

FISHER ENGINEERING TERMS OF SALE

1. Definitions.

In this Terms of Sale, the terms “you,” “your,” “authorized outlet,” and “buyer” refer to the purchaser of any products (including but not limited to whole goods, parts and accessories) from Fisher Engineering. “We,” “us,” “our,” and “Fisher Engineering” refer to Fisher Engineering, a division of Douglas Dynamics, LLC.

2. Products.

You may produce those products authorized by us from time to time, and we reserve the right to discontinue, withdraw or limit the sale of any and all products, and to change the design and specifications of the products.

3. Sole Terms and Conditions.

These Terms of Sale will govern all sales of products by Fisher Engineering to you. A PURCHASE ORDER OR OTHER OFFER OR CONFIRMATION OF PURCHASE CONTAINING ADDITIONAL OR DIFFERENT TERMS IS HEREBY EXPRESSLY REJECTED, AND YOUR ACCEPTANCE OF ANY PRODUCTS AND/OR YOUR PLACEMENT OF ANY ORDERS WITH FISHER ENGINEERING INDICATES YOUR ASSENT TO THESE TERMS OF SALE.

4. Credit and Warranty Policies.

All product orders are subject to our acceptance and the terms of our standard Credit Policy and Warranty Manual, copies of which have been provided to you or are available upon your request, the terms of which are incorporated herein by reference. Our Credit Policy, the Warranty Manual and these Terms of Sale may be revised by us from time to time and shall become effective upon our publication of revisions to you and you agree to be bound by such revisions. Cancellation, modification, suspension or delay of your order will require our written approval.

5. Nonexclusivity.

Although Fisher Engineering uses care in selecting its authorized outlets, you agree that your approval as an authorized outlet in no way constitutes the grant of a franchise or other exclusive or special right to purchase or sell Fisher Engineering’s products. There is no franchise fee or other charge to you, other than the costs of goods sold to you. We reserve the right to sell to others and to decline to sell to you for any reason or no reason, in our sole discretion, at any time.

6. Warranties.

The warranties set forth in our Warranty Manual, as revised from time to time, are exclusive and no other warranties, express or implied, including, without limitation, any implied WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE AND ARE HEREBY DISCLAIMED IN CONNECTION WITH ANY PRODUCTS SOLD TO YOU BY FISHER ENGINEERING. THE REMEDIES SET FORTH IN OUR WARRANTY POLICY ARE EXCLUSIVE. UNDER NO CIRCUMSTANCES SHALL FISHER ENGINEERING BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, OTHER THAN THE REMEDY OF REPAIR OR REPLACEMENT SET FORTH IN OUR WARRANTY MANUAL.

7. Shipment/Title.

All products are shipped FOB our designated plant. Risk of loss shall pass to you upon delivery to a common carrier or to your carrier at our plant. We retain, and you hereby grant to us, a security interest in all products sold to you until paid in full.

8. Taxes.

All taxes imposed on any and all transactions between us and you are your sole responsibility, other than taxes imposed upon the net income of Fisher Engineering.

9. Force Majeure.

We shall not be liable to you for any delay in delivery or other nonperformance caused by discontinuance or substantial interference with our business, in whole or in part, by reason of fire, flood, earthquake, tempest, labor dispute, war, act of God, embargo, civil commotion, governmental regulation, or any other cause beyond our reasonable control.

10. Logos and Trademarks; Proprietary Information.

“FISHER®”, the Fisher logo, registered and unregistered trademarks which are displayed in our literature are all trademarks of Fisher Engineering. You agree not to use the same, except with our express written consent. No such consent will grant you any license, and you will cease and desist in using any logos and trademarks of Fisher Engineering, upon written request from us. From time to time we may disclose confidential or proprietary information to you about us or our products and you agree to maintain such information in confidence so long as it is not publicly available.

11. Miscellaneous.

Neither these Terms of Sale nor the Warranty Manual or the Credit Policy may be modified except by a writing duly authorized by Fisher Engineering. All sales and other transactions between you and us are governed by the laws of the State of Maine, without regard to conflicts of law principles. You represent and warrant us that you have all necessary licenses

and permits to operate your business, including, without limitation, licenses and permits to sell our products and to install the same on motor vehicles, and further that you will comply with all applicable laws, regulations and governmental orders in the sale, installation and repair of our products. If any provision of these Terms of Sale, or the application thereof, is held to be unenforceable or invalid, the remaining provisions shall not be affected thereby. Neither these Terms of Sale nor any agreement for the sale of products between you and us can be assigned, without our express written consent. Nothing herein shall be deemed to create a relationship other than at will which may be terminated by us or you upon the giving of notice to the other.