

RED CLASSIC TRANSIT, LLC
MAINTENANCE TERMS AND CONDITIONS

1. **Services.** These terms and conditions (“Terms”) govern the provision of Services by Red Classic Transit, LLC, a North Carolina limited liability company (“Red Classic”). Any customer receiving Services from Red Classic is referred to herein as “you” or “Customer”. Each of Red Classic and Customer may individually be referred to as a “Party” and collectively as the “Parties.” As used in these Terms, “Services” means (a) the provision of maintenance services, repair, and installation for motor vehicles, tractors, trailers, material handling equipment, or other motorized or non-motorized equipment, and/or (b) the sale of finished goods, parts, equipment, and materials related to the same (the “Parts”). Any estimate, quote, invoice, service level agreement, text message, e-mail, exhibit, or other document issued by Red Classic to Customer relating to the Services (each a “Service Document”), together with these Terms (collectively, this “Agreement”) comprise the sole, exclusive, and entire agreement between the Parties with respect to the Services, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral. These Terms shall prevail to the extent any terms and conditions in a Service Document are inconsistent with these Terms. If for any reason these Terms or any Service Document issued by Red Classic is deemed to be an acceptance of a prior offer made by Customer, such acceptance is expressly conditioned on Customer’s assent to only these Terms.

2. **Service Document; Pricing; Taxes.** Except as otherwise agreed between the Parties in writing, Red Classic may, in its sole discretion, accept or reject any request for Services. All Services shall be provided in accordance with a Service Document provided to and accepted by Customer. Once accepted by Red Classic, Customer may not cancel or modify an order without the prior written consent of Red Classic and reimbursement of all costs or losses suffered by Red Classic as a result of cancellation or modification. Any price quoted by Red Classic in any Service Document shall remain in effect for seventy-two (72) hours or such other time period stated in Red Classic’s Service Document; provided, however, Red Classic reserves the right to adjust the price set forth in any Service Document due to changes in the cost of any Parts. Customer shall be responsible for any foreign, federal, state or local sales, use, value-added, excise or other taxes or any tariffs, custom fees, duties or other charges imposed on or measured by the use or sale of the Services.

3. **Payment.**

(a) Except as otherwise agreed between the Parties in writing, Customer shall pay each invoice for Services, without deduction or setoff, within thirty (30) days of the date of the invoice. Customer shall have thirty (30) days from the date of any invoice to dispute the charges contained therein. If no dispute is received by Red Classic in writing on or before such date, Customer hereby waives any and all objections to such invoice.

(b) Customer may elect to use a third-party to act as its agent in dealing with Red Classic in conjunction with the Services, including, but not limited to, facilitating the provision of Services and/or processing payment for such Services (a “Third-Party Agent”) by providing written notice of the same to Red Classic. In such event, Customer represents, warrants, and covenants that (i) the Third-Party Agent is the duly authorized agent of Customer with the full authority to bind Customer in all respects hereunder, (ii) such designation is valid until Red Classic receives written notice of revocation of the same from Customer, and (iii) despite the use of such Third-Party Agent, Customer will continue to be bound by the terms of this Agreement and directly liable to Red Classic for all Services performed. Red Classic may charge Customer an increased fee for the use of any such Third-Party Agent, including, but not limited to, for costs or charges imposed by such Third-Party Agent.

(c) Without limitation of Red Classic’s other rights or remedies under applicable law, in the event Red Classic does not receive payment in full on outstanding invoices within thirty (30) days after becoming due, Red Classic may: (i) charge interest on any such unpaid amounts at a rate of one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (ii) suspend performance for all Services until payment has been made in full. Customer shall be liable for a returned check fee in the amount of \$35 for all returned checks.

4. **Limited Warranty.**

(a) Red Classic warrants that the Services will be performed in a good and workmanlike manner. This warranty will remain in effect solely for a period of thirty (30) days after completion of the Services. Any warranties

on the Parts or other goods used in performance of the Services or otherwise sold hereunder are solely those made by the manufacturer. Red Classic makes no warranties with respect to such products nor does it assume or authorize any other person to assume for it any liability in connection with such products. Customer acknowledges and agrees that its sole and exclusive remedy with respect to any defective Parts, including, but not limited to, any Parts supplied by Customer, shall be as set forth in the manufacturer's warranty applicable to such Part, subject to all of the terms, conditions, and limitations stated therein.

(b) OTHER THAN THE EXPRESS WARRANTY CONTAINED IN SECTION 4(a), RED CLASSIC HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO SERVICES OR PARTS, WHETHER EXPRESS OR IMPLIED, WRITTEN, ORAL OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTY OF WORKMANLIKE QUALITY. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF THE LIMITED WARRANTY SHALL BE FOR RED CLASSIC, AT ITS OPTION, TO (i) RE-PERFORM THE DEFECTIVE SERVICES; OR (ii) REFUND THE PURCHASE PRICE PAID BY CUSTOMER FOR SUCH SERVICES.

5. **Limitation of Liability.**

(a) **No Consequential or Incidental Damages.** IN NO EVENT SHALL RED CLASSIC OR ANY OF ITS AFFILIATES OR ITS OR THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS BE LIABLE UNDER THIS AGREEMENT TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, ENHANCED, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF REVENUE OR PROFIT, OR DIMINUTION IN VALUE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT RED CLASSIC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **Maximum Liability.** IN NO EVENT SHALL RED CLASSIC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT ACTUALLY PAID TO RED CLASSIC BY CUSTOMER FOR THE GOODS OR SERVICES WHICH ARE THE SUBJECT OF THE APPLICABLE CLAIM.

(c) **Deadline to Bring an Action.** No action, regardless of form, arising out of the transactions under this Agreement, may be brought by Customer more than one (1) year after the cause of action has accrued.

6. **Confidentiality.** All non-public, confidential or proprietary information of Red Classic, including but not limited to, trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, vendor lists, pricing, discounts, or rebates, disclosed or made available by Red Classic to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement (the "Confidential Information") is confidential and the property of Red Classic; provided, however, Confidential Information shall not include any such information that is (a) in the public domain; (b) known to Customer at the time of disclosure on a non-confidential basis; or (c) rightfully obtained by Customer on a non-confidential basis from a third party. For five (5) years following the disclosure of any Confidential Information, except where otherwise required by law or legal process, Customer shall safeguard and maintain the confidentiality of Red Classic's Confidential Information, exercising not less than a reasonable degree of care, and shall only use such Confidential Information for the purpose of assisting Red Classic in the performance of the Services. Red Classic shall remain the exclusive owner of its Confidential Information. Upon Red Classic's request, Customer shall promptly return all Confidential Information to Red Classic. Red Classic shall be entitled to injunctive relief for any violation of this Section.

7. **Indemnification.** Customer shall defend, indemnify, and hold harmless Red Classic, its affiliates and its/their respective members, managers, officers, directors, shareholders, employees, and agents (the “Indemnified Parties”), from and against any and all losses, claims, demands, liabilities expenses, or damages, including, without limitation, reasonable attorneys’ fees and court costs, arising out of or relating to (i) Customer’s material breach of this Agreement, (ii) Customer’s negligence, intentional misconduct, or violation of any applicable law, rule, or regulation, or (iii) bodily injury, death, or property damage arising from Customer’s use or operation of the product of the Services hereunder.

8. **Force Majeure.** Red Classic shall not be in default of, or liable for any delay in the performance of, this Agreement by reason of any occurrence or event beyond the control of Red Classic, including, but not limited to, any acts of God, flood, fire, explosion, or other natural or man-made disaster, epidemic, pandemic, viral or bacterial outbreak, war, invasion, hostilities, terrorist threats or acts, riots or other civil unrest, governmental orders, laws, emergency proclamations, or quarantine restrictions, actions, embargoes or blockades, shortage or unavailability of labor, strikes, labor stoppages or slowdowns or other disturbances (each a “Force Majeure Event”). In the event of a Force Majeure Event, (a) Red Classic’s performance under this Agreement will be postponed by such length of time as may be reasonably necessary to compensate for the delay caused by or resulting from the Force Majeure Event, and (b) Red Classic may terminate this Agreement and/or cancel any Services impacted by the Force Majeure Event without liability.

9. **Termination.** In addition to any remedies that may be provided under this Agreement, Red Classic may terminate this Agreement or any Services to Customer immediate effect upon notice to Customer at any time for any reason. Red Classic shall be compensated for any Services performed at the time of termination. Provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to Sections 1 through 10.

10. **Miscellaneous.** This Agreement shall not be assigned, transferred, waived, amended, or modified in any way by Customer without the prior written consent of the other party. This Agreement is governed by the laws of the State of North Carolina. The sole and exclusive venue for any controversy, dispute or claim arising out of or relating to this Agreement shall be the state and federal courts located in Mecklenburg County, North Carolina. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written contracts and understandings with respect to the subject matter hereof. There are no third-party beneficiaries to or of this Agreement.

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