

Tirevio Dealer/ Commercial Account Policy

Terms and Conditions of Sale and Account

The **Dealer** (the applicant company) agrees to the following Terms and Conditions, which will govern all sales and the Dealer's account with **TireVIO, Inc.** (referred to as "**TireVIO**"):

1. **Prices and Product Changes.** All prices and discounts for TireVIO products are subject to change without notice. All orders are subject to acceptance by TireVIO. TireVIO may offer special pricing or discounts on volume purchases at its discretion. Product specifications, designs, and recommendations are subject to change without prior notice.
2. **Payment Terms and Methods.** Unless otherwise agreed in writing, payment for all invoices is due **30 days** from the invoice date (Net 30 terms). If credit terms have not been established, initial orders may be required to be **prepaid** by credit card, certified check, money order, or approved company check. TireVIO reserves the right to charge interest on past due balances at the rate of **1.5% per month** (18% per annum) or the maximum rate permitted by law, whichever is lower virnigmfg.com. If any check is returned by the bank for insufficient funds or any other reason, a service fee of **\$25.00** will be charged. Additionally, a finance charge of up to 2% per month may be applied to balances outstanding due to a returned check, and TireVIO may require future payments to be made by certified funds or credit card. Dealer agrees to pay all costs of collection on delinquent accounts, including reasonable attorneys' fees and court costs, in the event of default virnigmfg.com. Dealer shall not withhold payment or set off any amounts due to TireVIO for any reason without TireVIO's prior written consent.
3. **Freight and Shipping.** Standard ground shipping is **free for orders of \$300 or more** (before tax). For orders less than \$300, TireVIO will ship by the most economical reasonable method, unless the Dealer requests a specific shipping method, and the actual shipping costs will be added to the order. All shipments are FOB origin (shipping point); title and risk of loss passes to Dealer when TireVIO delivers the products to the carrier. Dealer is responsible for any shipping charges on orders that do not qualify for free freight.
4. **Refused Shipments.** If the Dealer refuses delivery of a shipment without prior authorization, the returned shipment **does not entitle the Dealer to a refund or credit** by default. The Dealer must promptly contact TireVIO to make arrangements for any refused shipment. TireVIO reserves the right to charge the Dealer for all freight costs incurred by the refusal, plus a restocking fee of up to **25%** of the order value for handling the refused shipment.
5. **Back Orders.** Any items on back order will be shipped to the Dealer as soon as they become available. If the Dealer wishes to cancel a back-ordered item, the Dealer must notify TireVIO by phone or email before the item has shipped. If not canceled in time, back-ordered items will be sent when in stock, and normal return policies will apply if the Dealer does not want the item.
6. **Special Orders.** Any products that are custom-made or specially ordered at the Dealer's request are **non-cancelable once the order is placed** and may require a non-refundable

deposit. Special order and custom products are not eligible for return, refund, or exchange unless defective (and then only in accordance with the warranty policy).

7. **Returns and Exchanges.** Dealer may request a return of products **within 14 calendar days** of the Dealer's receipt of the products, **for exchange or refund** of the purchase price, **only if** all the following conditions are met: (a) **Pre-Authorization:** Dealer **must obtain a Return Authorization (RA)** number from TireVIO **before** returning any item. Returns without a prior RA will not be accepted. (b) **Eligible Products:** Only unused products in their **original, undamaged, saleable** condition and packaging are eligible for return. Products that have been installed, used, mounted, modified, scratched, or otherwise defaced **cannot be returned or exchanged**. (c) **Timing:** The return must be initiated within 14 days of receipt, and **authorized returns must arrive at TireVIO within 10 business days** after the RA is issued. (d) **Return Shipping:** The Dealer is responsible for all return shipping costs and must insure the shipment at full value. **Original shipping and handling charges are non-refundable** (unless the return is due to TireVIO's shipping error, see Section 8). (e) **Documentation:** Each return shipment must include a copy of the original invoice and a written explanation of the reason for return, along with a contact name and phone number for any questions. (f) **Inspection and Restocking:** A Return Authorization is an approval to ship the product back for inspection **only** – it **does not guarantee** a refund or replacement. TireVIO will inspect returned items and, if the return is approved, will issue credit or send a replacement. A **restocking fee of up to 25%** may be assessed on any return that is not due to TireVIO's error. (g) **Ineligible Items: No cancellations or returns are allowed on special order or custom-made items**, or on any product that is designated as non-returnable at the time of sale.
8. **Shipping Errors and Damage Claims.** In the case of a shipment error where TireVIO shipped an incorrect item or an incorrect quantity, TireVIO will, at its option, arrange to retrieve the incorrect item (e.g. by issuing a pre-paid return label or call tag) and will send the correct item at no additional cost to the Dealer. The Dealer must notify TireVIO of any shipping errors or any products that were received in damaged condition **within 5 business days** of receipt. **Damage or Loss in Transit:** All products are carefully packed and inspected using a triple-check process before leaving TireVIO's facility. Title and risk pass to the Dealer upon carrier pickup (see Section 3 above); therefore, any **damage or loss during shipment** is the responsibility of the carrier. The Dealer **must note any obvious shipping damage or loss on the carrier's delivery receipt at the time of delivery**, and promptly file a claim with the carrier for any damage or loss incurred during transit. TireVIO will not initiate shipping claims on the Dealer's behalf. Please retain all original packaging materials and cartons for carrier inspection in the event of damage. Claims for shipping shortages, losses, or damages must be submitted to the carrier (and copied to TireVIO for our records) within **five (5) working days** of delivery.
9. **Product Warranty; Disclaimer.** TireVIO provides a limited warranty to the Dealer (and the end-user customer) that all new products sold by TireVIO **are free from defects in material and workmanship** under normal use for a period of **three (3) years or 30,000 miles**, whichever occurs first, from the date of original retail purchase. This limited warranty covers only defects in manufacturing and materials. **Exclusions:** This warranty **does not** cover damage or failure resulting from improper installation, misuse, abuse, neglect, accident, racing or off-road use, improper maintenance, or use in an application

for which the product was not intended. Any modification or alteration of the product voids this warranty. **Warranty Claims:** All warranty claims are subject to approval by TireVIO upon inspection of the returned product. The Dealer (or end customer) must contact TireVIO for a warranty Return Authorization and follow TireVIO's instructions for return of the product for inspection. Upon confirming a valid defect, TireVIO will, at its option, **repair or replace** the product, or issue a credit/refund for the purchase price; labor costs, installation charges, towing, and any incidental or consequential damages are **not covered** by this warranty unless required by law or agreed in writing by an officer of TireVIO. **DISCLAIMER:** Except for the express limited warranty stated above, **TireVIO makes no other warranties of any kind**, express or implied. To the fullest extent allowed by law, TireVIO **disclaims all implied warranties**, including any implied warranty of merchantability or fitness for a particular purpose 50-state.watttieder.com. All products are provided "**as is**" to the Dealer, and the Dealer is solely responsible for determining the suitability of the products for resale or for any particular end-use. The Dealer is also responsible for compliance with all local, state, and federal laws regarding the marketing, sale, and use of the products; TireVIO makes no representation that the products are legal for use in every jurisdiction, and **Dealer assumes all responsibility for ensuring compliance with applicable laws.**

10. **Limitation of Liability.** To the fullest extent permitted by Indiana law, TireVIO's liability to the Dealer (and to any party claiming through the Dealer) for any claim arising out of or relating to this Agreement or the products sold shall be **limited to the purchase price actually paid** by the Dealer for the specific product(s) giving rise to the claim theindianalawyer.comtheindianalawyer.com. In **no event** shall TireVIO be liable for any indirect, special, incidental, or consequential damages of any nature whatsoever, or for any lost profits, loss of business, or reputational harm, arising out of or in connection with the products or transactions contemplated by this Agreement 50-state.watttieder.com50-state.watttieder.com. This limitation and exclusion of liability applies regardless of the legal theory under which such liability is asserted, whether in contract, tort (including **negligence**), strict liability, or otherwise 50-state.watttieder.com50-state.watttieder.com. The parties agree that these limitations of liability are a reasonable allocation of risk and form an essential part of the basis of the bargain between Dealer and TireVIO theindianalawyer.com.
11. **Title and Security Interest.** Until TireVIO has received full payment for all products shipped to the Dealer, **TireVIO retains title to and a security interest in those products.** Dealer agrees that TireVIO may file financing statements (UCC-1) or similar documents to perfect its security interest in the products. If the Dealer fails to pay for the products as agreed, TireVIO shall have, in addition to any other rights, the rights of a secured creditor, including the right to repossess or require return of the products. Once full payment is received by TireVIO, title to the products will pass to the Dealer (subject to any other terms herein). Notwithstanding the foregoing, risk of loss passes to the Dealer upon TireVIO's delivery of products to the carrier as stated in Section 3 above.
12. **Account Termination.** TireVIO reserves the right to terminate the Dealer's account and dealership status at any time if the Dealer fails to meet the above terms and conditions or otherwise does not continuously qualify as a TireVIO authorized dealer. Such termination may be immediate and without prior notice in the event of a serious breach (such as non-payment, fraud, or violation of TireVIO policies). In the event of termination by TireVIO,

TireVIO may cancel any pending orders and will have no obligation to fulfill any future orders. The Dealer will remain responsible for any outstanding balances, which shall become immediately due and payable upon termination. The Dealer may also terminate its dealer status by providing written notice to TireVIO, provided that all outstanding obligations are promptly fulfilled. **Survival:** Any provisions of this Agreement which by their nature are intended to survive termination (including but not limited to limitations of liability, disclaimers of warranty, and payment obligations) shall survive the termination of the Dealer's account.

13. **Independent Contractor; No Franchise.** The Dealer's relationship with TireVIO is that of an independent contractor and buyer/reseller. Nothing in this Agreement shall be construed to create an agency, partnership, franchise, or joint venture between TireVIO and Dealer. The Dealer **is not granted any exclusive territory** or exclusive rights, and TireVIO may appoint other dealers or sell directly to customers at its discretion. The Dealer has **no authority to bind or act on behalf of TireVIO** in any way, and shall not represent to any third party that the Dealer has any such authority.
14. **Governing Law and Venue.** This Agreement and the Dealer's account shall be governed by and construed in accordance with the laws of the **State of Indiana**, U.S.A., without regard to its conflict of laws principles globaleedge.msu.edu. The parties agree that any dispute or claim arising out of or relating to this Agreement, or the business relationship between TireVIO and Dealer, shall be brought exclusively in the **state courts of Indiana (Lake County)** or in the federal courts of the **Northern District of Indiana**, as applicable. The Dealer consents to the personal jurisdiction of such courts and agrees that venue is proper in those courts for all such disputes. *(If Dealer is located outside Indiana, Dealer waives any objection to the inconvenience of litigating in Indiana to the fullest extent permitted by law.)*
15. **Entire Agreement; Changes.** This Application and Agreement (including all the information provided by Dealer and the terms and conditions herein) constitutes the **entire agreement** between TireVIO and the Dealer with respect to the subject matter, and supersedes any prior or contemporaneous agreements or communications, whether written or oral, relating to the dealer account or product sales. The Dealer acknowledges that it has not relied on any promises or representations by TireVIO or its agents that are not expressly stated in this written Agreement. **No amendment or modification** of this Agreement shall be binding unless in writing and signed by an authorized representative of TireVIO. An emailed or electronically signed agreement, or a PDF copy of a signed agreement, shall be considered as effective as an original signature. TireVIO may update or modify these terms in the future with written notice to Dealer, and continued use of the account or placement of orders after such notice will constitute acceptance of the new terms.
16. **No Waiver; Severability.** No failure or delay by TireVIO in exercising any right or remedy shall constitute a waiver of any provision of this Agreement. A waiver on one occasion shall not operate as a waiver of any other occasion. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed and the remaining provisions shall remain in full force and effect, as if the invalid portion had never been part of this Agreement.
17. **Authorization and Certification.** The individual signing below on behalf of the Dealer certifies that all information provided in this application is true, correct, and complete to

the best of their knowledge. The Dealer (and undersigned representative) acknowledges that this information is provided for the purpose of obtaining credit and establishing a commercial account with TireVIO, and **authorizes TireVIO to investigate all trade and bank references listed in this application and to obtain credit reports or other financial information** about the Applicant's business (and its principals) as needed for credit evaluation. The undersigned further represents that he/she is an officer or authorized agent of the Applicant with full authority to enter into this Agreement on the Applicant's behalf. By signing below, Dealer agrees to **abide by all the above terms and conditions of sale** set by TireVIO. Dealer understands that **violation of these terms may result in suspension or termination of the account** and/or other remedies as provided above.