

**TRADESTAR CORPORATION
GENERAL COMMERCIAL TERMS & CONDITIONS**

- 1. SUBJECT OF TERMS AND CONDITIONS.** The following general commercial terms and conditions (“Terms and Conditions”) are applicable to the quotation and sale of all equipment, materials and parts, or services rendered, by Tradestar Corporation (“Tradestar”) to or for any customer of Tradestar (the “Buyer). These Terms and Conditions are applicable to all quotations and commercial transactions in which Tradestar is a party unless otherwise expressly modified in writing and acknowledged and signed by an officer of Tradestar and the Buyer. These Terms and Conditions shall be governed by the laws of the State of Utah.
- 2. MANUFACTURING.** Tradestar will manufacture truck bodies, plant or other equipment and/or products ordered by the Buyer (“Products”) at its facilities located in Salt Lake City, Utah, as set forth in the applicable quotation and in accordance with the technical specifications and designs agreed upon in writing by Tradestar and the Buyer. Tradestar and the Buyer shall undertake to negotiate in good faith any technical or design changes that the Buyer may wish to make to the technical specifications, including any schedule adjustments or engineering change orders (ECOs), if applicable, and the corresponding changes in pricing. Tradestar shall inform the Buyer regarding progress in manufacturing the Products upon request.
- 3. SERVICE.** Tradestar will perform technical services (“Services”) for the Buyer including the commissioning, repair, maintenance, or rebuilding of truck or plant equipment, or other technical work or services as may be requested by the Buyer’s in accordance with Buyer’s needs. Technical services will be separately and clearly set forth in the quotation and are subject to these Terms & Conditions.
- 4. SPARE PARTS.** Tradestar will supply spare parts (“Spare Parts”) to Buyer as may be required or ordered by Buyer to assure that Products and equipment are maintained in good working order in the field. Tradestar will undertake to supply Spare Parts to Buyer in accordance with Buyer’s order for such parts on a competitive and timely basis. At Buyer’s request, Tradestar will provide Buyer with a formal quotation for Spare Parts. Phone orders will generally be handled by issuance of a standard sales order. All sales of Spare Parts are subject to these Terms & Conditions.
- 5. PRICING.** All prices quoted by Tradestar for Products, Services and Spare Parts are good for thirty (30) days, unless otherwise expressly stated in the quotation. Applicable taxes, packaging, shipping and other charges will be separately stated in the quotation. All quotations and sales orders are subject to these Terms and Conditions.
- 6. TAXES.** The amount of the present or future sales, revenue, excise or other taxes applicable to the sale of the Products, Services and Spare Parts shall be separately stated in the quotation and added to the purchase price. The Buyer shall pay Tradestar such taxes unless it provides Tradestar with a tax exemption certificate acceptable to Tradestar and the applicable taxing authorities.
- 7. QUOTATIONS, PURCHASE ORDERS AND CONTRACTS.** Tradestar is primarily an engineer to order company. Tradestar will work closely with Buyer to prepare a quotation for Products, Services and Spare Parts in accordance with Buyer’s request and application. A detailed specification of the Products, Services and Spare Parts will accompany the quotation. Tradestar will not commence any work for Buyer, or provide Buyer with any Products, Services or Spare Parts, without a valid purchase order issued to Tradestar by the Buyer, which purchase order shall clearly identify

and reference the applicable quotation, specifications and designs which have been agreed to by Tradestar and Buyer. The Buyer understands and agrees that these Terms and Conditions shall prevail where such Terms and Conditions conflict with the terms and conditions set forth in Buyer's purchase order. Buyer's purchase order shall become Tradestar's prima facie evidence of Buyer's acknowledgement and acceptance of the applicable quotation, specifications and designs, and these Terms & Conditions. Tradestar will acknowledge and accept Buyer's purchase order in writing. Alternatively, in lieu of a purchase order, Tradestar and Buyer may execute a comprehensive contract of sale, which contract shall incorporate and reference the applicable quotation, specifications and designs, and these Terms and Conditions.

- 8. SPECIFICATIONS, DESIGNS AND DRAWINGS.** Detailed specifications, designs and drawings related to the quotation provided by Tradestar to Buyer are the property of Tradestar and are subject to the Confidentiality provisions of these Terms and Conditions. The development of drawings is a normal and necessary part of Tradestar's manufacturing process. Drawings are generally derived from other drawings which have been previously developed, modified, improved, and in which much time and effort has been invested. Accordingly, there may not be a direct correlation between the man hours invested in the Buyer's project and the related drawings. Buyer may not use any specifications, designs or drawings developed by Tradestar and provided to Buyer for bidding, construction, or disclosure to third parties without the prior written consent and approval of Tradestar. In addition, Buyer may not use drawings directly or indirectly in any way detrimental to or in competition with Tradestar.
- 9. DELIVERY.** Generally, Tradestar shall deliver its manufactured Products to Buyer at its facilities in Salt Lake City, Utah, USA, in accordance with EX-WORKS, INCOTERMS 2010. Products shall be deemed delivered to the Buyer when Tradestar has completed the manufacture of the Products and places the Products at the disposal of the Buyer at Tradestar's facilities in Salt Lake City, Utah, USA.
- 10. SHIPPING.** Generally, Tradestar shall deliver Products to Buyer at its facilities in Salt Lake City, Utah, USA, in accordance with EX-WORKS, INCOTERMS 2010 (see Paragraph 5). Notwithstanding, at Buyer's request, Tradestar may provide Buyer with a freight quote to ship Products to a destination designated by the Buyer. Such freight quotation will delineate in detail the terms and conditions for shipment and the respective responsibilities of Tradestar and the Buyer with respect to such shipment. All shipments managed by Tradestar on behalf of the Buyer shall be prepaid. If the Buyer accepts Tradestar's freight quotation, the Buyer shall issue a purchase order to Tradestar acknowledging its acceptance and shall pay Tradestar in advance of shipment all shipping costs and expenses incurred (or projected to be incurred) by Tradestar in connection with such shipment.
- 11. PAYMENT AND CREDIT.** Generally, a down-payment equal to 30% of the contract price (or purchase price) of Products, Services or Spare Parts is required to be paid in advance of any work performed. The balance of the contract price for manufactured Products shall be due on or before the EX-WORKS date. The balance of the contract price for Services and Spare Parts is due net 30-days. Tradestar shall conduct a credit evaluation of the Buyer, and may, in its sole discretion, establish credit terms with Buyer as it deems appropriate under the circumstances. Tradestar may alter or suspend credit at any time, refuse shipment, cancel any unfilled order, or take any other action available to it when the Buyer's credit is deemed to be unsatisfactory.
- 12. WARRANTY.** Tradestar warrants that its products and services will be free from material defects in materials and workmanship for the applicable warranty period, as stated in its LIMITED WARRANTY AGREEMENT Rev. 15 July 2014. Except as to title, Tradestar makes no other

warranties, expressed, implied or statutory, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. Under no circumstances shall Tradestar be liable for special, indirect, incidental or consequential damages, expenses, losses or delays no matter how caused. See Tradestar's LIMITED WARRANTY AGREEMENT attached hereto.

- 13. TERMINATION AND CANCELLATION.** After the Buyer has accepted a quotation, either by issuance of a valid purchase order or by other contractual means, the Buyer may cancel the order only with the written consent of Tradestar and the Buyer agrees to immediately pay any amounts owed Tradestar for work performed and material or parts used to the date of cancellation.
- 14. CONFIDENTIALITY.** The content, pricing, terms and conditions of any commercial transaction between Tradestar and the Buyer shall be kept strictly confidential for a period of two (2) years from the date of the commercial transaction. Any documents, quotations, designs, specifications, pricing or other information delivered by one party to the other in connection with any commercial transaction shall be kept strictly confidential by the receiving party. The parties agree to limit the distribution of any proprietary information received by them in connection with the performance of their obligations hereunder to those responsible officers, employees, agents or professional advisors (all of whom shall be informed of the confidentiality thereof and shall agree to keep such information confidential) only as far as is necessary for the completion of the applicable commercial transaction.
- 15. SECURITY INTEREST IN GOODS AND RIGHT OF POSSESSION.** Tradestar shall have a lien on all Products sold to the Buyer in the amount of any unpaid balance. In the event of a default by the Buyer, belief by Tradestar that the Buyer may not be able to meet its obligations hereunder, material financial deterioration of the Buyer, or delay by the Buyer in taking delivery, Tradestar may, in its sole discretion and without the necessity of any other proceeding, withhold shipment, recall Products in transit, repossess Products already delivered, and the Buyer acknowledges and consents that all Products so withheld or repossessed shall be the sole property of Tradestar until such time as all amounts due Tradestar by the Buyer have been paid.
- 16. RETURN OF PRODUCTS AND SPARE PARTS.** Manufactured Products are subject to Tradestar's Limited Warranty Agreement and may not be returned to Tradestar for a refund. New Spare Parts may be returned to Tradestar freight prepaid within 90-days of purchase for a refund. Applicable re-stocking fees will be assessed and deducted from the refund. Used Spare Parts may not be returned unless the parts are defective. Tradestar will undertake to assist the Buyer in replacing all defective parts. However, warranty claims for defective components, accessories or spare parts manufactured, sourced, serviced or warranted by third party manufacturers must be submitted directly to the respective third-party manufacturer or supplier.
- 17. NO WAIVER.** No waiver by Tradestar of any default by Buyer under any of these Terms and Conditions shall be deemed a waiver of any subsequent default. Tradestar reserves any and all rights and remedies available hereunder with respect to any such subsequent default or breach of these Terms and Conditions by the Buyer.
- 18. FORCE MAJEURE.** Tradestar and the Buyer shall not be responsible or liable to the other for failure or delay in performance hereunder due to any war, fire, accident or other casualty, or act of God or the public enemy, or any other contingency beyond the party's reasonable control. In the event this Paragraph becomes effective, the party failing or delaying performance shall use its commercial best efforts to expeditiously eliminate, cure or overcome any such causes and resume performance of its obligations hereunder.

19. NOTICES. All notices, requests, demands, and other communications between Tradestar and Buyer shall be in writing and shall be sent by facsimile, or sent by certified or first class mail, postage prepaid, or by overnight courier.

20. ENTIRE AGREEMENT. The acceptance by Buyer of Tradestar's quotation, specifications and designs, and these Terms and Conditions and LIMITED WARRANTY AGREEMENT, and the acceptance by Tradestar of Buyer's purchase order identifying and referencing such quotation, specifications and designs, these Terms and Conditions and LIMITED WARRANTY AGREEMENT, shall constitute the final expression of the commercial agreement between Tradestar and the Buyer with respect to the sale of Products, Services and/or Spare Parts by Tradestar to the Buyer. This agreement shall not be modified except in writing signed by an officer of Tradestar and the Buyer.

ACKNOWLEDGEMENT:

BUYER: _____

BY: _____

ITS: _____

DATE: _____