

## Terms and Conditions – Please Read Carefully

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### 1. Definitions.

As used herein, “Seller” shall mean the vendor providing goods or services to Buyer. “Buyer” shall mean Jomar Investments, Inc., dba Road Equipment Parts Center.

### 2. Insurance Coverage.

Seller warrants to Buyer that it has in effect as of the date the goods are shipped (or services are rendered) to Buyer, and will continue in full force and effect at Seller’s sole cost and expense, the following insurance: a) General Liability insurance “occurrence” policy with a minimum limit of \$1,000,000. Such insurance policy be underwritten by insurance carrier(s) with an A.M. Best rating of “A-“ or better, shall afford primary coverage, and contain a provision that coverage shall not be modified or cancelled until at least ten (10) days’ prior written notice has been given to Jomar Investments, Inc.

If not previously provided, a certificate of insurance shall be sent to Jomar Investments, Inc., Attn: Insurance Certs, PO Box 9426, Grand Rapids MI 49509. Failure to provide proof of insurance may result in payments being withheld by Buyer until such time as such proof is received. In the event that payment to Seller is delayed by failure of Seller to furnish Buyer with acceptable proof of insurance, Seller agrees that any and all discount terms shall not be lost, revoked, denied or reduced.

Compliance by Seller with the requirements of this paragraph 2 shall not relieve Seller of its liabilities and obligations under paragraph 3 below.

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### 3. Indemnity

Seller agrees to protect, defend, indemnify and hold harmless Buyer, and its affiliated entities, from and against any and all claims, actions, demands, liabilities, losses, cost and expense (including attorney fees), a) arising out of any actual or alleged injury to or death of any person, or damage to any property, or any other damage or loss, by whomsoever suffered, including Seller's or Buyer's agents or employees, resulting or claimed to result, directly or indirectly, from the rendering of services or from the purchase, shipment, storage, delivery, sale or other handling of the goods sold hereunder; however, this does not apply to such loss, damage, injury or liability caused by the sole negligence of Buyer or its agents or employees, or b) resulting from the actual or alleged breach of any of Seller's warranties or other covenants herein, or c) resulting from any actual or alleged trademark, patent or copyright infringement or trade secret misappropriation related to the goods sold hereunder.

### 4. Acceptance of Terms and Conditions

Vendor's shipment of any goods or its furnishing of any services to Buyer shall be deemed the Vendor's unconditional acceptance of such terms and conditions.