



Sales Terms and Conditions

PEWAG INC. TERMS AND CONDITIONS OF SALE

I. Offer and Contract

No offer or contract shall be binding upon Pewag Inc. (The "Seller") except by issuance of the seller's printed acknowledgment form. Acceptance by the seller of buyer's (The "Buyer") order is expressly made conditional on assent of these Terms and Conditions. (The "Terms and Conditions"), either by written acknowledgment or by conduct of Buyer that recognizes existence of a contract with respect to the products (The "Products") and services described on Seller's acknowledgment. No additional or different terms or conditions will be binding upon Seller unless specifically agreed to in writing; failure of Seller to object to conditions contained in any other writing or other communication from Buyer shall not be construed as a waiver of these Terms and Conditions nor acceptance of any other provisions. These Terms and Conditions also serve as notice of Seller's objection to and rejection of any terms and conditions of purchase or sale included in Buyer's order or other writing that are different from or additional to these Terms and Conditions. Paragraph headings herein are for convenience only and are not to be considered in interpreting any of the provisions herein.

II. Delivery and Risk of Loss and Licenses

1. Delivery of the Products to a common carrier at Seller's principal place of business or at any other loading point, if so agreed to by the parties in writing, shall constitute delivery to Buyer ("Delivery") and regardless of shipping terms or freight payment, all risk the loss or damage in transit shall, upon Delivery, shift to Buyer. If Buyer is responsible for any shipment delay, Seller's written notification to Buyer that the Products ordered hereunder are ready for shipping shall constitute Delivery to Buyer, and all further risk of loss or damage as well as all costs for handling, transportation and storage shall be borne by Buyer.
2. Seller shall not be liable for any damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including without limitation, any act of God, act of buyer, embargo or other government act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation or inability to obtain necessary labor, materials or manufacturing facilities.

III. Suspension and Cancellation

1. If Seller shall be prevented from delivering the Products as a result of delay or default on the part of the buyer, or any other reason beyond the Seller's reasonable control, Seller shall be entitled to reschedule the Delivery or performance date or dates as it shall reasonably require.
2. Buyer may not cancel, terminate or return any orders accepted by the Seller in accordance with Article I hereof, except with Seller's prior written consent and then only upon such terms as shall be acceptable to Seller, in its sole discretion. Authorized return of shipments must be returned in good order and condition to Seller's principal place of business, unless otherwise specified by Seller, must be accompanied by a packaging slip, and must have transportation and insurance charges prepaid. Collect of unauthorized return of shipments will not be accepted by Seller. Buyer agrees to pay Seller a restocking fee of twenty percent (20%) of the original purchase price for any return shipments authorized by Seller. Buyer shall receive a credit for the purchase price, less any amount due to Seller for the aforementioned restocking fee, or any authorized return shipments, provided that any Products are returned to Seller in good order and re-sellable condition as determined by Seller in its sole discretion.

IV. Products

Seller reserves the right to revise and discontinue Products at any time and without prior notice. Seller will ship Products that have the same or similar functionality and performance of the Products ordered, but changed, including but not limited to changes with regard of color, construction, measurements and weight, due to technical requirements between what is shipped and what is described in specification sheets, catalogs, brochures or the like, are possible and shall not constitute a defect in the product or non-compliance on the part of the Seller.

V. Prices and Payment

1. If the Products are shipped from Seller's principal place of business or from any other location within the U.S.A., The quoted price is F.O.B. Seller's principal place of business or the location of shipment, whichever is applicable unless otherwise agreed upon in writing.
2. A minimum order of one hundred U.S. Dollars (\$100.00) is required.
3. The Seller reserves the right to alter the price of products quoted in the catalogue.
4. All prices are subject to change prior to Seller's issuance of an acceptance form. For all prices, products and services the Seller reserves the right to make adjustments due to changing market conditions, product discontinuation or other extenuating circumstances.
5. The quoted price of the Products does not include palletization, insurance, taxes, freight and shipping charges or similar charges. Buyer shall be responsible for any palletization, insurance, taxes freight and shipping charges or similar charges of shipments of the Products and Buyer shall reimburse Seller for any such charges paid by Seller, unless otherwise agreed upon in writing. The Shipping policy may vary between different product groups, please refer to the most recent seller price list and/or catalogue for detailed information.
6. To the extent that any Products shipped outside the continental U.S. Are subject to any duties, tariffs, taxes, freight costs, palletization or similar charges, which are not included in the quoted price, shall be borne by Buyer, unless otherwise agreed upon in writing.
7. Payment for all orders must be received by Seller within thirty (30) days of the date of the invoice.
8. Seller reserves the right to demand prepayment on all orders by customers who have not established credit with the Seller.
9. Seller reserves the right to make deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries.
10. Overdue amounts shall bear a delinquency charge of interest at eighteen percent (18%) per annum or the maximum rate permitted by law. The interest rate is subject to change at Seller's discretion.

VI. Taxes and Other Charges

And manufacturer's tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee or change of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the price quoted or invoiced. In the event that Seller is required to pay any such tax, fee or charge, buyer shall reimburse Seller therefore unless otherwise agreed upon in writing.

VII. Limited Warranties

1. Seller warrants that the Products shall be free of defects in material and workmanship for a period of ninety (90) days from the receipt of the products by buyer, unless otherwise agreed upon in writing. Seller's obligations under the aforesaid warranty shall be repairing or replacing any part or parts of the Products, which if properly installed, used and maintained, prove defective in material or workmanship. Any freight charges shall be the responsibility of buyer. Such repair or replacement shall be Seller's sole obligation and Buyer's sole remedy hereunder and shall be conditioned upon A.) Seller's receipt of written notice of any alleged defect within five (5) days after its discovery, and B.) At Seller's option, return of such defective products or part thereof freight prepaid to Seller's principal place of business. Any Product repaired or replaced pursuant to this warranty will be warranted for the remain of the original warranty period.
2. Seller's obligations under paragraph 1. Of this provision shall not apply to any component or part of the Products sold hereunder which A.) Is consumed by the normal wear and tear, or B.) Which is consumed by operation above rated capacity, excessive or abnormal use, or C.) Which

has been damaged due to negligent or faulty use, alteration, maintenance, storage, repair, operation or handling by Buyer, or E.) Which is installed or operated in disregard of the operating manual/instructions of the Products.

3. Any description or representation of the Products whether in writing or made orally by Seller or Seller's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer's order are for the sole purpose of identifying the Products and shall not be construed as an express warranty. Any suggestions by Seller or Seller's agents regarding use, application or suitability of the Products shall not be construed as an express warranty unless confirmed to be such in writing by Seller. Performance figures and specifications by Seller are estimates only and are not warranties, unless expressly stated otherwise.

4. THE WARRANTY EXPRESSED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART.

VIII. Warranty Claims, Inspection, and Waiver of Defects

1. Written notice of any alleged covered defect must be presented to Seller within five (5) days after its discovery, and Seller must be allowed to inspect the Products while they are in the alleged defective condition. Use of the Products must be suspended until the written notice of an alleged defect, proceeds must be suspended until written clearance is issued by Seller for continued use, provided that Seller, upon receipt of written notice of an alleged defect, proceeds without unreasonable delay to remedy any defect coming within the warranty.
2. Buyer shall inspect all Products immediately upon their arrival and shall give written notice within five (5) days after receipt of the products of any claim that the Products do not conform to the terms of the contract. Seller shall have reasonable access to inspect any allegedly non-conforming Products.
3. Buyer waives any right to assert any claim against Seller arising from any non-conformity of the Products sold hereunder which would have been observable on reasonable inspection or testing within five (5) days after Delivery.

IX. Limitation of Liability

1. Except as otherwise agreed in writing, Seller's liability with respect to the Products shall be limited to the contact price.
2. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHER THEORIES OF LAW, WITH RESPECT TO THE PRODUCTS SOLD OR SERVICE RENDERED BY SELLER, OR UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER LOSS, DAMAGE OR EXPENSE OF ANY KIND, INCLUDING LOSS OF PROFITS, ARISING IN CONNECTION WITH THE CONTRACT OR WITH THE USE OR LIABILITY TO USE SELLER'S PRODUCTS FURNISHED UNDER THIS CONTRACT. SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY IS LIMITED TO EITHER (1) REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OR PRODUCTS, AND/OR (2) AT SELLER'S OPTION, RETURN THE PRODUCTS TO SELLER AND REFUND OF PURCHASE PRICE.

X. Severability

If at any time, any one or more of the provisions of these Terms and Conditions become invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of these Terms and conditions shall not be in any way impaired.

XII. Non-Waiver

The failure of the Seller to enforce at any time or for any period of time, the provisions of these terms and Conditions, shall not be construed as a waiver of such provisions or of the right of the Seller thereafter to enforce each and every such provision.

XIII. Arbitration

All disputes arising under this Contract shall be settled by final and binding arbitration in the city of Chicago, Illinois in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The parties may agree on the selection of a single arbitrator, but in the event they cannot agree, each party shall select an arbitrator and the two selected arbitrators shall select a third arbitrator. The award by the arbitrator or arbitrators shall be final and judgement upon the award rendered may be entered in any court having jurisdiction thereof.

XIV. Governing Law

THIS AGREEMENT AND ANY SALES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAW RULES.

XV. Complete Agreement

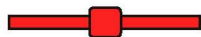
These Terms and Conditions of Sale and Seller's acceptance form constitutes the complete and exclusive statement of the agreement between the parties hereto. It supersedes all prior written and oral statements, including prior representations, statements, conditions or warranties.





Tire Chain Requirements

Legend



Driving Axle



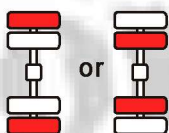
Non-Driving Axle



Wheel With Chains



Wheel Without Chains



Acceptable On Either Axle of
Semi-Trailers

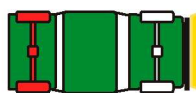
Please be aware that the following "Chain Requirements" (Page 64) are simply guidelines and may vary from state to state. Please contact your State D.O.T. if you have any questions about the particular chain requirements in your area.



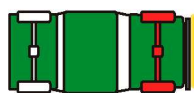


Tire Chain Requirements

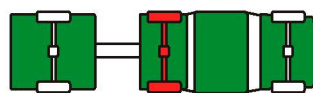
Automobiles/Pick Up Trucks



Rear Wheel Drive Vehicle



Front Wheel Drive Vehicle



Vehicle Towing Trailer

Buses/Recreational Vehicles

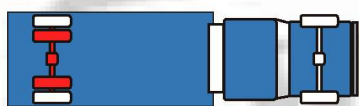


Type 2



Type 3

Trucks

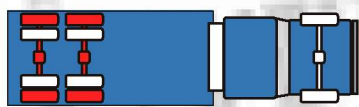


Truck Type 2

(D.O.T.'s may require chains on all drive wheels if conditions warrant)



Tractor and Semi-Trailer Single Drive

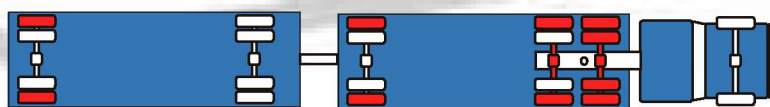


Truck Type 3

(Both axles may need to be chained)

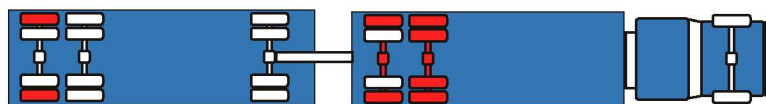


Tractor and Semi-Trailer Type 3-S-2



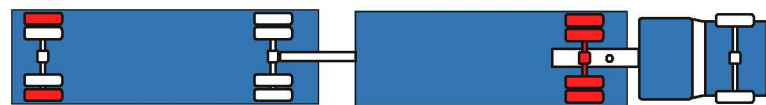
Tractor, Semi-Trailer and Trailer Type 3-S-1-T-2

(Chains on trailers may be staggered on front and back)



Truck and Trailer Type 3-T-3 or 3-T-2

(Chains on trailers may be staggered on front and back)



Tractor, Semi-Trailer and Trailer Type 2-S-1-T-2

(Chains on trailers may be staggered on front and back. Truck may be restricted when chains are required.)



pewag



Mission Statement:

Driven by our determination to innovate, we at Pewag manufacture the worlds best chains today and in the future. The high quality of our products and services, as well as the passionate commitment of our employees, guarantee safety for moving people and goods.

Our customers set the benchmark for our achievements.

**Please call our TPC / Industrial chain branch
for our Heavy Duty...**



**Grade 100
1" Inch (26MM)**



**Tire Protection
Chains**



Sling Assemblies

TPC / Industrial Chain Branch : 1-800-526-3924



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Notes

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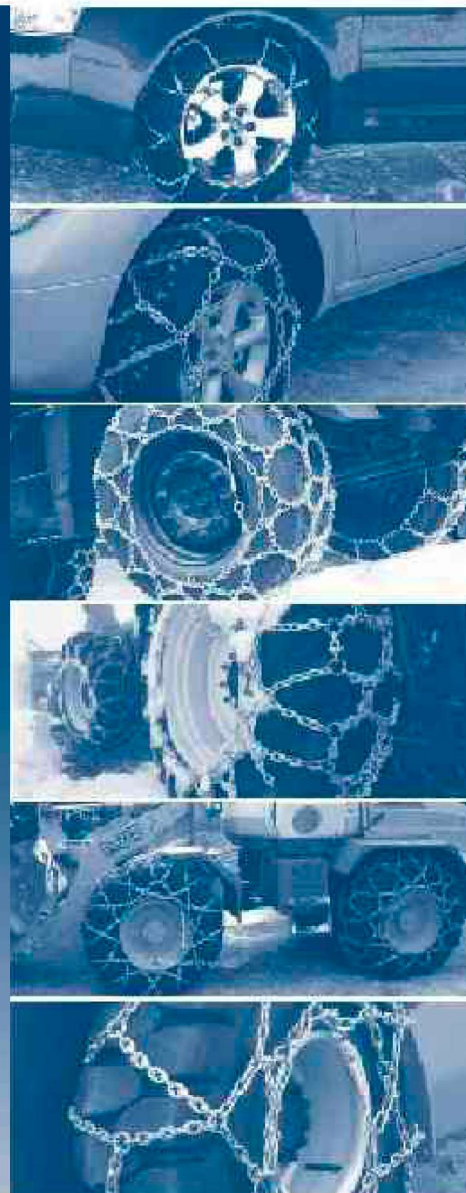


Traction Chain Division

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