

BIG WILL'S TRUCK SHOP. LLC
STANDARD TERMS OF BUSINESS
(Effective February 15, 2021)

***YOUR CONTRACT WITH BIG WILL'S TRUCK SHOP, LLC PROVIDES FOR
ARBITRATION OF ANY CONTROVERSIES AND EXCLUSION OF WARRANTIES***

YOUR WORK AUTHORIZATION TO BIG WILL'S TRUCK SHOP, LLC, a North Carolina limited liability company (hereinafter sometimes referred to as the "COMPANY") IS GIVEN AND IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS ON THE FACE OF THE WORK AUTHORIZATION AND THESE STANDARD TERMS OF BUSINESS (the "Terms"), INCLUDING THE PROVISION FOR ARBITRATION AND THE EXCLUSION OF WARRANTIES, all of which are accepted by you, supersede your order form, if any, or your form of contract, if any, and constitute the entire contract and agreement between you and the Company. The Work Authorization and these Terms shall become a contract (the "Contract") between you and the Company either (a) when signed, either manually or electronically, in the space provided on the Work Authorization by you and delivered to and accepted by the Company, or (b) at the Company's option, when you accept delivery of all or any part of the goods, parts and/or services ordered by you (hereinafter collectively referred to as the "GOODS"), or when you have otherwise asserted to the terms and conditions in the Work Authorization and hereof. The acceptance of any part of the GOODS ordered by you shall constitute acceptance of this Contract in its entirety as set forth in the Work Authorization and herein.

ADDITIONAL TERMS OF CONTRACT

1. **TERMS OF PAYMENT/POSSESSORY LIEN FOR PAYMENT:** Payment shall be made in U.S. dollars on terms set forth on the face of the Work Authorization (hereinafter sometimes referred to as the "Order"). ***AS PROVIDED UNDER APPLICABLE NORTH CAROLINA LAW, INCLUDING BUT NOT LIMITED TO CHAPTER 44A OF THE NORTH CAROLINA GENERAL STATUTES, COMPANY SHALL HAVE A POSSESSORY LIEN IN ALL PROPERTY OF CUSTOMER IN ITS POSSESSION TO SECURE PAYMENT OF ALL AMOUNTS DUE IT FROM CUSTOMER UNDER THE TERMS OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ALL ATTORNEY'S FEES AND EXPENSES, COLLECTION AND ABITRATION FEES AND EXPENSES AND STORAGE FFES.***

2. **STORAGE FEES ON DELAYED PICKUP:** Customer shall be allowed three (3) business days after receiving notice (either by telephone or in writing) from COMPANY to pick up and/or remove it's trucks, trailers, vehicles or other equipment and/or property (collectively referred to as "equipment") from COMPANY's facility without incurring any storage or parking fees for the same from COMPANY. If Customer has not removed its equipment from COMPANY's facility within such three (3) day period, then Customer shall incur storage fees to COMPANY of \$100.00 per day for each day or portion thereof, until such time as Customer's equipment has been completely and fully removed from COMPANY's facility.

3. **RETROACTIVE TO COVER SERVICES PROVIDED.** You agree that the Contract between the Customer and Company applies retroactively to all work performed and/or services provided by COMPANY for and/or to Customer, as of the earliest date of the following: the date of our first meeting, the date we first spoke, the date COMPANY first performed any work or services for you or the date you first sent or forwarded a letter, email, text message, contract or any other document or communication to the COMPANY.

4. **CLAIMS AND LIMITATIONS; WARRANTIES:** The Customer shall be deemed to have accepted the GOODS unless you shall have first complied with (and your right to cancel, reject or to make any claim against COMPANY is expressly conditioned upon your having first complied with) the following conditions: (i) notice of a claim shall be sent by you to COMPANY, in the case of patent defect within one (1) day after delivery to you or your agent or in the case of latent defect within three (3) days after delivery date. Delivery in all cases shall be deemed to take place at COMPANY's shop in Kernersville, North Carolina.

COMPANY's liability for any breach of this Contract (including, without limitation, patent or latent defects in the GOODS) and Customer's sole and exclusive remedy therefor, shall be limited:

(a) In the case of truck or other repair services provided by COMPANY to Customer, such services will be provided in a good and workmanlike manner and your vehicle will be free of material defects related to the repair services provided to you by the COMPANY.

(b) ALL GOODS, PARTS, AND/OR PRODUCTS MANUFACTURED, PUBLISHED, SOLD, AND/OR PROVIDED BY THIRD PARTIES, SPECIFICALLY INCLUDING ANY PARTS SUPPLIED BY CUSTOMER TO BE USED OR INSTALLED BY COMPANY ON CUSTOMER'S VEHICLES, ARE PROVIDED BY COMPANY TO CUSTOMER ON AN "AS IS" BASIS WITHOUT WARRANTY BY COMPANY OF ANY KIND, EITHER EXPRESS OR IMPLIED. COMPANY shall pass through to Customer, to the extent available, any manufacturers/publisher/supplier's written warranties associated with third-party GOODS purchased from COMPANY. Although third-party services and support are considered "GOODS" and you may purchase such services through COMPANY, COMPANY is not obligated to provide the services or support. COMPANY accepts no liability for any claims arising out of any act or omission, including negligence, by the third-party service provider; and any amounts associated with third-party services, including but not limited to taxes, will be collected solely in our capacity as an independent reseller of such GOODS. Notwithstanding the above to the contrary, GOODS which are sold "AS IS" carry no warranty whatsoever;

(c) Company will not be liable for a delay in delivery or failure to deliver any GOODS due to reasons beyond its control. Any promised delivery date is an estimate only and COMPANY will not be liable for any delays in delivery to you. Customer's sole and exclusive remedy for material delays in delivery by COMPANY is to cancel its Contract with COMPANY and in such case, Customer must pay COMPANY the reasonable value for all GOODS and services performed and/or provided up to the time of cancellation by Customer. Without limiting the generality of the preceding, COMPANY SHALL NOT BE LIABLE FOR DAMAGES FOR CUSTOMER'S CANCELLATION DUE TO COMPANY'S NONDELIVERY INCLUDING ANY COVER COSTS OR EXPENSES, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, OR FOR SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER OR NOT BASED UPON COMPANY'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, TORT OR ANY OTHER CAUSE OF ACTION.

COMPANY shall have the right, within fourteen (14) days after receipt of Customer's notice of claim, to replace, without liability, any GOODS, including defective services, which are not in accordance with Order specifications or this Contract.

EXCEPT AS EXPRESSLY STATED IN THE ORDER OR THE TERMS, COMPANY DISCLAIMS ALL EXPRESS WARRANTIES. NO EMPLOYEE, REPRESENTATIVE OR AGENT OF COMPANY HAS THE AUTHORITY TO MAKE ANY AFFIRMATION OF FACT OR PROMISE RELATING TO THE GOODS, WHICH CREATES ANY EXPRESS WARRANTIES THAT THE GOODS SHALL CONFORM TO ANY AFFIRMATION OR PROMISE.

EXCEPT AS EXPRESSLY STATED IN THE ORDER OR THIS CONTRACT, COMPANY MAKES NO WARRANTY OF MERCHANTABILITY OR AS TO THE FITNESS OF GOODS FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO ANY FACTORS OR QUALITY.

IN NO EVENT SHALL COMPANY'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO COMPANY FOR LABOR UNDER THE CONTRACT.

5. **INTEREST RATE FOR OVERDUE BILLS:** Customer shall pay interest to COMPANY at the lower of one and one-half percent (1.5%) per month and the highest rate permitted by law which is not usurious on all overdue bills.

6. **DELIVERIES SEVERABLE WITH RESPECT TO PAYMENT:** Invoices covering delivered GOODS not in dispute must be paid regardless of controversy relating to the other delivered or undelivered GOODS and Customer waives any and all rights to assert offsets, defenses or counterclaims against such undisputed invoices.

7. **FORCE MAJEURE:** Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); an epidemic or pandemic, or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer's obligation to pay the COMPANY.

8. **CONTRACT ACKNOWLEDGMENT:** This Contract supersedes Customer's purchase order (to the extent of any contrary terms), and contains the entire agreement between the parties. There are no understandings, representations or agreements relative to this Contract which are not fully expressed in the Work Authorization and herein. All purchases by Customer are expressly limited to and conditioned upon acceptance of this Contract, regardless of the means or media of Customer's purchase of the GOODS, including without limitation, written Orders, electronic orders, acknowledgments, confirmations or other writings from Customer to COMPANY ("Customer's Documents"). Any additional or conflicting terms and conditions contained on, attached to or referenced by Customer's Documents, or other prior or later communications from Customer to COMPANY, are expressly rejected by COMPANY and shall have no effect on the purchase of any GOODS by Customer from COMPANY unless such provisions are expressly agreed to by COMPANY in a writing signed by COMPANY.

No modification of this Contract shall be binding unless in writing and signed by Customer and COMPANY.

Waiver by COMPANY of a breach by Customer of any provisions of this Contract shall not be deemed a waiver of future compliance therewith.

9. **PARTIAL INVALIDITY:** If any provision of this Contract is or becomes, at any time, unenforceable or invalid under any Law, no other provision of this Contract shall be affected thereby, and the remaining provisions of this Contract shall remain in effect as if such unenforceable or invalid provision shall not have been inserted into this Contract. Should there be a conflict between the terms of the Order and these Terms, then the terms of the Order shall control, unless the same is contrary to applicable law, in which case the provisions of these Terms shall control.

10. **GOVERNING LAW/ARBITRATION:** Any controversy or claim arising under or in relation to this Contract shall be governed and controlled by the laws of the State of North Carolina, and shall be settled by arbitration, before a single arbitrator in Kernersville, Forsyth County, North Carolina, in accordance with the laws of the State of North Carolina and the rules of the American Arbitration Association. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the State of North Carolina and shall award to the COMPANY if it is the prevailing Party, in addition to any other relief to which it is entitled, its costs and expenses incurred in connection with such arbitration, including reasonable attorney's fees. The arbitrator's decision shall not be appealable to any court but shall be final and binding on any and all Parties to such dispute. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof.

11. **VENUE:** The parties hereto consent to the personal jurisdiction and venue of the Superior Court of the State of North Carolina, County of Forsyth and of the United States District Court for the Middle District of North Carolina, and further consent that any process or notice of motion or other application to the Court or a Judge thereof may be served within or without the State of North Carolina by registered or certified mail, return receipt requested, or by a nationally-known overnight carrier (e.g., Federal Express), or by personal service, provided a reasonable time for appearance is allowed.

12. **NOTICES:** All notices, consents, or other instruments or communications provided for under the Contract shall be in writing, signed by the party giving the same (which signing may be accomplished electronically), and shall be deemed to be properly given and received on the earlier of (i) when actually delivered and received, personally, by mail, by messenger service, by fax or telecopy delivery, by text message, by email with

return receipt requested, or otherwise; and (ii) on the next Business Day after deposit for delivery by an overnight courier service such as Federal Express. All such notices or other instruments or communications shall be furnished with delivery or postage charges prepaid or billable to an established account of sender and addressed to the party at the address most recently provided to the sending party.

13. **BINDING OBLIGATION OF CUSTOMER:** This Contract represents a binding obligation of Customer and its successors.

14. **AUTHORITY TO BIND ENTITY:** The person executing the Order on behalf of the Customer certifies by his or her signature on the Order and/or acceptance of these Terms that he or she has the full authority to bind the corporation, company or business entity comprising the Customer to the terms of the Contract without any further action.

15. **GUARANTY BY SIGNERS:** By signing the Order or orally agreeing to engage COMPANY, the individual signing the Order personally and individually agrees to guarantee the payment of all amounts incurred by Customer under the Contract to COMPANY.

16. **ATTORNEY'S FEES AND COSTS:** Customer acknowledges and agrees that if legal action is necessary or brought by COMPANY to enforce any of the provisions of the Contract, Customer shall pay all costs and expenses of COMPANY, including reasonable attorneys' fees incurred by COMPANY in connection with any such action or proceeding, or with any appeal from such action or proceeding, which results in the enforcement of any of the agreements, covenants or provisions of this Contract against Customer and to the benefit of COMPANY.

17. **CONFIDENTIALITY:** During the term of the Contract and for a period of three (3) years after termination thereof, Customer shall keep confidential and not reveal to any person, except as authorized by COMPANY, any information disclosed to it by COMPANY or its officers, managers, employees or agents, or otherwise learned by Customer in relation to the Contract or provision of the services by COMPANY, or any other information that the COMPANY treats as confidential or identifies as a trade secret in relation to the Contract, specially including the existence and terms of the Contract.

18. **INDEMNIFICATION AGAINST FEES AND COSTS:** To the fullest extent allowed by applicable law, Customer agrees to indemnify and hold COMPANY harmless for any attorney's fees or costs or expenses of any kind that COMPANY is required to be pay to opposing parties or counsel for them or others related to, or growing out of the Customer's use of the GOODS.

19. **DISHONORED CHECKS OR CREDIT CARD CHARGES:** If any check or draft Customer provides or credit card or debit card charge Customer authorizes COMPANY to charge is not honored by your bank, credit card company or financial institution for any reason, including but not limited to, non-sufficient funds, stopped payments, challenged charges, charge backs, or any other reason, then COMPANY shall immediately cease work on the GOODS and is authorized to terminate the Contract. In addition, Customer agrees to pay COMPANY an administrative fee of \$100.00 or ten percent, whichever is greater, in addition to any other fees, costs or expenses, allowed by law, regardless of the amount of the charge, check, draft or debit, for the time and expenses incurred in processing the matter, providing Customer notice, communicating with banks, etc.

20. **OTHER MISCELLENEOUS PROVISIONS:**

(a) Although the Contract contemplates the performance of only the work set forth and described in the Order, any other additional GOODS (sales, work or services) the COMPANY provides to Customer in the future shall be governed by the general provisions of these Terms (as amended by COMPANY from time to time) unless the parties make a separate written Contract in the future.

(b) *The COMPANY shall have the right from time to time in the future to revise its STANDARD TERMS OF BUSINESS, as it in its sole and absolute discretion determines appropriate and Customer agrees to be bound by such revised Terms.* Should Customer not be agreeable to the revision of the Terms for any ongoing business it has with COMPANY, Customer's your sole recourse is to terminate any ongoing Contract with COMPANY. Upon Customer's termination of any such Contract in all instances, Customer will pay all amounts due and owing to COMPANY through the time and date of such termination.

(c) All obligations and duties Customer has agreed to herein shall survive the termination of the Contract.

(d) Customer agrees that COMPANY may provide its your name as a reference to others seeking goods or services from the COMPANY and may list it as a customer of COMPANY.

(e) ***Customer agrees that it has been afforded the opportunity to retain separate legal counsel to assist and advise it in executing the Contract should it desire to do so. By signing the Order and/or accepting delivery of these Terms and/or the GOODS, Customer indicates that it has voluntarily decided not to do so.***

(f) Any executed copy, facsimile, scan, email or other form or expression of acceptance of the Order and/or these Terms and/or the GOODS (either written or oral and including delivering by COMPANY of a copy of these Terms to you) shall be enforceable against the party accepting the same as a binding, original and fully executed agreement between Customer and COMPANY.

(g) Each party hereto covenants and agrees that it will at any time and from time to time do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged, and delivered, all such further acts, documents, and instruments as may reasonably be required by any other party hereto in order to carry out and effectuate fully the transactions herein contemplated in accordance with the Contract.

(h) The Contract may be executed in several counterparts, each of which shall be effective as an original, but all of which together shall constitute one and the same instrument.

(i) The section headings of the Contract are included for reference purposes only and shall not affect the construction or interpretation of any of the provisions of the Contract.

(j) Customer covenants and agrees that it may not to assign the Contract without the written consent COMPANY. Any such permitted assignment shall in no way relieve Customer from any obligation hereunder for the payment of the amounts due to COMPANY or the performance of the conditions, covenants and provisions of the Contract. In no event shall the Contract be assigned or be assignable by operation of law by Customer or by its voluntary or involuntary bankruptcy proceedings or otherwise, and in no event, shall the Contract or any rights or privileges hereunder be an asset of Customer under any bankruptcy, insolvency or reorganization proceedings.

(k) Throughout the Contract, the masculine gender shall be deemed to include the feminine and the neuter, the singular shall include the plural, and vice versa and a “person” or “persons” shall include both natural or artificial persons, organizations or companies.