



GENERAL TERMS AND CONDITIONS OF SALE

1. **APPLICABILITY.** These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by Reading Truck Body, LLC and/or Reading Truck Equipment, LLC (collectively and individually, "Reading") to the buyer of Goods ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
2. **ENTIRE AGREEMENT AND AMENDMENT.** The accompanying Sales Order Acknowledgement (the "Sales Confirmation" and these Terms, collectively, this "Agreement") comprise the agreement between the parties, and supersede all prior or contemporaneous understandings, agreements and negotiations. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Buyer's terms are specifically rejected. These Terms may be amended or modified only in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.
3. **VEHICLE.** Reading manufactures all bodies to conform to applicable U.S. Federal Motor Vehicle Safety Standards in effect at the time of manufacture. Buyer and/or end-user is responsible for ensuring that any vehicle to which the Goods are attached or become part of, shall meet all applicable federal, state and local rules, regulations and laws, including governing safety equipment laws, cargo securement and accessories.
4. **ENGINEERED UNITS.** For any Goods ordered by Buyer that are engineered units, engineered drawings must be completed and submitted to Buyer for approval. The delivery date and cost adjustments may be applicable for such engineered units and will be determined after receipt by Reading of signed approval from the Buyer.
5. **CHANGES OR CANCELLED ORDERS.** Any changes by the Buyer from Goods ordered or from Signed Approved Drawings may result in additional charges and costs to the Buyer. Any such changes may also affect the delivery date for the Goods (including any pilot units if one is ordered). Any cancelled orders are subject to a charge for time and materials incurred by Reading plus a 25% restocking fee. All such charges and costs will be billed to Buyer and shall be paid by the Buyer in accordance with the Payment Terms provided herein.
6. **DELIVERY AND SHIPPING.**
 - a. Unless otherwise agreed in writing by the parties, Reading shall deliver the Goods Ex-Works to Reading's plant in Reading, Pennsylvania or such other place of manufacture of the Goods as Reading may establish from time to time (the "Delivery Point") using Reading's standard methods for packaging and shipping such Goods. Buyer shall remove and take delivery of the Goods within five (5) calendar days after Reading's written notice ("Release Notice") that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all freight, shipping, insurance, handling and loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. If for any reason Buyer fails to accept delivery of any of the Goods pursuant to these Terms or other notice that the Goods have been delivered at the Delivery Point, or if Reading is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, titles, documents, licenses or authorizations:
 - i. risk of loss to the Goods shall pass to Buyer;
 - ii. the Goods shall be deemed to have been delivered and;
 - iii. Reading, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, lot lease expenses and insurance). If within 14 days after Release Notice, Buyer fails to remove any vehicles to which the Goods are attached or any vehicles delivered to Buyer, the Buyer shall pay Reading all costs and expenses associated with maintaining the vehicle in satisfactory (road-worthy) condition.
 - b. Reading may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
 - c. Reading shall have no liability for damage, delay or loss of any Goods after delivery of the Goods to common carrier, regardless of whether Reading charges Buyer for freight or pays for freight. Buyer acknowledges that all such claims for damage, delay or loss caused by the carrier shall be made against the carrier only.
7. **NON-DELIVERY.** Any shipment date given is approximate and not a guarantee of a particular day of delivery. Seller shall not be liable for any non-delivery or delay in delivery of Goods (even if caused by Reading's negligence). Reading shall have the right to extend the date of delivery after any period of delay and Buyer shall accept delivery at the agreed price when the cause for the delay is removed. Buyer shall have the right to apportion



its production among its customers in Reading's sole discretion. Any liability of Reading for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

8. TITLE AND RISK OF LOSS. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point.
9. INSPECTION AND REJECTION OF NONCONFORMING GOODS.
 - a. Buyer shall inspect the Goods within ten (10) days after delivery of Goods as provided herein and within five (5) days after delivery for any claim of a shortage of Goods and before the Goods or any part of the Goods has been changed from its original condition or attached to a vehicle by Buyer ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Reading in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Reading. In the event, Buyer provides timely notice of Nonconforming Goods, Buyer shall hold the Goods and allow Reading an opportunity to inspect the Goods. In no event, shall Nonconforming Goods be returned to Reading without its prior consent and approval. "Nonconforming Goods" means only the following:
 - i. product shipped is different than identified in Buyer's purchase order;
 - ii. product's label or packaging incorrectly identifies its contents, or
 - iii. there is a shortage.
 - b. If Buyer timely notifies Reading of any Nonconforming Goods, Reading shall, in its sole discretion,
 - i. replace such Nonconforming Goods with conforming Goods, or
 - ii. credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Delivery Point. If Reading exercises its option to replace Nonconforming Goods, Reading shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
 - c. Buyer acknowledges and agrees that the remedies set forth in Section 9(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 9(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Reading.
10. PRICE. Buyer shall purchase the Goods from Reading at the prices (the "Prices") set forth in Reading's published price list in force at the time of the order. Reading reserves the right to change such Prices or impose surcharges (including as a result of increases in steel, aluminum or other commodity prices) at any time without prior notice. All Prices are exclusive of all freight, insurance, tags, titles, licenses, inspections, sales, use and excise taxes, and any other similar taxes, fees, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Reading's income, revenues, gross receipts, personnel or real or personal property or other assets. Buyer is responsible for costs of tags, title, licensing and inspection for all Goods.
11. PAYMENT TERMS. Buyers with approved credit terms shall pay all invoiced amounts due to Reading within thirty (30) days after the date of Reading's invoice. All other Buyers shall pay 25% of deposit at the time of order and the balance shall be due and payable upon Release Notice. Buyer shall make all payments hereunder by wire transfer, Automatic Clearing House (ACH), certified check or money order and in US dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. If payment is made by means of a credit card, a 5% surcharge shall be applied. Buyer shall reimburse Reading for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Reading does not waive by the exercise of any rights hereunder), Reading shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Reading, whether relating to Reading's breach, bankruptcy or otherwise.
12. NO WARRANTY. READING MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY
 - a. WARRANTY OF MERCHANTABILITY; OR,
 - b. WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
13. LIMITATION OF LIABILITY.
 - a. IN NO EVENT SHALL READING BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT,



- INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT READING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b. IN NO EVENT SHALL READING'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO READING FOR THE GOODS SOLD HEREUNDER.
14. WAIVER. No waiver by Reading of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Reading. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
15. CONFIDENTIAL INFORMATION. All non-public, confidential or proprietary information of Reading, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Reading to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Reading in writing. Upon Reading's request, Buyer shall promptly return all documents and other materials received from Reading. Reading shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is:
- in the public domain;
 - known to Buyer at the time of disclosure; or
 - rightfully obtained by Buyer on a nonconfidential basis from a third party.
16. ASSIGNMENT. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Reading. Any purported assignment or delegation in violation of this Section is null and void.
17. RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
18. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
19. GOVERNING LAW. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
20. SUBMISSION TO JURISDICTION. Any legal suit, action or proceeding arising out of or relating to this Agreement may be instituted and shall be maintained only in the federal courts of the United States of America or the courts of the Commonwealth of Pennsylvania in each case located in the City of Reading, County of Berks, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
21. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
22. SURVIVAL. Provisions of these Terms which, by their nature, should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidential Information, Governing Law, Submission to Jurisdiction and Survival.