, defacement, modifications, or alterations by any person other than Seller, and (iv) defects resulting from failure to observe or follow any product information or instructions provided by Seller.

e. These warranties shall not be enlarged absent specific written agreement signed by Buyer and Seller, and no obligation or liability shall arise out of Seller's rendering of technical advice and/or assistance.

f. If Buyer claims that any Products are non-conforming with Buyer's order in any way, Buyer shall give notice in writing to Seller or such claim within ten (10) days of Buyer becoming aware of such claim. Buyer hereby agrees that unless Buyer notifies Seller in writing within ten (10) calendar days of shipment, there shall be a presumption that Products conforming to the goods ordered were received by Buyer.

g. Buyer acknowledges that Seller has furnished to Buyer product information which includes warnings and safety and health information concerning the Products. Buyer represents and agrees

that it will disseminate such information so as to give warning of possible hazards to persons whom Buyer can reasonably foresee may receive exposure to such hazards, including, but not limited to, Buyer's employees, agents, contractors, and customers.

h. Buyer represents and acknowledges that Buyer used its own knowledge, skill, judgment, expertise and experience in (i) the selection of the Products and/or (ii) in the selection or provision of Services; and Buyer represents and acknowledges that Buyer does not rely on any oral or written statements, representations, or samples made or presented by Seller, its employees, agents and/or representatives to Buyer.

(6) LIMITATION OF LIABILITY.

a. No action shall be brought for any breach of this Agreement more than one (1) year after the accrual of such cause of action.

b. Seller's total liability arising out of or related to this Agreement whether for breach of contract, warranty, Seller's negligence, strict liability in tort or otherwise, is limited to the price of the particular Products or Services sold hereunder with respect to which losses or damages are claimed. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES whatsoever arising out of, caused by or related in any way to the breach of any of its obligations under this Agreement, even if the party has been advised of the possibility of such damages. The parties expressly agree that the above limitation on damages is an allocation of risk constituting in part the consideration for this Agreement.

(7) CONFIDENTIAL INFORMATION. To the extent that protection of information or materials to be transferred pursuant to this Agreement is covered by an existing confidentiality agreement, the existing agreement shall apply. Otherwise, the following terms shall apply: Seller may furnish to Buyer information and materials (collectively, "Information") that Seller deems as confidential or proprietary. Buyer may not disclose such Information to any third party except to its employees who may require use of the Information in the performance of their duties, and Buyer may use such Information only as authorized by Seller. Buyer's obligations with respect to such Information shall continue for five (5) years after receipt of the Information.

(8) IMPORTATION AND EXPORTATION. Buyer shall comply with all applicable export control laws and shall not, directly or indirectly export, reexport, resell, ship, or divert any Products, Information, Services, technical data, or software furnished hereunder to any person, entity, project, use, or country in violation of the laws or licensing requirements of the United States or any other appropriate national authority. Buyer shall indemnify and hold Seller harmless for any and all claims, demands, cost, fines, penalties, fees, expenses, or losses arising from Buyer's failure, intentional or unintentional, to comply with the foregoing paragraph.

Except to the extent and in a manner specifically agreed by Seller in advance in a signed writing executed by an authorized representative of Seller, Buyer shall in no event (a) provide to Seller any products, information, materials, software, data, or technology ("Materials") subject to restrictions on exportation or disclosure pursuant to U.S. export control laws, including but not limited to the Export Administration Regulations ("EAR"), the International Traffic in Arms Regulations ("ITAR"), or U.S. trade sanctions (such Materials being collectively referred to herein as "Export Controlled Materials"), or (b) require Seller to modify, sell or otherwise take action with respect to Export Controlled Materials.

In the event any Products are exported or re-exported from Canada, the Buyer shall comply with all applicable laws, regulations and policies, and shall apply for and receive applicable export permits prior to exportation. This includes, but is not limited to, laws relating to U.S. re-export permits and country sanctions. Any export, directly or indirectly, which is affected contrary to Canadian export control

laws, or any other applicable law, regulation or policy, is prohibited. To the extent that the Canadian Buyer handles ITAR-controlled and related U.S. goods, it shall register where required with the Controlled Goods Directorate of Canada and abide by all applicable rules and laws in relation to same.

(9) COMPLIANCE. In the event that Buyer elects to sell Products or Services to the U.S. Government or any state, local or non-U.S. Government entity, or to a prime contractor or other subcontractor selling to such entities, Buyer does so solely at its own option and risk. Buyer remains exclusively responsible for compliance with all contractual obligations and laws governing such sales and agrees not to obligate Seller as a subcontractor or otherwise to such entities. Further, Seller makes no representations, certifications or warranties whatsoever with respect to the ability of its Products, Services, or prices to satisfy any such statutes, regulations, or contractual obligations.

(10) GENERAL.

a. Buyer agrees that these Conditions of Sale and any terms included on Seller's quotation, invoice or work order are the exclusive statement of the terms and conditions of the agreement between the parties and that they supersede all proposals and other communications between the parties, oral or written, relating to the subject matter hereof.

b. No modifications hereto shall be effective unless they are agreed upon in writing by both parties.

c. Except as specifically provided in these Conditions of Sale, Buyer shall have no right to return Products or Services to Seller.

d. The failure of either party to insist in any one or more instances upon the performance of any of the terms, covenants, or conditions in this Agreement or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of any such right.

e. No right, interest or obligation in this Agreement may be assigned or delegated by either party without the written permission of the other party. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors. Seller may assign this Agreement, in whole or in part, and without consent to (a) any affiliate or (b) a third party in the event of merger, stock sale, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all the assets of Seller to such third party.

f. If any provision of this Agreement is contrary to, prohibited by or held invalid by any law, rule, order or regulation of any government or by the final determination of any State or Federal court, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

g. Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this Agreement.

h. This Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan, without reference to principles of choice and conflicts of laws. The parties agree that the sole and exclusive venue for all disputes, claims or causes of actions shall be within the geographic bounds of the U.S. District Court for the Eastern District of Michigan. Buyer and Seller exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

i. The parties agree that any claim or dispute arising from this transaction will be submitted to non-binding mediation prior to initiation of any formal legal process. Such mediation will occur in Auburn Hills, Michigan, and the parties will bear their own expenses concerning the mediation.