



TERMS AND CONDITIONS OF SALE

Any quotation by TriMark is merely an invitation for an offer from potential customer(s). All resulting customer offers (orders) are thus subject to TriMark's acceptance of the offer. For offers that TriMark accepts, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE FOLLOWING TERMS AND CONDITIONS WILL BE BINDING UPON ANY SALES AND SHALL BE THE EXCLUSIVE BASIS OF TRIMARK'S SALES UNLESS OTHERWISE AGREED IN WRITING. Nothing herein can be modified or changed except in writing and signed by both TriMark and the customer ("Customer").

1. Minimum Order:

\$100.00 minimum invoice charge. Any order not meeting this requirement will be charged the difference, not to exceed the \$100.00 minimum. This minimum charge is exclusive of any freight charges.

2. Blanket Orders:

Blanket orders are subject to review on an annual basis. Any remaining balances or releases are subject to being billed and shipped after 12 months if not taken during that period.

3. Terms:

3.1 Net 30 days, subject to approval by our Credit Department. If timely payment is not made, TriMark, in addition to its other legal rights, shall be entitled to charge interest on all overdue payments at an amount not to exceed any applicable ceiling on interest which may be legally charged.

3.2 Title of the products sold hereunder shall remain with TriMark until all payments hereunder have been made in full. Risk of loss shall pass to Customer upon delivery of the product to a common carrier at the point of shipment.

4. Pricing:

Pricing is determined at time of delivery and is subject to change at any time prior to our acceptance of your purchase order. Unless otherwise stated by TriMark, the price for each item is the amount referenced in the Quotation and/or Order Acknowledgement, is stated in U.S. currency and are FOB our factory, New Hampton, Iowa. Prices do not include applicable taxes, tariffs, duties, charges, or surcharges, all of which remain the responsibility of Customer.

5. Payment Methods:

TriMark's preferred payment method is Electronic Funds Transfer to a bank account specified by TriMark. Checks, Cash on Delivery, Letters of Credit, and Credit Card payments may be accepted only upon prior approval by TriMark and at TriMark's discretion.

6. Credit:

Initial orders, and all subsequent orders placed with TriMark will be classified as:

6.1 Cash-in-advance (CIA) - Cash-in-advance orders will be entered by TriMark upon receipt of the order and payment. Please request our standard credit application from our Customer Service Department and allow 3 weeks for processing.

6.2 Cash-on-delivery (COD).

TriMark reserves the right to withdraw any credit terms and cancel any orders based upon unacceptable payment history.

7. Quality Documentation:

TriMark can provide all levels of Production Part Approval Process (PPAP) documentation, as requested, and specified by Customer in the Request for Quote (RFQ). On new parts, TriMark can provide samples along with a Part Submission Warrant. Any additions or requests after the initial quotation may result in a price adjustment or extra charge incurred by Customer. Charges may also apply for derivative versions of existing products that do not have the Production Part Approval Process documentation, material/performance test results or PPAP Level 3 and higher.

Requests for documentation regarding Intellectual Property (IP) of TriMark standard products will be granted as TriMark deems appropriate. However, such PPAP documents are considered TriMark's IP and will be available for onsite review only.

8. Designs:

8.1 For the purpose of continual improvement in our products, TriMark reserves the right to make changes in its products, including, without limitation, changes to the assembly, component parts, materials, dimensions, design, or specifications. We shall endeavor, however, to notify Customer of any proposed changes to be made to the products via a Product Change Notification (PCN).

8.2 In addition, TriMark reserves the right to discontinue products, replace or substitute complete products and/or materials when unobtainable because of regulations established by governmental authority or non-availability of materials from suppliers, provided the replacement or substitution does not adversely affect the technical soundness of the product or its performance for the use intended. TriMark assumes no obligation to provide the replaced or substituted products previously purchased by Customer or to continue to supply any discontinued product.

8.3 Tools, Dies, Jig, Fixtures: When tools, dies, assembly fixtures or materials needed for the manufacture of products ordered, etc. are furnished or made by TriMark, once Customer's order has been filled, such tools and dies remain the property of TriMark and, unless initially agreed upon otherwise, shall be kept in good repair without Customer charges for normal repairs and upkeep for the reasonable life of the tool. TriMark shall not be responsible for tooling that sits idle for more than one year.

8.4 Tooling shall be paid for in three equal payments: One-third (1/3) upfront with purchase order, 1/3 upon sample approval, and the final 1/3 after the first production order is shipped.

8.5 Technical drawings or CAD files shall remain the property of TriMark and shall remain resident at TriMark unless agreed upon prior to product release.

8.6 TriMark shall not be responsible for the results of any technical advice in connection with the design installation or use of products sold hereunder.

8.7 Any product that is used outside of the intended design limitations, altered, or abused in any way is not covered by warranty. Customers shall assume all responsibility for and shall indemnify and hold TriMark, its subsidiary and affiliate companies and any of their respective directors, officers, employees, shareholders, and agents, harmless from and against, any and all demands, claims, actions, judgments, losses, liabilities, damages, and expenses, including court costs and attorneys' fees arising from Customer's alteration, modification, misuse, or abuse of the products.

9. Indemnification:

9.1 Customer shall defend, indemnify, and hold harmless TriMark and any TriMark subsidiary or affiliate, and its and their directors, officers, employees, agents, and representatives, against any costs, losses, damages, liabilities, or expenses (including reasonable attorneys' fees and court costs) to the extent such costs, losses, damages, liabilities, or expenses result from or relate to (i) an allegation that a product made by TriMark or a TriMark subsidiary or affiliate in accordance with any designs, specifications, or other requests furnished or designated by Customer, or any use, sale, or offer for sale thereof, infringes any party's intellectual property, (ii) a third party claim otherwise based on the manufacture or sale of such products, including, but not limited to, actions founded on product liability, or (iii) Customer's recklessness, willful misconduct, violation of law, or breach of any representations or warranties in these Terms and Conditions of Sale.

9.2 TriMark shall defend, indemnify, and hold harmless Customer against any costs, losses, damages, liabilities, or expenses (including reasonable attorneys' fees and court costs) to the extent such costs, losses, damages, liabilities, or expenses result from or relate to an allegation that a product made by TriMark or a TriMark subsidiary or affiliate not in accordance with any designs, specifications, or other requests furnished or designated by Customer, or any use, sale, or offer for sale thereof, infringes any party's intellectual property or (ii) TriMark's recklessness, willful misconduct, violation of law, or breach of any representations or warranties in these Terms and Conditions of Sale.

9.3 In the event that Customer or TriMark, or any TriMark subsidiary or affiliate, receives notice of any third-party claim, action, or proceeding for which such party (the "Indemnitee") claims indemnity hereunder, the Indemnitee will promptly notify within ten (10) business days the other party (the "Indemnitor") of such matter. The Indemnitor will thereafter assume responsibility for and will have full control of such matter, including settlement negotiations and any legal proceedings, and the Indemnitee will fully cooperate at the Indemnitor's expense in the Indemnitor's handling and defense thereof. The Indemnitee may participate, at its own expense, in the defense of such claim or litigation provided that the Indemnitor will direct and control the defense of such claim or litigation. The Indemnitor will not, in the defense of such claim or litigation resulting therefrom, consent to entry of any judgment except with the written consent of the Indemnitee, which will not be unreasonably withheld, or enter into any settlement except with the written consent of the Indemnitee, which will not be unreasonably withheld, which: (i) does not include as an unconditional term thereof the giving by the plaintiff to the Indemnitee of a release from all liability in respect of such claim or litigation; or (ii) contains any admission of liability. If the Indemnitor fails to assume responsibility pursuant to this section, the Indemnitor shall be required to reimburse Indemnitee for all costs and expenses it incurs in defending against such third-party claim, action, or proceeding.

10. Intellectual Property

10.1 Except as provided for herein, in no event will TriMark or any TriMark subsidiary or affiliate be liable to Customer for incidental, special, exemplary, consequential, indirect, or punitive damages of any kind, including lost profits, lost or diminished production, business interruption, or claims of third parties, whether or not the party has been advised of the possibility of such damages, and whether based upon a claim or action of contract, warranty, negligence, strict liability, intellectual property infringement, or other tort, or otherwise. In no event will the total, aggregate liability of TriMark or any TriMark subsidiary or affiliate under these Terms and Conditions of Sale exceed the value of the product(s) under which liability is claimed.

10.2 Unless otherwise agreed to in writing, TriMark shall be the sole and exclusive owner of all discoveries, inventions, improvements, data, know-how, or other results conceived, developed, discovered, or otherwise generated, by either party or by both parties jointly, in the design, development, and/or manufacture of any products sold to Customer pursuant to these Terms and Conditions of Sale or any services related thereto. TriMark shall own and control all Intellectual Property-related activities with respect to such discoveries or inventions, including patent applications and patents related thereto. Customer agrees to transfer and assign, and hereby transfers and assigns, to TriMark the entirety of any right, title, and interest it may have in any such discoveries or inventions or related Intellectual Property under applicable laws. Customer represents and warrants that it has caused or will cause its employees and its agents and/or any other person(s) or entity conducting activities under these Terms and Conditions of Sale, including any affiliates, to enter into agreements wherein said employees, agents, or other persons or entities agree to assign their entire right and interest in and to inventions and/or discoveries made while conducting such activities, including patents and patent applications directed to said inventions, to Customer. If applicable, Customer will assist (not including financial contributions unless expressly set forth otherwise herein) and cooperate with TriMark as may reasonably be required to facilitate the filing and prosecution, including the recordation of assignments, maintenance, enforcement, and defense of any patents or patent applications (including continuations, continuation-in-parts, divisionals, or equivalents thereof) directed to any invention and/or discovery that is assigned pursuant to this Agreement. Customer shall execute, any and all documents, which TriMark may reasonably request in relation to this section.

10.3 Customer acknowledges that all Intellectual Property rights relating to TriMark's products and services, including any product purchased by Customer pursuant to these Terms and Conditions of Sale and any discoveries, inventions, improvements, data, know-how, or other results related thereto, are solely and exclusively owned by TriMark. TriMark's sale of products to Customer only grants to Customer a limited, non-transferable right to use the products purchased in accordance with these Terms and Conditions of Sale. Except as explicitly stated herein or as otherwise agreed in writing, TriMark does not grant to Customer any right or license in or to any Intellectual Property. Nothing in these Terms and Conditions of Sale limits TriMark's ability to enforce its Intellectual Property rights.

11. Shipments:

Unless quoted otherwise, all prices are FOB our factory, New Hampton, Iowa. Pricing is determined at time of delivery and is subject to change at any time prior to our acceptance of your purchase order. Shipments will be made via the most economical method unless TriMark is given specific shipping instructions. Premium freight shipments are not considered as part of normal business practices and are at Customer's expense.

11.1 TriMark is not responsible for damage, loss or delay after goods are delivered to carrier. When loss or delays occur, we will gladly assist in tracing or expediting any lost orders.

11.2 Shortages must be reported to TriMark within 5 working days after receipt of original shipment.

12. Packaging:

12.1 Standard - All TriMark products are shipped in bulk packaging. Individually ordering each component assures you of the right combination of parts for your application at the lowest possible cost.

12.2 Ocean Freight – All Purchase Orders for material destined for shipment via ocean freight must clearly indicate ocean shipment or TriMark will not warrant damage resulting from lack of appropriate packaging. Quotes for those additional packaging costs will be available through your TriMark Account Manager.

12.3 Available upon special request and quotation, custom packaged can be provided which contains all necessary hardware for the product packed and included in the carton. Any additional costs associated with special packaging shall be at Customer's expense.

13. Quantity Shipped:

13.1 TriMark endeavors to ship exact quantities as per Customer order. However, should shortages occur, TriMark reserves the right to ship partial orders.

13.2 Back orders will be shipped as soon as available on FOB our plant basis.

13.3 TriMark reserves the right to ship +/- 10% of original quantity ordered.

14. Delivery:

14.1 Shipping dates on acknowledgments are approximate. TriMark strives to meet shipping dates, but in no event shall TriMark be liable for losses or damages due to late delivery or failure of delivery.

14.2 TriMark shall not be bound to ship product to Customer if Customer fails to fulfill agreed payment terms to TriMark's satisfaction.

14.3 Force Majeure. In the event and in addition to all other limitations stated herein, TriMark shall not be liable for any acts, omissions, results or consequences including, but not limited to, delays or failure of delivery due to acts of God, the prior performance of government orders, orders bearing priority rating or orders placed under any allocation program (mandatory or voluntary) established pursuant to law, differences with workman, local labor shortages, fires, flood or other casualty, governmental regulations or requirements, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment, pandemic, public health crisis, state of emergency, or any other causes beyond TriMark's reasonable control whether of similar or dissimilar nature than those enumerated. In the event, that such excused delay occurs, TriMark shall immediately or as soon as is reasonably possible under the circumstances give notice to the Customer and shall do everything possible to resume performance as soon as possible.

15. Cancellation:

15.1 Orders containing parts that are customer specific may never be cancelled. Other orders may only be cancelled in the following circumstances:

15.1.1 Orders that are acknowledged to ship outside of 90 days may be cancelled after TriMark's prior review and approval.

15.1.2 Orders that are acknowledged to ship within 90 days are eligible for cancellation if Customer agrees to pay all work, work in process and raw material costs that TriMark has made a commitment to plus a twenty percent (20%) cancellation fee.

16. Warranty:

TriMark provides limited warranties, which includes a warranty against defects in materials and workmanship for a period of 18 months following the date of delivery to Customer or 12 months from the original OEM sale (in-service) date. TriMark's limited warranty shall be in lieu of any other warranty—express or implied—including but not limited to any implied warranty of merchantability or fitness for a particular purpose, which warranties are excluded from this transaction and do not apply to the products sold. No other warranty shall arise at any time through any person by promise, affirmation of fact, or as a result of showing or delivery to Customer any sample or model product. ***For a complete copy of this limited warranty, please visit our website or contact our Customer Service Department.***

17. Corrective Action:

In the case of any material, component, subassembly, or assembly found to be non-compliant to the drawing, specification or applicable quality standards including non-compliance with the Customers Quality System Requirements, TriMark agrees to initiate Corrective Action, if requested, and provide Customer with a written Corrective Action report explaining the cause of the defect or damage. However, TriMark reserves the right to waive formal Corrective Action for low occurrence issues such as one-time, small or isolated quantities, and is based upon our risk review of each circumstance.

18. FMVSS 206 Statement:

TriMark offers FMVSS 206 compliant door systems, but the final requirements and compliance lies with the end-vehicle manufacturer. Customer assumes full responsibility of the door system/components as it applies to compliance to any applicable FMVSS 206 requirements, and also for any risk of bodily injury, death, or property damage that may arise out of the use of door system/components. Customer hereby agrees to release, acquit, and forever discharge TriMark, its owners, agents, and employees from all liability from any and all loss or damage Customer may have on account of injury to Customer's person and property or the person and property of others, including death, arising out of this Order and/or the use of the door system/components, whether caused by the negligence of TriMark, its owners, employees, equipment, distributors or otherwise. Customer further agrees to indemnify and hold TriMark, its owners, employees, agents, and distributors harmless from, any and all loss, damage or liability related to door system/components. This indemnification shall include, but is not limited to, reasonable attorney's fees, court costs and other expenses incurred as a result of any claim, lawsuit, or action of a governmental body, business, corporation, or other person arising from or connected with door system/components.

19. Return Goods:

If not otherwise agreed in writing, Customer shall inspect each product as it is received and, if Customer believes that the product is defective, Customer shall give TriMark prompt notice (no later than 7 days after receipt of product) of the details of any such claimed defect. Customer shall at its own expense return the product to TriMark or, at TriMark's option, allow TriMark to inspect the product at the place where it is located. If a defect is demonstrated to TriMark's satisfaction, TriMark will within a reasonable time replace or rework the non-conforming product or, at TriMark's election, accept the return thereof and issue a credit to Customer in the amount of the price paid by Customer plus Customer's costs of return, if any. These alternative remedies shall be the exclusive remedies of Customer against TriMark for any defect in a product and TriMark shall not incur any further liability or obligation whatsoever, including, but not limited to, incidental or consequential damages for lost profits, lost sale, injury to person or property, or any other incidental or consequential loss.

Advance authorization from our Customer Service Department is required for all goods to be returned to TriMark. Authorization to return shall be granted when TriMark determines a product is defective or there were incorrect shipments due to an error on TriMark's part. However, no credit or return shall be authorized for product that is considered "special" or unique to a single customer, unless it can be determined that the product issue identified is due to incorrect assembly or an error on TriMark's part. TriMark shall not accept any return of products that were manufactured over one year prior to the requested date of return shipment to TriMark. TriMark may also, at its option, authorize the return of other goods subject to a 20% restocking charge. Credit shall be determined upon inspection of all products returned to TriMark. Freight on all return goods must be prepaid to our plant and merchandise must be received within 30 days of date of authorization. All returns must have a Return Goods Authorization Number, which must accompany all correspondence and shipping documents. Any return without an RGA number shall be refused at our receiving dock.

20. Language:

This Agreement and all documents and communications relating to TriMark's Product and Service are to be communicated and written in the English language and shall govern and control in the case of any dispute between the Parties regarding the interpretation or application of these Terms and Conditions.

21. Complete Agreement:

This contract sets forth the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations and agreements, oral or written. Any modification hereof must be in writing and signed by both parties.

22. Severability:

To the extent that any provision of these Conditions of Purchase is found to be invalid or unenforceable, that provision notwithstanding, the remaining Conditions of Sale shall remain in full force and affect, and such invalid or unenforceable provision shall be deleted.

23. Survival:

Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: 3, 8, 9, 10, 16, 17, 18, 20, 23, 24.

24. Applicable Laws; Arbitration:

All terms and conditions shall be construed and enforced pursuant to the laws of the State of Iowa. The venue for any action brought under this Agreement shall be in the District Court of the State of Iowa in and for Chickasaw County.