



QUOTATION

TRUCK-LITE WD GREEN PRICING

Quoted in US Dollars
F.O.B. Origin
Payment Terms: Net 30 Days
Quote#: 18915
Ref: WD Green Pricing

Page 1 of 2
Date: 8/25/2020
Attention: Purchasing
CC: Chris Gates

ORIGINAL

Part Number	Description	Customer Part Number	Quoted Volume	Price Each	Extended
-------------	-------------	----------------------	---------------	------------	----------

Terms & Conditions for Quotation are attached and shown below:

Quotation is valid for 60 days from date of quotation.

Quoted with standard Truck-Lite packaging and labeling.

Please allow 10 weeks initial lead time.

Lead time varies by part number and order quantities.

WD Green List Prices provided; any applicable discounts applied at order entry.

Notification to Pricing Dept. e-mail: pricing@truck-lite.com

of award of business is required, to ensure quoted prices are applied.

97559	MULTI-PURPOSE ELEC SPRAY,1GAL		2000	77.86	155,720.00
-------	-------------------------------	--	------	-------	------------

**WD GREEN PRICING, ANY APPLICABLE DISCOUNT WILL BE APPLIED
AT ORDER ENTRY**

97560	MULTI-PURPOSE ELEC SPRAY,5GAL		400	344.81	137,924.00
-------	-------------------------------	--	-----	--------	------------

**WD GREEN PRICING, ANY APPLICABLE DISCOUNT WILL BE APPLIED
AT ORDER ENTRY**

Grand Total: 293,644.00

Signed By: DEANNA BANCROFT



QUOTATION

Page 2 of 2

TRUCK-LITE WD GREEN PRICING

F.O.B.
Payment Terms: Net 30 Days
Quote#: 18915
Ref: WD Green Pricing

Date: 8/25/2020
Attention: Purchasing
CC: Chris Gates

Truck-Lite Co., LLC Terms and Conditions

PRICES

(a) Seller's offer is binding for a period not to exceed thirty (30) days after date of issue, unless otherwise specifically stated and prices apply to quantity and deliver stated in the Seller's offer. Seller reserves the right to withdraw this offer at any time prior to acceptance by the Buyer.
(b) Seller reserves the right to make any revision in price or prices on any unshipped balance of a Buyer's order by giving Buyer a written notice of the revision in price not less than thirty (30) days prior to the effective date of the revision. Buyer shall be deemed to have agreed to such revision unless Buyer by written notice shall refuse such price revision within ten (10) days of receipt of notice of revision. Buyer's refusal of price revision shall give Seller the option of cancelling that portion of Buyer's order to which the price revision is applicable, or completing Buyer's order at the original price quoted for the order.

BINDING EFFECT

Submission of an order or letter of acceptance by the addressee hereof (herein called the Customer) to Truck-Lite Co., LLC Falconer, New York (herein called the Seller), constitutes a binding contract between the parties according to the provisions of this Quotation, which may not be altered except according to the written consent of both parties.

PRICE ADJUSTMENT

Piece prices will be subject to adjustment either upward, by the Seller (a) at the end of each three (3) months period hereafter, or (b) upon the completion of each run to reflect any increases or decreases in Seller's material and labor costs since the date hereof or the date of any previous price adjustment.

CLAIMS

Claims for shortages must be filed in writing to Truck-Lite within twenty (20) days from the date of shipment. Claims for damage or loss in transit must be filed by the consignee against the carrier. Claims or rejection for defects shall be made within thirty (30) days after delivery to the Customer and shall include the date of shipment and the invoice number.

CREDIT

Truck-Lite Customers are required to maintain a current credit status. Payments received on an account will be applied to the oldest invoice or balance. Truck-Lite reserves the right to limit its Customer's account balance. Orders from past due accounts will not be processed until the account balance is current. Once the account is current, pending orders will then be shipped within standard lead time. Truck-Lite may, at any time, alter or suspend credit arrangements, refuse to make shipments or cancel uncompleted orders, when the financial condition of the Customer or the status of his account, in the opinion of the seller, warrants such action.

LIEN

Any unpaid charges for tools or other merchandise shall constitute a lien on such molds, merchandise or other property of the Customer in possession of the Seller; such property may be sold by the Seller, after sixty (60) days default in the Customer's account, and the proceeds of such sale applied to the account.

INVOICES

When more than one delivery or shipment is required, each separate delivery or shipment shall be paid for the Customer in accordance herewith, regardless of claims relating to any other delivered or undelivered merchandise.

TOOLS

(a) Where tools are supplied by the Customer, the Seller will be reimbursed for all maintenance and repair costs that may be incurred, including polishing or other reworking.
(b) If alterations of a Customer's tool are made at his request, Customer will pay for and assume any responsibility connected with such changes, and will assume any additional expense of production directly caused by such changes.
(c) Molds ordered from or through the Seller shall remain in the possession of the Seller until the purchase price for the mold has been paid in full. Customer will notify Seller at least ninety (90) days in advance of his desire to remove his mold, and all pieces on hand of good quality made from such mold will be paid for before removal.
(d) Except as in (a) above, Seller will maintain all molds and tools in condition to furnish molded pieces to original specifications; provided that Seller's responsibility in this regard shall not extend for more than two (2) years after completion of the most recent production order, or after such time as tools become unusable because of excessive wear.

GAUGES

Any required gauges will be furnished by the Customer.

INDEMNITY

Customer will indemnify and hold harmless the Seller against any and all liability, loss, damage or expense arising out of infringement or violation of patents or trademarks in the manufacture, use or sale of any of the goods covered in the Quotation.

PERFORMANCE

The performance by the Seller of the contract of sale arising out of this agreement is subject to strikes, accidents, acts of God, and other conditions and restrictions beyond the control of the Seller.

REPURCHASE OF MATERIAL

If this contract is terminated, modified or reduced in quantity by specific agreement of the parties, Customer will repurchase any material purchased or ordered by the Seller with respect to this contract, at Seller's cost, f.o.b. Falconer, New York. Customers will also give Seller shipping instructions with respect to such materials - otherwise shipment will be made to the Customer.

RETURN SHIPMENTS

Return Shipments not accepted unless authorized in writing by Truck-Lite Co., LLC. Returns other than for defects in workmanship or material are subject to a handling charge, plus necessary reconditioning and repacking expense. Returns must arrive at factory in good, resalable condition, transportation prepaid.

LIMITED WARRANTY

Truck-Lite extends a limited warranty to the purchasers that the warranted products are free from defects in workmanship and/or materials only. Truck-Lite will replace any warranted products to the consumer/purchase if the product fails because of defects to workmanship and/or materials within the warranty period as determined by Truck-Lite. This offer does not constitute in any way a product guarantee and Truck-Lite does not hereby assume any obligation of any kind whatsoever beyond sending free replacement lamps. This Warranty applies to 12-volt lamps only.

DESTINATION CONTROL STATEMENT

These items are controlled by the US government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s) either in their original form or after being incorporated into other items, without first obtaining approval from the US government or as otherwise authorized by US law and regulations.

COMPLIANCE WITH US ITAR AND EXPORT CONTROL LAW

The customer is responsible for advising Truck-Lite immediately if it is aware or becomes aware that the project(s) or part(s) is subject to the International Traffic in Arms Regulations (22CFR Part 120 - 130), if the end-item is for military application, or if the intended end-user is a foreign party. In consideration for its purchases of product from Truck-Lite, the Customer agrees that it has the sole responsibility to determine any export and re-export license requirements, to obtain any export or re-export license or other official authorization, and to carry out any customs formalities for the export or re-export of the commodity. The Customer understands that U.S. Government authorization may be required to export the commodity or to re-export or retransfer the commodity to a third-country, another end-user or another end-use. The Customer shall hold Truck-Lite harmless from all fines, costs, expenses, and damages resulting from the Customer's failure to comply with the previous sentence or any applicable export control laws, regulations and orders. Truck-Lite is not responsible for delivery delays caused by the governmental export licensing processing, if an export license is required with respect to goods or information supplied by Truck-Lite Co., LLC.