



**QUOTE TERMS AND CONDITIONS**

**GENERAL:** Stenographical and clerical errors are subject to correction. Orders resulting from quotations become contracts only upon issuance of our formal acknowledgment. These terms and conditions and our invoice terms and conditions attached hereto are a complete statement of the agreement between us and you. In no event shall we be bound to any other agreement, term, or condition that is contained in an outside agreement between you and any other party unless expressly consented to by us in writing. These terms and conditions, in conjunction with the Invoice, Mechanic’s Lien Rider, Abandoned Vehicle Rider, Storage Fee & Lien Rider, Tampered Emissions Policy and Code of Conduct (together, the “Contract Documents”) constitute a complete statement of the agreement between the Customer and Interstate Power Systems, Inc., Istate Truck, Inc., Interstate Assembly Systems, Inc., Interstate Bearing Systems, Inc. or their subsidiaries or operating divisions, (“Interstate”), which shall not be supplemented or amended except by separate written agreement signed by both parties. The Contract Documents are available at: <https://www.istate.com/terms-conditions>

**LIABILITY:** Orders are accepted by us under the condition that we are not to be liable for losses or delays caused by strikes, accidents, fires or any other cause beyond our control. Damage resulting from improper storage or handling prior to placing products in service will not be considered our liability. We will not assume any responsibility, expense or liability for repairs made without our written consent. **WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO YOU, OR BY YOU OR ANY THIRD PARTY’S USE OF SUCH PRODUCTS. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES ASSOCIATED WITH THIS AGREEMENT.**

**RETURNED MATERIAL:** No material may be returned without first obtaining written approval, and no claim will be allowed nor credit given for material returned without such written approval. It is your duty to inspect goods within ten days after receipt.

**SHIPMENT:** Our responsibility ceases with the delivery of merchandise in good order to transportation companies. Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, we reserve the right to ship all material, upon completion, by any public carrier which in our opinion is satisfactory.

**PRICING; PAYMENT FOR GOODS AND SERVICES:** Prices, quotations, specifications and other terms and all statements appearing in the Seller’s sales literature and otherwise made by the Seller are subject to change without notice, including as a result of changes in market conditions, increases in raw materials, component, labor or overhead costs or because of labor disruptions or fluctuations in production volumes. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable. 100% of invoice due within 30 days of delivery of equipment.

**TAXES:** State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted prices and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt. I understand that the quoted price does not include State Sales or Excise Taxes or any other tax or governmental fee. I also understand that I must pay YOU the proper amount of any sales or excise tax, tariff charge, surcharge imposed by the Manufacturer, or any other governmental fee(collectively, “Taxes and Charges”)which applies to this sale, and this quote may be updated if any such Taxes and Charges are levied after the date of the quote.

**WARRANTY:** WE WARRANTY ONLY THAT THE PRODUCTS CONFORM TO THE SPECIFICATIONS SET FORTH ON THE FACE HEREOF OR AS THE MANUFACTURER MAY PROVIDE. ALL WARRANTIES ON PRODUCTS, PARTS AND/OR MATERIALS PROVIDED BY US SHALL BE ONLY THE WARRANTY PROVIDED BY THE APPLICABLE MANUFACTURER OF SUCH PRODUCTS, PARTS OR MATERIALS AND SUCH WARRANTIES MAY BE AND HEREBY ARE PASSED THROUGH FROM US TO YOU. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE OR ON THE FACE HEREOF. IF SERVICES WILL BE PROVIDED BY US PURSUANT TO THIS AGREEMENT, THOSE SERVICES WILL BE SUBJECT TO THE ATTACHED SERVICE WARRANTY.

**Signature below signifies approval and authorization to proceed with the purchase of equipment outlined in this proposal and acknowledges Interstate Companies, Inc. and its subsidiaries; Interstate Power Systems Inc., IState Truck Inc., Interstate Bearing Systems, Inc. and Interstate Assembly Systems, Inc. terms and conditions above, including the Code of Conduct, Service Warranty, and General Terms & Conditions, which are expressly incorporated herein by reference, and are available at <https://www.istate.com/terms-conditions> or in hard copy upon request.**

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_