



TERMS AND CONDITIONS

The term "Buyer" as used herein shall mean the individual, firm, partnership, corporation, limited liability company or entity to whom this sale is being made. The term "Seller" as used herein shall mean Wheels...Now! Inc. These terms and conditions contain the complete agreement between Buyer and Seller, and no course of dealing or usage of trade or actual course of performance shall be relevant to explain or supplement any term used herein, and all different terms and conditions proposed by Buyer are hereby expressly rejected. Any other oral agreement between the parties with respect to the subject matter hereof shall be null and void. If Buyer shall use its own purchase order or other form to order from Seller, such form shall be used for convenience only and shall evidence Buyer's unconditional agreement to these terms and conditions. Any additional terms or conditions contained therein are objected to by Seller. Seller's failure to object to specific provisions contained in Buyer's orders or other communications shall not be deemed a waiver of the terms and conditions herein. Agreement to these terms and conditions can be made by any commercially reasonable means, including Buyer's return of a duplicate copy of this sales order or Buyer's acceptance of goods covered herein. Acceptance by Buyer of goods covered herein shall conclusively be deemed Buyer's acceptance of these terms and conditions. No additional or other terms shall be binding upon Seller unless accepted in a writing signed by Seller.

1. Limited Warranty. Seller warrants, for period of (one year) from the date of delivery to Buyer (the "Warranty Period") that the goods delivered hereunder are free from defects in material and workmanship, excluding finish, under normal conditions of use and service, subject to: tolerances and variations consistent with usages of the trade and regular practices concerning dimension, weight, straightness, section, composition and mechanical properties; normal variations in surface, internal conditions and quality; and deviations from tolerances and variations consistent with practical testing and inspection methods. Seller's sole obligation under this warranty shall be, at its option, to either repair or replace the nonconforming goods without cost to Buyer. Seller shall not be obligated to repair or replace any goods unless Buyer notifies Seller of the defect during the Warranty Period or if the goods or any part thereof have been misused, abused or damaged (including damages by accident, fire or other casualty), used or installed contrary to Seller's instructions or modified or repaired without Seller's authorization. The warranty also does not cover defects resulting from corrosion, other components, accident, excessive speed or other abnormal or severe operating conditions. The warranty shall be void if the wheel or rim is altered, modified, or is not used or maintained in the manner in which it was intended for use or designed, or is used for tire size, tire types (run-flat vs. air-filled), inflation pressures, or load ratings in excess of design specifications. Standard warranty applies ONLY to Seller products and warranty is limited to the replacement of any product that proves to be defective with a wheel or rim of like size and type. Seller reserves the right to inspect parts for which warranty items are filed. Parts for which warranty claims are filed must, upon request, be returned to Seller, with transportation charges pre-paid. Seller is NOT responsible for costs associated with tires, including tire selection, tire mounting, balancing, or dismounting. Repair or replacement pursuant to this warranty shall not renew or extend the Warranty Period, but any repaired or replaced goods shall be warranted for the balance of the original Warranty Period or 90 days, whichever is longer. SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE CONCERNING ANY PRODUCT. ALL OF THE GUARANTEES, WARRANTIES CONDITIONS AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHETHER ARISING OUT OF ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, ARE HEREBY EXCLUDED. TO THE EXTENT SELLER OR SELLER'S REPRESENTATIVES MAY HAVE MADE ORAL OR WRITTEN STATEMENTS OUTSIDE OF THESE TERMS AND CONDITIONS WHICH MAY BE CONSTRUED AS WARRANTIES, SELLER HEREBY EXPRESSLY DISCLAIMS SUCH STATEMENTS, AND BUYER ACKNOWLEDGES THAT BUYER MAY NOT RELY ON SUCH STATEMENTS. WHILE SELLER AND ITS REPRESENTATIVES MAY, FROM TIME TO TIME, OFFER RECOMMENDATIONS AND ADVICE WITH RESPECT TO USE OF THE PRODUCTS IT IS UNDERSTOOD THAT ANY SUCH RECOMMENDATIONS AND ADVICE ARE NOT WARRANTIES BY SELLER AND BUYER WILL ACT UPON ANY SUCH RECOMMENDATIONS AND ADVICE AT BUYER'S SOLE RISK.

2. Limitation of Liability. BUYER'S EXCLUSIVE AND SOLE REMEDY ON ACCOUNT OF OR IN RESPECT TO THE FURNISHING OF NONCONFORMING OR DEFECTIVE MATERIAL SHALL BE TO SECURE, REPAIR OR REPLACEMENT THEREOF AS AFORESAID. SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF ANY LABOR EXPENDED ON ANY SUCH MATERIAL OR FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF GOODWILL) TO ANYONE BY REASON OF THE FACT THAT IT SHALL HAVE BEEN NONCONFORMING OR DEFECTIVE.

3. Prices. Seller's prices are F.O.B. Seller's plant and are based on the quantities specified for delivery in a single lot unless otherwise stated on the front of Seller's invoice. Such prices are subject to increase by Seller for (i) any order change made by Buyer and approved by Seller, and (ii) with respect to multiple orders pursuant to a single purchase order, any order confirmed after a general price increase made by Seller.

4. Payment. Payment terms are net 10 days from date of invoice unless otherwise stated on the front of Seller's invoice. Outstanding balances not paid when due shall be subject to a late charge accruing from the date of Seller's invoice at the rate of the lower of 18% per annum or the maximum interest allowable under applicable state law on any late payments due hereunder. Failure to timely pay any Seller invoice shall cause all subsequent invoices to become immediately due and payable.

5. Taxes and Fees. Seller's prices do not include any taxes, charges, assessments or duties, and the amount of any thereof, which Seller is required to pay or collect shall be invoiced to Buyer. Buyer shall be responsible for and pay all such taxes, charges, assessments and duties arising by reason of this order. Buyer shall also pay any collection fees and reasonable attorneys' fees incurred by Seller in collecting payment of the purchase price and any other amounts for which Buyer is liable under the terms and conditions hereof.

6. Shipment; Risk Of Loss; Title. Unless otherwise agreed to in writing by the parties, deliveries of the goods shall be F.O.B. Seller's plant. Seller shall use commercially reasonable efforts to place the goods in the possession of a carrier and to make a contract for their transportation, having regard for the nature of the goods and generally accepted commercial standards. Buyer shall be responsible for and pay all expenses paid or incurred by Seller in delivering the goods. Buyer shall be responsible for insuring the goods during shipment. Risk of loss of the goods shall pass to Buyer at the time the goods are tendered to such carrier.

7. Cancellation; Modification; Suspension. Cancellation, modification, suspension or delay in shipment of Buyer's order by Buyer shall not be accepted by Seller on terms which will not fully indemnify and reimburse Seller for all direct costs and overhead charges incurred by Seller in connection with such order.

8. Credit Approval. Shipments, deliveries and performances of work shall at all times be subject to the approval of Seller's credit department. Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment in advance or upon such other payment terms as are acceptable to the Seller's credit department.

9. Force Majeure. Seller shall not be liable for any delay in performance or nonperformance on the part of Seller, directly or indirectly caused by fire, explosion, accidents, flood, labor trouble or shortage, war, act or regulation of any government, inability to obtain suitable material, equipment, fuel, power, or transportation, or act of God, arising from contingencies, happenings or causes beyond the control of Seller.

10. Waiver. The failure of Seller to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of these terms and conditions, or to exercise any right herein, shall not be construed as a waiver or relinquishment of any other terms, covenants or conditions set forth herein nor of the future performance of any term, covenant or condition or the future exercise of any rights herein.

11. Controlling Law; Venue. The transactions covered by these terms and conditions shall be governed by, and this sales order shall be construed and enforced in accordance with the laws of Wisconsin without regard to any conflicts of laws principles. Any and all legal actions or proceedings shall be brought exclusively in the courts located in Waukesha County in the state of Wisconsin. Buyer waives any obligation to venue.

12. Binding Effect. These terms and conditions shall be binding and inure to the benefit of the parties hereto, their successors and assigns, or other legal representatives.

13. General. The rights and remedies of Seller herein shall be cumulative and in addition to all of Seller's other rights in law or equity. The titles of the sections set forth herein are for convenience only and shall not be applied to limit or restrict the meanings herein. Any provisions herein prohibited by law, regulation or ordinance shall be ineffective to the extent of the prohibition without invalidating the remaining provisions herein.