

1. DEFINITIONS. "Seller" means E-Pak Manufacturing, LLC and its designated subsidiaries and affiliates. "Buyer" means the person or entity that places an order with Seller for the sale of Goods. "Goods" mean all products, goods, and services ordered by Buyer or delivered by Seller. "Bad Standing" means a determination by Seller, in Seller's sole and absolute discretion, that Buyer's current account with Seller is in bad standing, taking into account, but not limited to, the following factors: Buyer's history of slow payment, outstanding balances that are well past due, failure by Buyer to timely provide ancillary paper work, and slow pick up on Goods scheduled for Buyer pick up. "Order" means and includes the purchase order placed by Buyer with Seller for the order of Goods, these standard Terms and Conditions of Sale and any other documents specifically made a part of the Order. All Goods sold and delivered by Seller to Buyer are expressly subject to the description and the terms and conditions set forth on the Order and the Terms and Conditions of Sale set forth herein (collectively referred to as the "Terms").

2. SALE. SALE AND DELIVERY OF SELLER'S GOODS ARE CONDITIONED ON BUYER'S ACCEPTANCE OF THE TERMS. NO ADDITIONAL OR DIFFERENT TERMS OFFERED BY BUYER SHALL BE OR BECOME PART OF THIS ORDER, AND ANY SUCH TERMS ARE HEREBY REJECTED. THE TERMS SHALL NOT BE MODIFIED WITHOUT THE EXPRESS WRITTEN APPROVAL OF SELLER. BUYER'S FAILURE TO IMMEDIATELY OBJECT IN WRITING TO THE TERMS SHALL BE DEEMED ACCEPTANCE HEREOF AND SHALL CONSTITUTE A WAIVER OF ANY PRIOR OR SUBSEQUENT TERMS OR CONDITIONS REQUESTED BY BUYER.

3. PRICES AND TAXES. All prices for the Goods are subject to change or withdrawal without notice to Buyer. Unless otherwise stated by Seller, prices and terms of payment will be those set forth on the Order. Prices may not include all applicable taxes. Final tax calculations will be made and charged on the final invoice, unless Buyer has provided Seller with a valid sales tax exemption certificate for the delivery destination acceptable to the applicable taxing authorities. Any taxes which Seller may be required to pay or collect upon the sale, delivery, storage, processing, use, or consumption of any of the Goods covered hereby shall be for the account of Buyer who shall promptly pay Seller for the amount thereof upon Seller's demand.

4. PAYMENT AND INTEREST CHARGES. With approved credit in accordance with Section six (6) hereof, terms are net thirty (30) days from date of invoice. If thirty (30) day terms are not extended, all orders shall be deemed cash before delivery ("CBD"). CBD means payment in full of the invoice amount prior to delivery of the Goods. Terms of payment are as specified on the Order. A charge of one and one-half percent (1.5%) per month (eighteen percent annually) may be charged on all past-due amounts (or the maximum amount permitted under applicable state or federal law, whichever is lower). A charge of three and one-half percent (3.5%) will be assessed on all payments made by credit card.

5. DEPOSITS. A deposit of fifteen percent (15%) of the total amount set forth on the Order shall be required for the following: 1) All orders of Goods from new customers (i.e. customers who have not previously placed an order with Seller); 2) All existing customers in Bad Standing on orders over \$25,000.00; 3) all orders for customized Goods; and 4) all trailer sales. Each deposit shall be due no later than two weeks following the Order. If the deposit is not received within the two week period, Seller reserves the right to drop said order to the end of Seller's current manufacturing schedule. For orders requiring multiple shipments, deposits will be applied evenly to each shipment. All deposits become nonrefundable after the start of production of the Goods.

6. CREDIT APPROVAL. All sales and shipments are subject at all times to credit approval by Seller. Credit approval may be suspended or revoked at any time without notice to Buyer, in Seller sole and absolute discretion.

7. DELIVERY. Any specified shipping and delivery dates are based upon Seller's estimates, are approximations only, and cannot be guaranteed. Seller expressly reserves the right to change quoted lead time on all Goods, in Seller's sole and absolute discretion. Seller shall have no responsibility or liability for damages that may be incurred due to delay in shipment or delivery. Buyer agrees that Seller's statement shall be conclusive as to the Seller's actual delivery and Buyer's receipt and acceptance of all Goods indicated thereon, unless Buyer objects in writing within five (5) days of the date of the statement on which the invoice first appears. Notwithstanding the foregoing, Seller's failure to reflect any sale, transaction, or credit on any statement shall not limit or otherwise affect Seller's ability to later adjust Buyer's account balance to reflect said sale, transaction, or credit. All trailer orders and orders of Goods from new customers shall be deemed CBD. Seller hereby reserves the right to withhold delivery of trailers and Goods to CBD customers until full payment is received by Seller. All Goods designated as customer pick up which are not picked up within ten (10) business days after completion of the Goods, may be resold and/or charged a stocking fee of one and one-half percent (1.5%) per month.

8. CANCELLATION OF ORDER. With Seller's written consent, Buyer may cancel its order upon the payment of a cancellation charge provided, however, specially ordered or custom Goods are not subject to cancellation and Seller reserves the right, in its sole discretion, to withhold consent on a cancellation request in connection with an order for specially ordered or custom Goods. In the event Buyer cancels an order with Seller's written consent, Seller reserves the right to charge Buyer a restocking fee of ten percent (10%) to fifteen percent (15%) of the order price, in Seller's sole discretion.

9. VARIATION IN SIZES OF GOODS. Due to manufacturing and commercial variations of applicable materials used to manufacture Goods, the actual volume of the Goods may vary. All materials and sizes of Goods represented in the Order, manuals, or other sales literature are nominal representations only, and are expressly subject to variation upon final delivery of the Goods. Seller shall not be liable to Buyer in any way for variations in the sizes of Goods as a result of commercial and manufacturing variations of applicable materials.

10. GOODS SUBJECT TO PRIOR SALE. The availability of any Goods quoted for sale are subject to a proper sale in which case the quote shall be deemed withdrawn.

11. FREIGHT AND TITLE AND RISK OF LOSS. Unless otherwise stated on the Order, all Goods are shipped FOB Seller's dock with all risk of loss or damage after tender of the Goods by Seller to the carrier at Seller's dock being the responsibility of Buyer (including responsibility for such damage or loss that occurs during shipment). Seller reserves the right to make delivery of the Goods in installments. In each case, title and risk of loss shall pass from Seller to Buyer when the shipment is tendered by Seller to the selected carrier. Seller reserves the right to select the mode of transportation and the carrier. All freight and shipping charges shall be as set forth on the face of the invoice.

12. WARRANTY AND LIMITATION OF LIABILITY. SELLER MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), EXCEPT FOR THE LIMITED WARRANTY ON TRAILER SALES AS CONTAINED IN THE TRAILER MANUAL FOR EACH TRAILER SOLD AND AS INCLUDED ON SELLER'S WEBSITE AT <https://www.epakmanufacturing.com/warranty>, IN CONNECTION WITH THE MANUFACTURE OR SALE OF GOODS. ALL GOODS ARE SOLD, SUBJECT TO BUYER'S INSPECTION AND JUDGMENT, IN AN AS IS CONDITION, AND USAGE THEREOF IS DONE AT BUYER'S SOLE RISK. NO EMPLOYEE, DISTRIBUTOR, OR REPRESENTATIVE IS AUTHORIZED TO CHANGE THIS PROVISION IN ANY WAY OR GRANT ANY WARRANTY ON BEHALF OF SELLER. BUYER SHALL HAVE NO REMEDY AGAINST SELLER. SELLER SHALL NOT BE LIABLE OR RESPONSIBLE FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

13. FORCE MAJEURE. Seller shall not be liable for failure or delay in delivery or performance due to raw material shortages, strikes, lockouts, explosions, shipwrecks, acts of nature or the public enemy, fires, floods, sabotage, accidents, wars, embargo, interference by military authorities, insurrections, actions of governmental entities, federal, state or municipal law, governmental regulation or order, civil disturbances, delay in transportation, or any other commercial impracticability, or any other cause beyond Seller's reasonable control.

14. IP INDEMNITY. Buyer shall defend, indemnify, and hold Seller and their directors, officers, employees, and agents harmless from and against any damages, losses, and expenses resulting from any actual or alleged infringements of any third party patents, trademarks, copyrights, trade secrets, or other intellectual property right arising out of or in connection with compliance with any designs, drawings, specifications, or other instructions furnished by Buyer.

15. CONFIDENTIALITY. Except as otherwise required by law, Buyer shall not in any manner use, reproduce, disclose, directly or indirectly, to any third party, at any time, (1) any quotes provided by Seller, (2) these Terms hereunder including but not limited to price, and (3) any other information of Seller that is not publicly available and is designated by Seller as confidential.

16. INSOLVENCY. Upon written notice to Buyer, Seller may, in its sole discretion, immediately cancel or terminate any order for Goods, suspend its performance, accelerate or amend the payment terms hereunder, or otherwise require full or partial payment and adequate assurance from Buyer of its ability to perform hereunder, without liability to Seller or otherwise limiting any rights and remedies Seller may have under these Terms or applicable law, upon Buyer's insolvency, filing of a petition in bankruptcy by or against Buyer, the appointment of a receiver or trustee for Buyer, or the execution by Buyer of an assignment for the benefit of creditors.

17. MISCELLANEOUS. These Terms shall constitute the entire agreement between Buyer and Seller. Any changes, modifications, amendments, or waivers hereunder shall be agreed to in writing and signed by authorized representatives of the parties. Any waiver or failure of Seller to require strict compliance with the provisions of these Terms in any respect shall not be deemed a waiver of Seller's right to insist upon strict compliance in other respects or thereafter in the same respect. These Terms shall be binding upon and inure to the benefit of the respective parties, their successors, representatives, and assigns provided, however, Buyer shall not assign or delegate (in any form) these Terms or any of its obligations or rights hereunder without the prior written consent of Seller. If any provision of these Terms is held invalid, illegal, or incapable of being enforced by any rule of law, or public policy, all other terms and provisions of these Terms shall nevertheless remain in full force and effect. Seller reserves the right to make corrections caused by any typographical, clerical, or other inadvertent mistakes, or from changes necessary because of incomplete or inaccurate information received from Buyer.

18. ENFORCEMENT. These Terms and the construction, validity, and interpretation thereof shall be governed by and determined in accordance with the laws of the State of Ohio excluding any of its conflict of laws provisions. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods. Buyer covenants and agrees that jurisdiction of any legal action or lawsuit brought hereunder shall be in the state or federal courts of the State of Ohio. Buyer covenants and agrees that any legal action or lawsuit brought to enforce any of the terms and provisions hereof shall be venued in Wayne County, Ohio. In the event it becomes necessary for Seller to file a lawsuit to enforce these Terms, and Seller is granted a judgment wholly or partly in its favor, Seller shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney's fees and court costs incurred in such suit. No action or suit to enforce Buyer's rights or remedies arising from these Terms including any sale of Goods hereunder shall be commenced later than one year from the date of shipment.

19. DISPUTES. If either party has a claim against the other party that has not been resolved through negotiation by authorized party representatives, a written description of such claim will be provided to the other party and a good faith effort to resolve the problem via non-binding mediation in accordance with the applicable rules of the American Arbitration Association will be made by both parties prior to proceeding to arbitration or litigation. Each party will bear its own costs incurred in such mediation which will be treated as confidential and as compromise and settlement negotiations for purposes of the applicable rules of evidence. Any claim that is not settled through mediation will be settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration will be heard and determined by an arbitrator mutually agreed to by the parties (or if no such agreement is achieved then by an arbitrator selected by the AAA). The mediation and, as applicable, the arbitration proceeding will occur in Wayne, County, Ohio, each party will bear its own costs relating to such arbitration, and the parties will equally share the arbitrator's fees. The arbitration and all related proceedings and discovery will take place pursuant to a protective order entered by the arbitrator that adequately protects the confidential nature of the parties' confidential information. In no event will any arbitration award provide a remedy beyond those permitted under these Terms, and any award providing a remedy beyond those permitted will not be confirmed, no presumption of validity will attach, and such award will be vacated. The decision of the arbitrator shall be issued with findings of fact and conclusions of law and, except as otherwise required by law, shall be non-appealable. Notwithstanding this dispute provision, in no event shall Seller be prohibited from pursuing injunctive relief or a decree of specific performance from a court of competent jurisdiction upon a proper showing of an actual or threatened violation of these Terms.

20. CREDIT AND SECURITY INTERESTS. As security for the payment of the full price of the Goods, Buyer hereby grants to Seller a lien on and a security interest in all Goods sold or delivered by Seller to Buyer from time to time, wherever located, together with all proceeds thereof, including, without limitation, cash, accounts, instruments, chattel paper, general intangibles, and letter-of-credit rights (collectively, the "Collateral"). The foregoing security interest shall be a purchase money security interest to the fullest extent permitted under the Uniform

Commercial Code. Buyer authorizes Seller to file financing statements identifying Buyer as debtor and describing the Collateral and to give purchase money security interest and other notices to other creditors of Buyer, and Buyer agrees to provide to Seller, on Seller's request, any additional documents and take any actions as Seller may request in order to confirm, perfect, and enforce (as the case may be) the security interest granted by Buyer to Seller herein.

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