

REPRINT



Page Number	Page 1 of 3
Order Date	6/20/2018
Invoice Date	10/25/2018
Sales Order #	SO - 24177200
Invoice #	24146317 RI
P.O. Number	7422512

6003210

SOLD TO
 KENT-MERIDIAN DISPOSAL COMPANY
 22010 76TH AVE SOUTH
 KENT WA 98032

6003211

SHIP TO
 KENT MERIDIAN DISPOSAL
 22010 76TH AVENUE SOUTH
 KENT WA 98032

Freight	Ship From 2476 - Fort Payne	Product Type
FOB Point	Distributor	Class
Ship VIA	End User Republic - Kent, WA	District
Packaging ph091	Terms Net 30 Days	Request Date 10/19/2018

LINE #	ITEM NUMBER	DESCRIPTION	UM	QTY	UNIT PRICE	EXTENDED PRICE
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HPS5011736
 PETERBILT 3BPDXX0X3KF104816
 Paint Code: 784083 BLUE
 Paint Options: HP_PAINT_STAN
 Comments: Kent WA,941775 2258
 Vehicle ID Number (VIN): 104816
 Finalized Quote
 Republic
 Service Hoist Unit
 move fire extinguisher to SS hopper

1.000 V000001624 HP-SIR-28Y-ODY-DSL-PET-STG-DLR EA 1
 FCT-SMP-SHT-0000001624

- HPA000046: LABOR FIXED OH
- 289-0004-002: TOOLBOX ALUM, 18X18X24, 4 YRD STD T/G
- 309-0003-007: FALL PREVENTION KIT, D-RING, 28YD WO/TOP DOOR
- 271-0002-001: Quick Disconnect Kit, Multitask liihalf Pack-2015
- HPA000044: LABOR
- 546-0004-001: Carry Can Work Lights Control, Single Panel
- 215-0005-001: MOUNT @ FORT PAYNE HEIL PLANT
- 478-0005-003: Single Lever Control Assy, SS, Multi-Function, Peterbilt, H/P
- HPA000045: LABOR VARIABLE OH
- 277-0002-005: Body Side Backing Assist Lights Round - LED
- 452-0012-003: Muncie Ext'd Shaft, 3000 Trans, Right, w/Cooler 115%
- 416-0003-002: PACKER CYLINDER MODULE 28YRD ROSENBOOM WITH SCRAPER
- HP_SODY_28YD: Halfpack Sierra Odyssey Residential 28 YD
- HPA000047: X FACTOR
- 213-0002-001: BODY UNDERCOATING-DPDC
- 464-0002-002: Mud Flap Kit - Republic
- 468-0002-002: Standard LED Lights + Whelen Strobes
- 468-0005-002: INSTALL TURN SIGNALS AMBER FOR STANDARD T/G
- 470-0016-001: 7" DISPLAY KIT, PETERBILT 320, HP/ODYSSEY
- 476-0005-005: 7" InSight Display with built in video
- 309-0008-002: WIND SCREEN KIT, FRONT BRISTLE CUREOTTO
- 309-0009-005: Wind Screen Kit, Without Top Door
- 309-0009-007: Bristle, Assembly Kit
- 309-0009-008: Light/Camera Bracket Hopper
- 480-0004-001: Single Lever Cntrl Assy, Multi-Function, C/S, 2014 Peterbilt, H/P
- 490-0007-007: CAB STRIPE KIT, REPUBLIC UNITS
- 490-0007-204: REPUBLIC DECAL & TRIM KIT 28YRDW/SIDE LADDER W/STANDARD T/G
- 494-0003-001: Pre-installed Tag
- 514-0003-001: CAB PROTECTOR ALUM NO C/O

REPRINT



THE WHEELS ARE ALWAYS TURNING

A DOVER COMPANY

Page Number Page 2 of 3
 Order Date 6/20/2018
 Invoice Date 10/25/2018
 Sales Order # SO - 24177200
 Invoice # 24146317 RI
 P.O. Number 7422512

6003210

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 KENT-MERIDIAN DISPOSAL COMPANY
 22010 76TH AVE SOUTH
 KENT WA 98032

6003211

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 KENT MERIDIAN DISPOSAL
 22010 76TH AVENUE SOUTH
 KENT WA 98032

Freight	Ship From 2476 - Fort Payne	Product Type
FOB Point	Distributor	Class
Ship VIA	End User Republic - Kent, WA	District
Packaging ph091	Terms Net 30 Days	Request Date 10/19/2018

LINE #	ITEM NUMBER	DESCRIPTION	UM	QTY	UNIT PRICE	EXTENDED PRICE
	520-0002-001:	CTRL AIR SHIELD CAB LIGHTWEIGHT				
	558-0004-006:	AUX CUROTTO CONTROLS, AFL 2018				
	HOA: Sierra Odyssey Residential					
	HP_PB: platformed Halfpack Body Assembly					
	279-0004-005:	CS BODY SIDE LADDER, Republic				
	281-0002-003:	Curbside Mid Body Back Assist Light				
	283-0005-001:	SHOVEL, BACK OF PACKER				
	283-0005-002:	BROOM, BACK OF PACKER, REP				
	285-0002-003:	HOPPER LIGHT, SINGLE-ODYSSEY				
	285-0004-001:	Single Container Work Light				
	289-0010-001:	Bracket Kit, Safety Triangle Half Pack				
	289-0010-002:	Kit Spill In Toolbox Half Pack				
	293-0002-003:	Extendable Broom, Under Body				
	295-0003-001:	Sensor, Oil Level, Pump Shut Off				
	295-0006-001:	Forward Facing Flood Lights on Peterbilt Cab				
	297-0005-002:	Fender Extension, 28YD, Freedom Refresh-2018				
	229-0019-003:	CAB VIDEO BOX PREWIRE, 3RD EYE CAMERA, HALFPACK				
	229-0019-004:	T/G CAMERA KIT, PREWIRE, 3RD EYE, STD T/G HALFPACK				
	229-0019-014:	LH CAB CAMERA KIT, PREWIRE W/ 42' CABLE, 3RD EYE, HALFPACK				
	229-0019-032:	Hopper Camera Kit, Prewired 3rd Eye				
	229-0021-001:	AWTI RADAR KIT, PREWIRE w/ 3RD EYE, HALFPACK				
	269-0006-002:	High Pressure Filter Kit, Odysseydiesel, 2 Wire, Halfpack-2016				
	271-0013-001:	Oil Tank Temperature Sensor Variant (2018) (Required on all units)				
	273-0004-002:	Fire Extinguisher In-Cab Kit All Units				
	273-0005-002:	Mud Flap Assy, Republic Logo				
	273-0009-001:	Spill Shield Kit, Eject HP				
2.000	CHASSIS-PETE	PETERBILT V#: 104816	EA	1		
3.000	WAR-5YR-INFINITY-FEL	5YR WARRANTY INFINITY CYL AUTOMATIC 5YR WAR FOR INFINITY	EA	1		
5.000	FET	FET - Federal Exise Tax	EA	1		
6.000	FREIGHT	Freight		1		
7.000	DISCOUNT	Discount		1		

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A **DOVER** COMPANY

Page Number	Page 3 of 3
Order Date	6/20/2018
Invoice Date	10/25/2018
Sales Order #	SO - 24177200
Invoice #	24146317 RI
P.O. Number	7422512

6003210

SOLD TO	KENT-MERIDIAN DISPOSAL COMPANY 22010 76TH AVE SOUTH KENT WA 98032
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6003211

SHIP TO	KENT MERIDIAN DISPOSAL 22010 76TH AVENUE SOUTH KENT WA 98032
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Freight	Ship From 2476 - Fort Payne	Product Type
FOB Point	Distributor	Class
Ship VIA	End User Republic - Kent, WA	District
Packaging ph091	Terms Net 30 Days	Request Date 10/19/2018

LINE #	ITEM NUMBER	DESCRIPTION	UM	QTY	UNIT PRICE	EXTENDED PRICE
8.000	SURCHARGE	SURCHARGE	EA	1		

Remit To: HEIL ENVIRONMENTAL
P.O. BOX 277297
ATLANTA GA 30384-7297

To Pay By ACH:
Account # 81880-10649
ABA # 121000358

OVERNIGHT ADDRESS
HEIL ENVIRONMENTAL
C/O BANK OF AMERICA
ATTN: LOCKBOX 277297
6000 FELDWOOD RD.
COLLEGE PARK GA 30349

To Pay By Wire:
Account # 81880-10649
ABA # 026009593

Terms: Heil's standard domestic payment terms are Net 30 days from the date of invoice unless modified by a separate written agreement with your company.

Late Fee: Payments received 11 days after the invoice due date will incur a Late Payment Fee of 4.0%. The fee will be assessed against the unpaid invoice balance. Please contact your sales representative if there is a legitimate reason for delayed payment or if paying less than the invoice amount.

Net 30 Days of date of invoice.

Item Total:	\$107,188.00
Misc Total:	\$6,645.66
FET:	\$13,112.47
Taxable Amount:	\$119,083.66
Tax Rate:	10 %
Sales Tax:	\$11,908.37
Freight / Drop Ship:	\$5,250.00
eCom / Discount:	\$0.00
Tires and Modifications:	\$0.00
Subtotal:	\$144,104.50
Order Deposit:	

Pay This Amount:	\$144,104.50
Currency Code:	
Exchange Rate:	0
Net Due Date:	11/24/2018

**Rush Crane & Refuse Systems International**

PO Box 200105
 San Antonio, TX 78220
 877-661-4511

Customer Invoice**7201-15575**

www.rushtruckcenters.com

TRUCK INFORMATION			VEHICLE SALES All Sales in US Dollars		
YEAR - MAKE	2019 Peterbilt	MODEL	520	Sales Price	146,435.00
SERIAL NO.	3BPDXXK0X3KF104816	STOCK NO.	958992	Factory Paid F.E.T.	15,389.00
SALESMAN	Hal Holloway			F.E.T. Tire Credit	0.00
CUSTOMER INFORMATION			Total Factory Paid F.E.T.		15,389.00
SOLD TO Kent - Meridian Disposal Company			Optional Extended Warranties		150.00
ADDRESS 22010 76TH AVE SOUTH			Sub-Total		161,974.00
CITY Kent STATE WA ZIP 98032			Dealer Paid F.E.T. *		360.00
DATE	NEW OR USED	ENGINE NO.	Local Taxes		0.00
9/27/2018	New	X007191	Title/Registration Fee		0.00
PO 7701918			Documentary Fee **		0.00
Delivered to body company 09/24/2018			Total Cash Delivered Price		162,334.00
Terms: Net 22 days from date on invoice.			Unpaid Cash Balance Due on Delivery		162,334.00
O P T I O N A L E Q U I P M E N T A N D A C C E S S O R I E S CUSTOMER AGREES THAT IT HAS RECEIVED THE ABOVE DESCRIBED VEHICLE(S) AND ASSUMES ALL RISK OF LOSS THEREOF. THE CONDITION OF THE VEHICLE IS COMPLETELY ACCEPTABLE TO CUSTOMER. CUSTOMER ACKNOWLEDGES ANY DIFFERENCE BETWEEN THE ODOMETER MILEAGE AND ECM MILEAGE IF NOTED ABOVE. CUSTOMER HAS PAID ALL APPLICABLE FET TAX ON ANY UNITS ACCEPTED BY RUSH IN TRADE FOR THE ABOVE DESCRIBED VEHICLE(S) AND NO OTHER TAXES OF ANY KIND ARE DUE ON THE TRADE-IN. X _____ (Customer Signature) Date of Signature _____			Total Used Vehicle Allowance		0.00
			Less Total Balance Owed		0.00
TRADE-IN(S)					
YEAR	MAKE	MODEL	SERIAL NO.	TRADE ALLOWANCE	
NOTARY					
Being duly sworn upon oath says that the statements set forth are true and correct.					
Subscribed and sworn to me before this _____ day of _____,					
_____ Notary Public					
State of _____					
County of _____					
* SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBLE OF DEALER.					
** This fee is not a governmental fee.					

ORIGINAL

The Curotto-Can

The Future of Automated Collection

Page Number Page 1 of 1
Order Date 8/10/2018
Invoice Date 9/28/2018
Sales Order # SO - 27017938
Invoice # 27018641 RI
P.O. Number PO7595057

6012291

SOLD TO	Kent-Meridian Disposal Company 22010 76Th. Ave. South Kent WA 98032
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6003211

SHIP TO	KENT MERIDIAN DISPOSAL 22010 76TH AVENUE SOUTH KENT WA 98032
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Freight Freight Prepaid & Add	Ship From 2776	Product Type
FOB Point .	Distributor	Class
Ship VIA LTL	End User	District
Packaging	Terms Net 70 Days	Request Date 8/10/2018

LINE #	ITEM NUMBER	DESCRIPTION	UM	QTY	UNIT PRICE	EXTENDED PRICE
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PAINT-Blue 784083
 SN- 30356
 Line- PH091
 VIN- 104816
 HEIL
 (WL)(BK)
 DELIVER TO- Owen Equipment 8721 S 218th St, Kent, WA 98032

1.000	856-5118	CUROTTO CAN ASSY, DETACHABLE W/ LIGHTS	EA	1	22,745.00	22,745.00
2.000	856-5116-004	CUROTTO 4" BELT SUBASSEMBLY,	EA	1	0.00	0.00
3.000	SE-BK-CS-H	CUROTTO CANSIDE BRUSH KIT BRUSH KIT FOR HEIL	EA	1	375.00	375.00
4.000	EXT-9-SET	CUROTTO 9 INCH EXTENSION SET 858-0241-F	EA	1	175.00	175.00
6.000	FREIGHT	SHIPPING CHARGE		1	1,000.00	1,000.00
7.000	575061	MATERIAL SURCHARGE	EA	1	869.31	869.31
8.000	ABF 118255068	Freight		1	0.00	0.00

Remit To: The Curotto-Can, LLC
P.O. Box 742567
Atlanta, GA 30374-2567
To Pay by ACH: Account# 81881-96657
 ABA# 071000039
To Pay by Wire: Account# 81881-96657
 ABA# 026009593

OVERNIGHT ADDRESS
THE CUROTTO-CAN, LLC.
C/O BANK OF AMERICA
ATTN: LOCKBOX 742567
6000 FELDWOOD RD.
COLLEGE PARK GA 30349

Item Total:	\$23,495.00
Misc Total:	\$869.31
Taxable Amount:	\$25,364.31
Tax Rate:	0 %
Freight/Drop Ship:	\$1,000.00
Sales Tax:	\$0.00
Subtotal:	\$25,364.31
Order Deposit:	

Terms: Curotto-Can's standard domestic payment terms are Net 30 days from the date of invoice unless modified by a separate written agreement with your company.
Late Fee: Payments received after 30 days shall incur a Late Fee of 1.5% per month applied to the unpaid balance, up to a maximum of 18%.
 Net 70 Days of date of invoice.

Pay This Amount:	\$25,364.31
Net Due Date:	12/7/2018

The Curotto-Can, LLC

TERMS AND CONDITIONS OF SALE

1. ORDERS. All orders are subject to acceptance or rejection by Environmental Solutions Group, its subsidiaries, or affiliates including but not limited to: Heil Environmental, Marathon Equipment Company, 3rd Eye, The Curotto-Can, LLC, and Bayne Machine Works (each, an "Entity" and collectively, "ESG"). NO ORDERS MAY BE CHANGED IN ANY MANNER WITHIN THIRTY DAYS OF THE SCHEDULED PRODUCTION DATE. ANY CHANGES REQUIRED BY THE CUSTOMER WITHIN THIS 30-DAY TIME FRAME may incur additional charges AND WILL CAUSE THE ORDER TO BE REMOVED FROM THE PRODUCTION SCHEDULE AND RESCHEDULED AS DEEMED NECESSARY BY ESG IN ITS SOLE JUDGMENT.

2. ORDER CANCELLATION. After acceptance, orders for Products or Services cannot be cancelled except upon terms that will compensate ESG fully for all inconvenience, cost, loss and/or damage sustained.

3. ORDER ACKNOWLEDGEMENTS. An Order Acknowledgment ("OA") must be reviewed, signed and returned to the applicable ESG Entity, subsidiary or affiliate to indicate Purchaser's verification the order is accurate. ESG reserves the right to forego initiation of any work on an Order or to hold an Order from being slotted in the Production Schedule until a signed OA has been received. Regardless of whether an Order Acknowledgment has been executed, Purchaser expressly waives any claims of error or loss for orders that are produced in accordance with an OA transmitted to Purchaser that Purchaser does not correct and transmit in writing to ESG before production begins.

4. CUSTOM ORDER REQUESTS. Orders for Products with components not regularly carried in stock or requiring special engineering, special parts ordering or special manufacture are in every case subject to approval by the Product Management department of ESG and shall be subject to the procedures and qualifications set forth in ESG's Custom Order Policy. Work performed at Purchaser's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at then-current rates.

5. PERFORMANCE. ESG shall not be liable for damages of any kind whatsoever arising from failure to complete the contract in accordance with its terms if such changes are due to Acts of God, wars, severe weather, strikes, fires, floods, accidents, material shortages, delays in transportation and other acts of force majeure or other causes beyond its reasonable control.

6. INTELLECTUAL PROPERTY. Sketches, engineering drawings, specifications, models, mock-ups, manuals, marketing materials, and all preparatory work submitted to, created or furnished by ESG shall remain its exclusive property. No other customer use of these materials is authorized, nor may derivations, alternatives or modifications created there from be used or disclosed to anyone except with the prior written consent of ESG.

7. SHIPMENT AND F.O.B. POINT. All shipments will be made after completion of manufacture unless otherwise agreed to in writing. In the event that agreement is reached for ESG to store completed items, the Purchaser will be invoiced immediately upon completion of manufacture, and such invoice shall be due and payable according to these terms. Storage shall be at the risk of the Purchaser and ESG shall be liable only for the ordinary care of the property. Unless otherwise stated in writing, all prices quoted or otherwise listed are F.O.B. point of manufacture. In all cases, in-transit liability and risk of loss transfers to the Purchaser at the time of delivery to the Purchaser, their employees, agents, or a delivery service or common carrier – whichever occurs first. Unless otherwise provided, with respect to the attachment or affixing of ESG Products to the Purchaser's property (e.g. truck chassis), title and risk of loss with respect to such Products are transferred to Purchaser upon initiation of such attachment.

8. PURCHASER'S PROPERTY. ESG may charge the Purchaser at current rates, for handling and storing Purchaser's property (e.g. truck chassis or Purchaser-supplied accessories) when held for more than thirty days. All Purchaser's property, or third parties' property, that is stored by ESG or its employees, agents or assigns (whether on or off ESG facilities) is at the Purchaser's or other party's risk. ESG shall only provide for ordinary care of the property and shall not be liable for any loss or damage thereto caused by fire, water, corrosion, vandalism, theft, negligence, or any cause whatsoever. It is the Purchaser's unconditional obligation to insure its property while it is in ESG or its designees' custody and/or accept the risk of loss.

9. TRAINING. It is the Purchaser's responsibility to provide these Terms & Conditions of Sale to the Product owner and to specifically notify the Product owner that it is the Product owner's responsibility to ensure that the Operators Manual remains with each unit and the Parts & Service Manual is available for use. Additionally, regardless of whether or not the manufacturer or its designee provides training at the time of Product delivery, the Product owner is responsible for training their operators and maintenance personnel and shall ensure that every person who operates or maintains the Product has been trained on the proper operation, service, storage, service hoist use, battery disconnect use, lock out/tag out procedures for each Product, and the Product owner's company work rules.

10. PRICES. All orders are subject to current prices in effect at the time of shipment, including any applicable surcharges. Purchaser must exclusively assign any qualified alternative motor vehicle credit to ESG or its designee. Purchaser expressly understands and agrees that the pricing quoted for qualified alternative motor vehicles includes a discount predicated on ESG obtaining a stipulated tax credit (when applicable) and Purchaser agrees to fully compensate ESG for any governmental reduction or recapture of said qualified alternative motor vehicle tax credit for any reason whatsoever. It is understood that recapture of the tax credit may be caused by converting a Compressed Natural Gas ("CNG") engine to a diesel engine.

11. PAYMENT AND COLLECTION. ESG's standard domestic payment terms are Net 30 days from the date of invoice unless modified by a separate written agreement with your company. For non-domestic shipments, a Letter of Credit or other ESG approved surety of payment may be required prior to shipment. Notwithstanding the foregoing, ESG reserves the right to offset payments against open account balances and administer credit in accordance with its Credit Department's sole judgment at any time to any order and its decision shall be final, non-appealable, and binding. If for any reason the Purchaser defaults on any monies owed to ESG, said Purchaser shall be responsible for all costs incurred by ESG in the collection of outstanding monies including but not limited to: collection agency fees, filing fees, judgment, interest expense, settlement, Court and/or administration costs, attorney's fees, etc. ESG reserves the right to charge and collect late fees for overdue payments.

12. TAXES. Unless specifically stated on your quotation and invoice, prices charged by ESG do not include Federal, State, City or other excise, occupation, sales, use, VAT or similar taxes which are extra and are the customers' obligation to pay to the applicable taxing authority at rates in effect at time of shipment. If Federal Excise Taxes are included and listed on the order acknowledgement or invoice, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment. If Federal Excise Taxes are not included on ESG's invoice, this shall not be construed as ESG offering an opinion on taxability of our product(s) or providing tax or legal advice. ESG does not provide tax advice. Customers are encouraged to consult with a tax professional to determine the potential for any tax liabilities beyond those reflected on the invoice from ESG.

13. PRODUCT IMPROVEMENT. ESG reserves the right to change its Product or Service offerings, Product specifications, training curricula, materials, component suppliers, Product design, and/or Production procedures at any time in its sole judgment.

14. MOUNTING PRICES. For waste & recycling collection body Products, it is the Purchaser's responsibility to provide or purchase from ESG a new chassis that meets the specifications published by ESG on the website of its applicable subsidiary or affiliate for the specific Product model & size ordered. Used chassis will not be factory mounted with a new body. Mounting prices assume normal factory installation on a fully functional truck chassis suitable for the unit purchased. Repair of chassis, relocation or installation of batteries, battery disconnect switches, gas tanks, mufflers, air tanks etc. will be made at an additional charge, to be billed at the standard factory parts and labor rates. It is expressly understood that ESG is not authorized to modify exhaust systems on engines that comply with EPA emission standards which became effective in 2007. Chassis delivered to ESG requiring modification of such an exhaust system to enable body mounting will be returned to the Purchaser or a designated chassis dealer at the Purchaser's expense.

15. WARRANTY. ESG warrants its Products in accordance with the applicable ESG subsidiary or affiliate's Warranty Statement (the "Warranty Statement") provided with the Product or published on the respective website unless you have a contract with ESG providing specific terms and conditions of warranty. A copy of the Warranty Statement is available from your Dealer and is posted on ESG's applicable website for the Product. While the text in the Warranty Statement for each respective ESG entity is more specific and shall prevail, ESG's Product warranty is expressly limited to repair or replacement of any component or part thereof, for any such Product that is determined by ESG to be defective in materials or workmanship. The component or part shall be repaired or replaced without cost to the first purchaser for materials and labor provided such unit is returned for such repair or replacement to an authorized ESG Dealer within six months from the unit's in-service date to such first purchaser. Any Product warranty is not transferable, except for sales demonstration units. No warranty claims will be processed on any ESG Product unless the warranty registration was submitted timely to the ESG Customer Support Department applicable to the Product. Any service parts sold by ESG carry a six month warranty for part replacement only, due to a defect in material or workmanship. Troubleshooting time, component removal and installation labor cost is excluded from ESG's service part warranty.

16. CHASSIS AND ACCESSORY WARRANTY. ESG makes no warranty of Products or component parts manufactured by others and supplied or installed by us, except to the extent there is a defect in workmanship solely related to the installation at ESG's factory or by ESG Entity personnel. Chassis, component parts and accessories are solely subject to the warranties, if any, as provided by their respective manufacturers. This expressly applies to any chassis compatibility or other chassis-related issues and/or accessory components – regardless of whether said chassis or accessory was provided by ESG at the time of sale. Additionally, unless there is a defect in workmanship solely related to the installation by the personnel of ESG or its Entities, ESG shall not administer any chassis, component or accessory manufacturer's warranty directly or as a third party liaison for the Product owner or Dealer. The Product owner shall address any such "non-ESG Product" warranty issues directly with their local chassis dealer and/or the manufacturer of the specific accessory, component or equipment with no further liability to ESG.

17. WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Any improper use, operation beyond rated capacity, substitution of non-OEM parts not specifically approved by us in writing, or any alteration or repair by others in such manner as in our judgment affects the Product materially and adversely shall void this Warranty. NO EMPLOYEE OR REPRESENTATIVE OF ESG OR ITS ENTITIES IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY, except as part of a definitive written agreement between the manufacturer and purchaser. The above warranty supersedes and is in lieu of all other warranties whether express or implied.

18. NO DIRECT OR CONSEQUENTIAL DAMAGES. ESG hereby disclaims and does not assume any liability whatsoever for costs or expenses related to the use or unavailability of its Product for any reason, including but not limited to accidents, injury, death, late delivery penalties, chassis flooring cost or charges, Product down time, fire damage, loss of Product, in-transit damage or loss, opportunity cost, lost profits, or any other direct, indirect or consequential losses, damages or delay, property damage or injuries or death to persons.

19. OFF-SITE LOSS DISCLAIMER. The Purchaser shall bear all risk for damage or loss to the purchaser-owned Product, chassis, accessories, or injury to property or persons, while the Product and/or chassis is either at ESG facilities, enroute to ESG facilities, at or enroute to/from a third party subcontractor of ESG's, in transit to or from Purchaser's or the chassis manufacturer's location, or to/from any third party Dealer or a component supplier's location.

20. CHOICE OF LAW AND VENUE. This agreement shall be interpreted according to the laws of the State of Tennessee. Any claims lodged against ESG involving this order in any way must be filed and adjudicated in the Circuit or Federal Court located in Hamilton County, Tennessee, and in the case of appeal, at the situs of their respective appellate Courts.

21. NON-WAIVER. Our failure at any time to exercise any right we may have under this agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.

22. SECURITY INTEREST. The Purchaser hereby grants a first priority purchase money security interest and lien to ESG in and to all Products and goods sold to Purchaser and to which these Terms & Conditions of Sale relate, to all chassis and trucks to which any such Products or goods become accessories, and to all Products, proceeds and accessions thereto, from time to time (collectively, the "Product Collateral") to secure all obligations of the Purchaser or any person or entity related to Purchaser, under any agreement, arrangement or financing with or provided by the Company, including without limitation, the obligation to pay the unpaid purchase price of all Products and goods from time to time sold by ESG to Purchaser (collectively, the "Obligations"). The Purchaser represents and warrants that none of the Product Collateral is subject to any other lien, security interest or claim of any type or nature, and covenants that it: (i) will not create or permit to exist any lien, security interest or claim in any portion of the Product Collateral in favor of any other person, (ii) will pay, priority to any delinquency, all taxes (including all property taxes), charges or other obligations which may be owing with respect to the Product Collateral from time to time, (iii) will not change its name, place of incorporation or creation, address or location of the Product Collateral without first providing ESG with not less than 30 days prior written notice, (iv) will take all steps requested by ESG to obtain and maintain the perfection of the security interests granted hereunder, (v) will keep the Product Collateral fully insured against destruction or damage in an amount up to its full insurable value, and will name ESG as additional insured and loss payee under all such insurance policies, and (vi) will cooperate with ESG upon any default of any of the Obligations and will, at the request of ESG, turn over and deliver all Product Collateral to or at the direction of ESG. Purchaser will, at ESG's request, execute such additional security agreements and amendments and additions thereto or hereto as ESG requests in order that it may have at all times a first priority purchase money security interest and lien securing the Obligations. Purchaser hereby authorizes ESG to file financing statements and amendments thereto in all relevant jurisdictions naming Purchaser as debtor and describing the Product Collateral as collateral.

23. ENTIRE AGREEMENT. Unless a prevailing purchase contract is in place between the parties hereto, this order, including the above Terms & Conditions of Sale, contains the complete and final agreement between the parties hereto and no Purchaser-supplied purchase order terms, verbal agreement, or other document in any way modifying or supplementing any of these terms and conditions will be binding on ESG unless agreed to in writing by an authorized representative of ESG.