

# TERMS OF SALE

All transactions between you, the customer (“Customer”) and Dakota Bodies, LLC (“Dakota Bodies”) are subject to the following General Terms and Conditions and the Dakota Bodies Limited Warranty:

1. All prices are expressed in United States dollars and do not include freight. Prices are subject to change without notice and prices in effect at time of delivery/ shipment will apply. Prices DO NOT include any applicable taxes.
2. Special quotations given on items are valid only for the period specified in writing, or 30 days if no period is specified in writing.
3. Unless otherwise agreed to in writing by Dakota Bodies and Customer, terms are payment on invoice and/or shipping date.
4. Invoices not paid within agreed terms of invoice date will bear interest at the maximum contractual rate of interest. If unpaid, amounts are turned over to an attorney or a collection agency for collection, and Customer shall pay all costs of collection, including reasonable attorneys’ fees and court costs.
5. Title to items sold and risk of loss and damage shall pass to Customer upon delivery by Dakota Bodies to common carrier or Customer, as the case may be, except that title to (but not risk of loss) shall not pass, in the case of items supplied upon credit terms, until payment in full has been received by Dakota Bodies.
6. Distributor agrees to assume all risk incident to the care, handling and use of all products purchased; and warrants, by purchase of an item, that Customer is familiar with the item and its proper use. Before using an item, the Distributor shall give such item reasonable and prudent examination and/or tests to determine the suitability of item for Distributor’s intended use. Any item delivered to Distributor shall be deemed accepted by Distributor unless written notice of defect or nonconformity is received by Dakota Bodies within thirty (30) days of date of delivery. Distributor assumes all risk and liability in connection with an item from time of delivery to Distributor.
7. Distributor agrees to indemnify Dakota Bodies and save and hold Dakota Bodies harmless and free from liability against any and all claims, damages or assertion of liability of every nature whatsoever to person or property arising out of, or in connection with, the handling or use of all such products as Dakota Bodies may cause to be delivered to Distributor, including, but not limited to any and all claims based on asserted defects of material or workmanship of such products.
8. Dakota Bodies does not warranty any products, components or parts not manufactured by Dakota Bodies. The Dakota Bodies Limited Warranty does not cover damage caused by disasters such as fire, flood, wind and lightning; damage caused during shipment; issues created by or from improper installation of its products; structural damage to our

products from the use of aerial or digger derrick products mounted in conjunction with the bodies; any other abuse or misuse by Customer; or defects, damages or issues caused by failure of Customer to follow all instructions, maintenance schedules, or warnings provided with the equipment, material or supplies.

9. **UNLESS PROHIBITED BY APPLICABLE STATE LAW, DAKOTA BODIES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. NO ONE, INCLUDING AN AUTHORIZED DAKOTA BODIES DEALER IS AUTHORIZED TO MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF DAKOTA BODIES, LLC.**

10. **UNLESS PROHIBITED BY APPLICABLE STATE LAW, DAKOTA BODIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE EQUIPMENT, MATERIALS OR SUPPLIES OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, MATERIALS OR SUPPLIES, FACILITIES OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES INCLUDING THE CUSTOMERS OF CUSTOMER, AND INJURY TO PROPERTY. THIS LIMITATION DOES NOT APPLY TO DAMAGES CAUSED BY BREACH OF WARRANTY OF TITLE.**

11. Any action for any breach of contract by Dakota Bodies or any breach of warranty must be commenced within 365 days of the date the tender of delivery of the equipment, materials or supplies is made to Customer.

12. This agreement allocates the risk of product failure between Dakota Bodies and the Distributor. This allocation is recognized by both parties and is reflected in the price of the goods. The Distributor acknowledges that it has read this agreement, understands it and is bound by its terms.

13. Possession of price lists, brochures, manuals or other Dakota Bodies documents does not constitute an offer by Dakota Bodies to sell at the prices shown.