



TERMS AND CONDITIONS

| | |
|--|---|
| INTRODUCTION..... | 1 |
| GENERAL TERMS..... | 2 |
| OTHER DOCUMENTS AND MODIFICATIONS..... | 2 |
| DESIGN CHANGES..... | 2 |
| CONTRACT OF SALE..... | 2 |
| ORDERS..... | 2 |
| ORDER CANCELLATION..... | 2 |
| PICKUP AND DELIVERY SCHEDULES..... | 3 |
| SHIPPING..... | 3 |
| ACCEPTANCE OF PRODUCT..... | 3 |
| PAYMENT TERMS..... | 3 |
| TAXES..... | 3 |
| GOVERNMENT REGULATIONS..... | 3 |
| SEVERABILITY..... | 3 |
| ASSIGNMENT..... | 3 |
| MISCELLANEOUS..... | 4 |
| FORCE MAJEURE..... | 4 |
| GOVERNING LAW..... | 4 |



TERMS AND CONDITIONS

INTRODUCTION

Welcome to the True Blue Trailers LLC Dealers. Our desire is to partner with like-minded businesses who are committed to excellence in service, ethical business practices, and technical product knowledge.

GENERAL TERMS

Any products or services provided by True Blue Trailers LLC ("Seller") to Buyer shall be subject to the following terms and conditions, and the terms and conditions stated on the Seller's Quotation form or on any Seller Invoice accompanying the products or services sold by Seller to Buyer. THESE TERMS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER REGARDING THE PRODUCTS AND SERVICES. NO REPRESENTATION, PROMISE, OR CONDITION NOT EXPLICITLY STATED HEREIN OR IN A DULY EXECUTED AMENDMENT SHALL BE BINDING ON SELLER OR RELIED UPON BY BUYER.

OTHER DOCUMENTS AND MODIFICATIONS

These Terms and Conditions are in lieu of and replace any and all terms and conditions set forth in any purchase order or other documents issued by Buyer. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS OR CONDITIONS IN ANY DOCUMENT ISSUED BY BUYER ARE HEREBY EXPRESSLY OBJECTED TO AND REJECTED BY SELLER, AND SHALL BE INAPPLICABLE AND NON-BINDING ON SELLER. No modification, waiver or amendment to these Terms and Conditions shall be binding on Seller unless made in a writing expressly stating that it is such a waiver or amendment and signed by Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless made in writing and signed by Seller.

DESIGN CHANGES

Seller reserves the right to make design modifications to trailers without Buyer's approval, unless a specific agreement between Seller and Buyer stipulates otherwise.

CONTRACT OF SALE

Price quotations given by Seller to Buyer ("Quotation / Estimate") will be valid for the period stated on the Quotation, and if no period is stated, the Quotation is valid for 15 days from the date of the Quotation, and do not include any sales, use, or other taxes or duties. The seller reserves the right to modify prices at any time to adjust for any raw material price fluctuations and/or inflation.

ORDERS

- Orders can be submitted via Dealer Portal or direct sales representative; True Blue Trailers will review and address any questions as needed.
- When all aspects of the order are clear, True Blue Trailers LLC will send an invoice for customer approval. All new orders will ONLY be valid when the customer approves the sent invoice.
- Lead times will be confirmed at the time of customer invoice approval and according to these Terms and Conditions.
- Depending on the complexity of the order, the trailer details and drawing must be approved prior to start of production.
- True Blue Trailers LLC may require a deposit before production.



TERMS AND CONDITIONS

- Orders are subject to True Blue Trailers LLC production schedules and payment terms.

ORDER CANCELLATION

If Buyer cancels an order for any reason, Seller shall be paid a cancellation charge equal to a percentage of the purchase order price reflecting the work performed and material costs incurred by Seller prior to the notice of cancellation, plus any actual direct costs resulting from such cancellation. In no event shall such cancellation charge be less than fifteen percent (15%) of the quoted price. The Buyer will be responsible for the cost of any special components procured for custom orders.

PICKUP AND DELIVERY SCHEDULES

All stated pickup and delivery schedules are estimates only and do not constitute a commitment or guarantee by Seller regarding specific availability or delivery dates.

SHIPPING

Regardless of the manner of shipment, delivery occurs and title and risk of loss or damage pass to Buyer, upon invoice payment and/or pick up at Seller's facility. All shipments are Ex Works (EXW) incoterm. Unless otherwise noted, sales prices do not include transport, freight, shipping or handling charges. Any separate charges for transport, freight, shipping and handling will be shown on Seller's invoice(s). All claims for breakage, loss delay and damage must be made to the carrier, and it is the responsibility of the Buyer.

ACCEPTANCE OF PRODUCT

When the product is certified as complete by Seller, and operates in good order within design parameters, Buyer shall accept the product. Notwithstanding the foregoing, the product shall be deemed accepted by the Buyer as soon as the product is picked up from the Seller.

PAYMENT TERMS

All prices are quoted Ex Works (EXW) from Seller's production facility. All sales are subject to Buyer's credit approval by Seller, and products must be paid in full prior to pickup. Accepted methods of payment are Checks, Wire Transfers, ACH, Cash or Credit Card. For payments made with Credit Card, the Buyer is responsible to pay the associated fees.

TAXES

Sales prices exclude all taxes. Buyer is responsible for and agrees to pay all sales, use, value-added, excise, import, customs fees, duties, and all other federal, state, local, or foreign taxes associated with an order, however designated, except for Seller's net income taxes. Buyer must provide Seller with any applicable tax exemption certificates or other acceptable documentation. If applicable, a separate charge for taxes will be shown on Seller's invoice.

GOVERNMENT REGULATIONS

Any order accepted by Seller is at all times subject to Governmental proclamations, laws and regulations now or hereafter in effect, pertaining to priorities, allocations, prices and other such acts affecting this transaction or the production or sales by manufacturers of the products.



TERMS AND CONDITIONS

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of the remaining provisions.

ASSIGNMENT

The Buyer cannot transfer the benefits or entitlements they have under the contract (like the right to receive goods or services) to someone else without the Seller's written agreement. The Buyer cannot transfer the obligations or responsibilities they have under the contract (like making payments) to another party without the Seller's written agreement.

MISCELLANEOUS

These Terms, along with any terms stated in the Seller's quotation or invoice, form the complete and exclusive agreement between Seller and Buyer for this sale. They replace any prior agreements, whether written or oral, including any terms in Buyer's purchase orders or other documents. These Terms are binding on both parties and their respective successors and permitted assigns. Section headings are included for convenience only and do not affect the interpretation of the Terms.

FORCE MAJEURE

Seller shall not be liable for any default or delay caused by contingencies beyond its reasonable control, or the control of its suppliers or subcontractors, that prevent or impede Seller's ability to provide products by specified dates. Such contingencies include, but are not limited to: acts of nature, fire, flood, accident, riot, war, terrorism, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or manufacturers, and any other contingency affecting Seller, its suppliers, or subcontractors. In the event such contingencies prevent or delay product completion or delivery, Seller reserves the right to cancel the contract of sale or extend the delivery date. Seller may modify its contractual obligations as necessary to maintain commercially reasonable business operations, which may include, but is not limited to, using alternate sources of supply or canceling or modifying existing orders. Seller may impose surcharges due to sudden increases in Seller's costs for obtaining transportation, fuel or material costs. Such surcharges will be added to the purchase price to be paid by Buyer.

GOVERNING LAW

These Terms are governed by the laws of the State of Texas. All disputes will be handled in courts located in Kaufman County, Terrell Texas.