

ADDITIONAL TERMS AND CONDITIONS OF INVOICE

NOTICE TO BUYER – TERMS AND CONDITIONS OF SALE. If the offer by Atwood Mobile Products, LLC (“Atwood”) to sell the goods reflected on the face of this Invoice was previously documented by an Order Acknowledgement signed by Atwood (the “Atwood OA”), then the terms and conditions of such Atwood OA shall be deemed to be incorporated herein by reference and shall be a part of this contract; provided, however, if the terms and conditions set forth in such Atwood OA conflict with the Terms and Conditions of this Invoice then the Terms and Conditions of this Invoice shall govern. If the Terms and Conditions of this Invoice modify or rescind any terms and conditions of such Atwood OA, then such terms and conditions of the Atwood OA shall be deemed to be modified or rescinded accordingly. This transaction is subject to the Terms and Conditions of Sale including Limitations of Warranty stated below. Atwood’s acceptance is expressly conditioned upon Buyer’s consent to such Terms and Conditions of Sale including Limitations of Warranty. Buyer’s exception to any such Terms and Conditions of Sale including Limitations of Warranty must be in writing received by Atwood with ten (10) days of Buyer’s receipt of this Invoice. Otherwise, Buyer shall be considered to have consented to the Terms and Conditions of Sale including Limitations of Warranty stated below.

TERMS AND CONDITIONS OF SALE INCLUDING LIMITATIONS OF WARRANTY

ORDER PLACEMENT. All goods and services furnished by Atwood are governed by these Terms and Conditions of Sale including Limitations of Warranty (hereinafter “Terms and Conditions”), including those on the face of the Invoice, and any provisions of Buyer’s order or other communication in conflict with these Terms and Conditions are expressly rejected. Stenographic and clerical errors are subject to correction. No additions or modifications shall be valid unless confirmed in writing by Atwood. **ATWOOD IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF THIS INVOICE.**

PRICE/DELIVERY/DELAY. Unless otherwise provided by Atwood’s written quotation or agreed by Atwood in writing, price and delivery terms shall be F.O.B. shipping point. Prices do not include any Federal, State or local taxes. Unless otherwise agreed in writing, Atwood will select the route and manner of shipment, reserve the right to make delivery in installments when necessary, to invoice each installment separately and to expect payment for each installment within Atwood’s selling terms. All risks of loss or damage shall pass to Buyer at the place and time such goods are placed into the possession of the carrier or shipper, in accordance with the previously referenced F.O.B. shipping point term. Prices for goods shall be those in effect on the date of invoice unless otherwise provided by our quotation or agreed to in writing by Atwood. If Buyer fails to accept delivery, according to the agreed upon delivery schedule, Atwood may cancel the then remaining balance of the order. Such cancellation, if elected by Atwood, shall be in addition to, and not in lieu of, any other rights or remedies which Atwood may have at law or equity. Prices are good for only quantities indicated. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall be due as if shipment had been made. A reasonable storage charge may be made and such storage shall be at the risk of Buyer. Atwood shall not be liable for any direct, indirect, consequential, special or incidental losses or damages resulting from its delay in shipment.

PAYMENT/CREDIT/SECURITY. Payment shall be due upon delivery or as otherwise provided by Atwood in this Invoice. Atwood shall be entitled to charge a interest of ½ % per month or annual percentage rate of 18% for payments not made in accordance with the stated or agreed upon terms of payment. Whenever Atwood in good faith deems itself insecure, it may, without prejudice or waiving any other rights or remedies it may have at law or equity, cancel any outstanding orders with Buyer and/or hold production/shipment of any unfilled orders: modify or revoke its extension of credit to Buyer, and take any other steps permitted by law and necessary or desirable to secure Atwood with respect to Buyer’s payment of goods and services furnished or to be furnished. Buyer will pay Atwood’s actual costs of collection, including but not limited to court costs, additional litigation expenses, and reasonable attorney’s fees incurred for collection of any delinquency. Title to the goods shall remain with Atwood until Buyer receives physical possession of the goods and the goods are fully paid for by the Buyer. Buyer shall have no right of offset against amounts owed to Atwood.

ACCEPTANCE. Goods furnished or services performed by Atwood in all events will be deemed to have been accepted within thirty (30) days after receipt of Buyer, unless rightfully rejected within such period by written notice to Atwood, by Certified Mail, Return Receipt requested, setting forth all of the defects upon which the rejection is claimed. Claims for factory damage or shortages shall not be considered unless made in writing within ten (10) days after receipt of the goods or services and accompanied by reference to our bill of lading and invoice numbers. Buyer’s claims for damage or shortage in transit must be filed by Buyer against carrier. Defective product must be returned for inspection and disposition. An RGN (return goods number) must be obtained prior to returning any product to Atwood.

LIMITED WARRANTY/REMEDY. Atwood warrants that all goods sold by Atwood will be of the kind and quantity specified in this Invoice and are free from defects in title and defective workmanship or material as of the time and place of delivery by Atwood. This warranty is extended to any buyer for a period of twelve (12) months (unless limited further below) from the date of purchase for windows and doors. All other products are warranted for 24 months from date of purchase according to the limited warranty defined in the IOM (installation, operating and maintenance) manual for said product. For products used commercially, this warranty is valid for thirty (30) days from the date of purchase or until the Buyer accepts the goods after inspection, which ever shall occur first. If, within the applicable warranty period any part within the scope of this warranty proves to be defective in workmanship, Atwood shall, at its option, repair, authorize repair or replace the defective part. In order to obtain performance of the obligations under this warranty, the owner must promptly (in no event later than thirty (30) days after discovery of the defect) give written notice of the defect to Atwood Mobile Products, LLC, 1120 N. Main Street, Elkhart, Indiana 46514, together with the serial number of the part supplied by Atwood, and, at Atwood’s discretion, returns the defective part or product to Atwood. All transportation shipping costs and the return of such parts shall be at Buyer’s expense. This warranty does not extend to any defect or problem caused by the negligence or acts of Buyer, or others, failure to properly install, operate or maintain the product in accordance with installation, operating and/or maintenance instructions furnished with such products, unreasonable use, accidents, alternations or ordinary wear and tear. **ATWOOD WILL NOT BE RESPONSIBLE OR LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND** however arising, including but not limited to use of any products, loss of time, inconvenience, or other incidental or consequential damages with respect to persons, business or property, whether as a result of breach of warranty, negligence or otherwise. Notwithstanding any other provision of this invoice, **BUYER’S REMEDY AGAINST ATWOOD FOR GOODS SUPPLIED OR FOR NON-DELIVERY OR FAILURE TO FURNISH GOODS, WHETHER OR NOT BASED ON NEGLIGENCE, STRICT LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, IS LIMITED SOLELY, AT ATWOOD’S OPTION, TO REPLACEMENT OF OR CURE OF SUCH NONCONFIRMING OR NON-DELIVERED GOODS OR RETURN OF THE PURCHASE PRICE FOR SUCH GOODS AND IN NO EVENT SHALL EXCEED THE PRICE OR CHARGE FOR SUCH GOODS. ATWOOD EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO THE GOODS SOLD.** This warranty may be altered only in writing signed by an officer of Atwood. It may not be altered or extended orally or in writing by any other person. **NOTE: Some states do not allow (a) limitations on how long an implied warranty lasts, or (b) the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.**

INDEMNIFICATION. Buyer shall defend, indemnify and hold Atwood harmless from and against any and all claims, liabilities, loss, costs, damage or expense (including reasonable attorneys’ fees) of any kind or nature whatsoever relating to the performance by Atwood hereunder, including without limitation, claims made for property damage or personal injury (including death), whether such claims are premised on contract or on tort (including, without limitation, strict liability). This indemnity provision shall not apply where such damage or injury is attributable solely to the negligence of Atwood, its employees or agents.

FORCE MAJEURE. Atwood will not be liable for any delay in the performance of its obligation under this Invoice or for any damages suffered by the Buyer by reason of such delay, when such delay is directly or indirectly caused by or in any manner arises from: fires; floods, accidents; riots; acts of God, governmental interference; embargoes; strikes; labor difficulties; shortages of labor, fuel, power, materials or supplies; transportation delays; any existing or future laws or acts of the Federal or any State government (including specifically, but not exclusively, any orders, rules or regulations issued by any official or agency or any such government) affecting the conduct of Atwood’s business; or any other cause or causes (whether or not similar in nature to any of those specified above) beyond Atwood’s control, including modifications to the fabricating specifications requested by the Buyer subsequent to commencement of production by Atwood. Atwood shall not pay and shall not be liable for express mailing, telephone, telecopy, telegraph, traveling expenses or similar charges occasioned by non-delivery of goods covered by this provision.

NO WAIVER. The failure of Atwood upon knowledge of any default or violation by Buyer of any of the Terms and Conditions of this agreement to enforce its rights or remedies shall not be construed as a waiver of such default or violation, or of any provision hereof, or of any of its rights or remedies.

LIMITATION OF LITIGATION/ATTORNEY FEES. Any controversy or claim of Buyer arising out of or related to this Invoice must have accrued within the applicable warranty period, and then be commenced within one (1) year after the cause of action has accrued. Atwood shall be entitled to reimbursement of all costs and expenses, including reasonable attorneys’ fees and other litigation expenses, from the Buyer relating to any lawsuit arising from this Agreement in which Atwood prevails.

ENTIRE AGREEMENT/GOVERNING LAW AND FORUM/SEVERABILITY. Except as otherwise agreed in writing, this constitutes the entire agreement between Atwood and Buyer, superseding all prior quotations and understandings, oral or written. All such previous communications are hereby abrogated and withdrawn, and no stipulations, representations or agreements by Atwood, or its officers, agents, or employees shall be binding upon Seller unless reduced to writing and attached to and incorporated by reference herein, and no local, general, or trade custom shall alter or vary the terms hereof. Any questions concerning the validity, interpretation or effect of this Agreement, or interpretations and enforcement of the rights and obligations of the parties hereunder, shall be governed by the laws of the State of Indiana, and the State Courts of Indiana shall be the exclusive jurisdiction within which to resolve all such questions, disputes, controversies, or litigation. If any provision hereof is determined invalid under applicable law, such invalidity shall be limited to such provision without invalidating the remainder of the other Terms and Conditions hereof.