

## TERMS & POLICIES

**Acceptance:** All orders are subject to approval and acceptance by TVH. The following terms and conditions apply to all orders, and are subject to change without prior notice. TVH reserves the right to cancel accepted orders if circumstances beyond its control (including but not limited to fires, floods, strikes, labor disputes, accidents, sabotage, terrorism, war, riots, delays in transportation or lack of transportation facilities, restrictions imposed by law, material shortages and other similar matters), cause TVH to be unable to timely deliver products pursuant to such order.

**Prices:** Prices are subject to change without prior notice. Unless otherwise stated, all prices are in U.S. dollars.

**Payment Terms:** Net 30 days, with approved credit. Payments with credit and debit cards will be available only at the time of purchase. Payment of open balances with credit or debit cards is not allowed.

**Past Due Accounts:** All amounts not paid when due are subject to a carrying charge of 1.5% per month to the extent allowed by law and otherwise at the highest written contract rate allowed by law. All invoices not paid when due are subject to collection and legal charges.

**Shipping/Freight Terms:** Products are sold ex works TVH warehouse. Purchaser agrees to pay freight and shipping, pursuant to TVH customer-specific freight policies.

**Cancellations:** Orders cannot be cancelled after they have been processed.

**General Returns:** All returns (whether for product defect or otherwise) must be requested within 90 days of invoice. Returned merchandise will ONLY be accepted with an issued Return-Authorization number and ONLY within 30 days of issuing of that Return-Authorization number. All Special Order products, paints, chemicals, lubricants, LPG tanks, and fire extinguishers are non-returnable once ordered. Returned items must be returned to TVH with freight prepaid.

All returns (except for returns involving a verified product defect) will be subject to a 25% restocking charge.

Merchandise returned as defective will be thoroughly tested and inspected. For merchandise that is verified as defective, TVH will either (at its sole discretion) repair or replace the merchandise at no charge, or issue a full credit for the defective merchandise, including freight. Merchandise that is returned as defective, but that is determined to work properly, will be subject to a testing fee and the 25% restocking charge.

Credit will not be issued for merchandise damaged due to corrosive materials, abuse, alteration, or misuse.

Before returning any merchandise to TVH, a Return Authorization Number must be obtained from your sales/customer service department or via IRMN. Your request must include:

1. Part number and description
2. Reason for return
3. TVH invoice number
4. Customer's P.O. number

Merchandise must be returned "Freight Prepaid," with the Return Authorization Number clearly labeled on the outside of the package. Parts must be new, in original packaging, in salable condition, and originally purchased as service parts from TVH.

**Core Charges:** Core credits will be voided if cores are not returned to TVH within 60 days.

Cores may have deductions for the following reasons:

- \* Core has been disassembled
- \* Missing parts
- \* Bad or unserviceable non-standard replacement components
- \* If Cores are not of the same configuration as remanufactured unit supplied

Cores must be returned in the same container that the remanufactured unit was shipped in or be subject to a \$100.00 charge. Returned items must be returned to TVH with freight prepaid.

**Starter and Alternator Warranty:** TVH warrants Starters and Alternators free from defects in materials and workmanship under normal use. This warranty is made for a period of one year from the date of original sale.

TVH will replace any Starter or Alternator that proves defective in material or workmanship without charge. The defective item must be returned freight prepaid to TVH with proof of purchase and a brief explanation of the defect.

All Starters and Alternators returned to TVH for warranty will be tested for defects before credit is issued. Starters and Alternators that are returned for warranty that test to be free of defects will be returned to the customer with a \$10.00 testing fee, freight collect.

**Limited Warranty:** TVH warrants that the products it manufactures and distributes are free from defects in materials and workmanship under normal use. This warranty is made for a period of one year, or as indicated from the date of original sale. (Flash tubes, light bulbs, sealed beams and similar products are subject to a 90 day warranty.) This warranty is PARTS ONLY and does not cover any labor charges.

TVH will repair or replace any item sold that proves defective in material or workmanship without charge. The defective item must be returned, freight prepaid to TVH with proof of purchase and a brief explanation of the defect.

This warranty allocates risks of product failure between you and TVH. Our pricing reflects this allocation of risks and the limitation of liability contained herein. The warranty set forth above is in lieu of, and excludes, all other warranties (whether written, oral or implied) including the IMPLIED warranties of merchantability and fitness for a particular purpose. The agents, employees, distributors and dealers of TVH are not authorized to make modifications to this warranty or additional warranties binding on TVH. Accordingly, additional statements, such as dealer advertising or presentations whether oral or written, do not constitute warranties and should not be relied upon.

This warranty gives you special legal rights and you may have other rights which vary from state to state.

**Limitation of Liability:** TVH SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY EVEN IF TVH OR OUR AGENT HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. Among other things, this means TVH is not responsible for any costs incurred as a result of lost profits or

revenues. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**Tax:** Purchaser is responsible for all manufacturer's tax, sales tax, use tax, excise tax, or other tax duty or similar fee imposed by any governmental authority in connection with the sale or use of the products sold. Purchaser agrees to reimburse TVH for all such taxes, duties or fees it incurs as a result of the products sold to purchaser.

**Waiver:** No failure by TVH to insist on strict compliance with, or performance of, any term or condition hereof shall constitute a waiver of such term or condition, and TVH reserves the right to enforce the same.

**Applicable Law/Exclusive Jurisdiction:** These terms and conditions, and the sale of goods hereunder, shall be governed by and interpreted under the laws of the State of Kansas. The District Court of Johnson County, Kansas shall have sole and exclusive jurisdiction to hear disputes regarding these terms and conditions, and/or the sale of goods hereunder, unless TVH (in its sole discretion) selects or expressly agrees to another forum. Purchaser hereby expressly consents to jurisdiction in the District Court of Johnson County, Kansas.

**Export Control:** Products purchased or received under these terms and policies shall be subject to the export laws and regulations of the United States and Canada. Purchaser shall comply with all such laws and regulations, and agrees not to use, sell, lease, ship or transport any TVH product in any manner that is inconsistent with such laws and regulations.

**Severability:** If any term or policy set forth herein shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such term or policy shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining terms and policies shall not be affected or impaired thereby.