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BRUSH AMERICAS PURCHASE TERMS AND CONDITIONS (2019)

1. Definitions

- 1.1. "Buyer" means the company issuing the Purchase Order.
2. "Seller" means the person or company to whom the Purchase Order is issued.
3. "Terms and Conditions" means these terms and conditions of purchase, as referred to in the Buyer's Purchase Order or Contract.
4. "Goods" or "Services" means the item(s), including drawings, certification and/or any other documentation specified by the Buyer in the Contract; Services mean all works, services, inspection, testing, commissioning and any other activities to be carried out by the Seller under the Contract.
5. "Contract" means the Buyer's Purchase Order issued to the Seller or any agreement to enter into commercial relationship, and additionally comprises these Terms and Conditions, and any other documentation, or parts thereof, specified in the Contract. No other documents, variations or amendments to the Contract shall form part of the Contract unless expressly agreed to in writing by both parties

2. Contract and Acceptance

- 2.1. The Seller agrees to the Contract, and the Contract shall be accepted promptly by the Seller in its entirety.
2. The Contract shall prevail to the exclusion of any terms or conditions delivered with, endorsed upon or contained in the Seller's quotations, acknowledgements, or acceptance of the Contract; the Seller relinquishes any right it might otherwise have to rely on such Terms and Conditions.
3. The Buyer shall not be liable for any Goods and/or Services beyond the scope of supply of the Contract.

3. Delivery

- 3.1. The Goods and/or the Services shall be delivered and/or performed at the place specified in the Contract. The delivery of Goods shall be made DAP in accordance with Incoterms 2010 unless stated otherwise on the purchase order.
- 3.2. With each delivery of Goods the Seller shall provide documents confirming: (i) the Contract number, (ii) the Buyer's part number, (iii) the part description, (iv) the quantity, (v) the unit of measure, (vi) the net and gross weight, (vii) the date of shipment, (viii) the Seller's contact details, (ix) any special handling or offloading requirements and (x) any health, safety or environmental requirements and (xi) any other requirements as stipulated in the Contract.
- 3.3. The Seller shall ensure that all Goods are adequately marked to allow traceability back to the source documents and the Contract.
- 3.4. The Buyer shall be entitled to postpone the delivery date of all or any of the Goods and/or Services upon giving notice to the Seller.
- 3.5. The Seller shall ensure that the Goods shall be adequately packed to withstand all hazards during transit and handling. Any loss or damage to the Goods resulting from insufficient and/or defective packing shall be for the Seller's account.
- 3.6. It is the Seller's responsibility to ensure that all packaging conforms to the requirements and regulations of the intended



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destination. This includes, but is not limited to, DEFRA markings, certification and any legislative requirements associated with the use and disposal of packaging materials. Returnable packaging shall be clearly identified by the Seller.



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- 3.7. Unless otherwise agreed, all Goods and/or Services shall be delivered during the Buyer's normal business hours.
- 3.8. Where Goods are delivered to anywhere other than the Buyer's address, it is the responsibility of the Seller to ensure that proof of delivery and all confirmatory documentation referred to in Clause 3.2 is provided to the Buyer.
- 3.9. The Seller is not permitted to invoice for Goods and/or Services without a Contract from the Buyer.

4. Quality, Inspection and Rejection of Goods and/or Services

- 4.1. All Goods and/or Services shall be fit for the intended purpose and comply with the requirements of the Contract (including any specifications), including but not limited to the standards of quality specified in the Contract, or those prevailing in the industry if no requirements are specified.
- 4.2. Where Goods are manufactured by the Seller in accordance with the designs of the Buyer, the materials and processes specified by the Buyer shall be strictly followed unless otherwise agreed in writing with the Buyer.
- 4.3. If, after delivery, it is found that the Goods and/or Services are not in accordance with clauses 4.1 and 4.2 the Buyer may (i) require the Seller to promptly repair or replace any non-conforming Goods with Goods that conform to all requirements of the Contract, or (ii) rescind the Contract. The Buyer also reserves the right to claim any resulting costs, damages or liabilities resulting from the rejection and/or non-compliance with the Contract together with a nominal administration fee of \$50.00 USD, relative to the currency of the Contract. The nominal administration fee shall be set off by the Buyer against the cost of the Goods and/or Services.
- 4.4. If requested by Buyer, all Goods shall be accompanied by a Certificate of Conformity or any other certificates stated in the Contract. Such certificate(s) shall be signed by the person appointed by the Seller and should be received by the Buyer not later than the date of delivery of the Goods. The Seller shall provide all certification, regardless of type when requested by the Buyer (retrospectively or otherwise).
- 4.5. The Seller shall maintain quality systems, procedures and documentation acceptable to the Buyer. The Buyer reserves the right to carry out a quality audit, periodically, at the Seller's Premises. The Seller shall disclose all aspects of his supply chain to the Buyer, who, in turn, reserves the right to audit such supply chain as deemed necessary. The Seller shall notify the Buyer in advance of any changes to their supply chain, or day to day operational activity that may, or may not, have an impact on those Goods and/or services provided by the Seller. Seller shall retain and maintain, for Buyer's potential review at Buyer's sole option, all submissions, retentions and dispositions of quality records for at least ten (10) years from the date of completion of Services of delivery of Goods.
- 4.6. The Seller shall, at its own expense, ensure that all Goods and/or Services supplied to the Buyer comply with all relevant governmental and local laws, regulations and orders of the country or countries of manufacture, transit, delivery and installation.
- 4.7. The Seller shall notify the Buyer of any Goods and/or Services that are considered to be of a hazardous nature.
- 4.8. Neither the Seller or the Seller's associated supply chain, direct or indirect are permitted to use, consume or reprocess materials stipulated in the European Directive for the Restriction of Hazardous Substances, RoHS 2011/65/EU. The Seller is solely responsible for ensuring that they are aware of the materials/substances that are stipulated in this directive. The Seller shall be able to demonstrate their compliance, and the compliance of their supply chain with this directive. Failure to comply with this clause 4.8 may result in immediate termination of the Contract, without notice and without liability to the Buyer.
- 4.9. The Buyer, and anyone authorized by the Buyer (this may include, at the option of Buyer, Buyer's end-user and customers), shall have the right to inspect the Goods or any component parts thereof, or Services, at any time during manufacture or



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during the performance of Services and prior to delivery to the Buyer. Whether or not the right of inspection is exercised, the Buyer shall have the right to reject the Goods or Services after delivery, if the Goods or Services do not comply in every material way with any of the requirements of the Contract. The privileges given to Buyer under this section shall include the Buyer's unrestricted right to access Seller's or Seller's subcontractors' facilities to inspect the manufacturing



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or processing of any purchased Goods.

- 4.10. Approval of any drawings, inspection of the Goods and/or Services by the Buyer, or waiver of inspection of the Goods and/or Services by the Buyer, does not absolve the Seller of their obligations under the Contract, or affect the Buyer's right of rejection. If during the manufacturing of Goods or performance of Services, Seller detects any non-conformance that potentially may affect form, fit or function of the Goods or Services, Seller must notify Buyer within 48 hours of such detection so that Buyer can review and provide Seller with written approval on how to proceed, otherwise known as 'customer concession'.

5. Liability for Delay

- 5.1. Without prejudice to the Buyer's entitlement to claim liquidated damages, the Seller shall give written notice to the Buyer if the delivery of the Goods and/or Services has been or is likely to be delayed.
- 5.2. If the Seller fails to deliver the Goods or perform the Services within the time stated in the Contract, or any agreed extension thereof, unless stated otherwise in the Contract, the Seller shall pay for each week or part of a week of delay, liquidated damages at the rate of 3% of the Contract value, up to a maximum of twenty-percent (20%) of the Contract value, after which the delivery of the Goods or performance of the Services shall be of the essence of the Contract.
- 5.3. If liquidated damages are not stated in the Contract, the Buyer shall be entitled to recover from the Seller any loss suffered by the Buyer by reason of the failure to deliver the Goods or perform the Services within the time stated in the Contract.

6. Title and Passing of Risk

- 6.1. Full and unrestricted title to the Goods shall transfer to the Buyer on the earliest of (i) payment or part payment of the Goods, or (ii) when the Goods have been delivered and off-loaded from a vehicle at the Seller's premises. In the case of Services, when those Services have been rendered as complete and conforming to the Contract.
- 6.2. All Goods procured by the Buyer for the Contract, which remain in the possession of the Seller shall be suitably marked and clearly identified as such, and shall be segregated from other property in the care, custody and control of the Seller.
- 6.3. Risk in the Goods shall pass to the Buyer when the Goods have been accepted by the Buyer as conforming to the Contract.
- 6.4. The transfer of title to the Goods will not prejudice the Buyer's right to reject Goods which do not conform to the Contract. Title to any rejected Goods will revert to the Seller immediately on notice of rejection.

7. Price

- 7.1. All prices shall be as stated in the Contract. The prices are firm, fixed, delivered and include all other charges, including, without limitation, costs of insurance and packing.
- 7.2. The price of Goods and/or Services exclude VAT, notwithstanding which the Seller shall be liable for the payment of all taxes arising in the country of manufacture of the Goods, or performance of the Services.

8. Payment

- 8.1. Payment for the Goods and/or Services shall be made by the Buyer 90 days from the date of invoice for Goods and/or Services.
- 8.2. Payment shall be made in the currency specified in the Contract.
- 8.3. The Buyer shall be entitled to reject and/or withhold any payments, to a reasonable extent, if any Goods or Services are incomplete or not in accordance with the Contract.



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- 8.4. The Buyer may set off against any payment that may be due or become due to the Seller any sum which may be owed or payable by the Seller to the Buyer under the provisions of the Contract.



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9. Assignment and Sub-Contracting

- 9.1. The Seller shall not assign the Contract or transfer, sub-contract or assign any work under the Contract without the Buyer's consent.

10. Free Issue Material, Jigs and Patterns

- 10.1. Where the Buyer, for the purpose of the Contract, issues material free of charge to the Seller, such material shall be and remain at all times the property of the Buyer, and shall be clearly marked as such. The Seller shall maintain all such material in good order and condition and insure them for the replacement value against any loss, damage or destruction.
- 10.2. Should the Seller through bad workmanship or negligence render such material scrap, the Buyer shall have immediate recourse to the Seller for the reimbursement of the total value of the free issue material.
- 10.3. Jigs and patterns made by or provided at the request of the Buyer in connection with the manufacture of the Goods shall at all times remain the property of the Buyer, and shall be clearly marked as such. The Seller shall maintain them in good order and condition and insure them against any loss, damage or destruction.
- 10.4. The Seller shall not, without the prior written consent of the Buyer, use or cause to permit to be used, the jigs and patterns or drawings thereof for any purpose other than the performance of the Contract.
- 10.5. The Seller shall not in any circumstances have any lien (whether general or otherwise) in respect of any free issue materials, jigs and/or pattern.

11. Warranty

- 11.1. The Seller warrants that the Goods and/or Services:
- 11.1.1. shall comply with the Contract;
 - 11.1.2. are free from defects in design, materials and workmanship;
 - 11.1.3. are new and unused;
 - 11.1.4. are free from hazardous materials and do not contain materials / substances, referred to in clause 4.8;
 - 11.1.5. are strictly in accordance with any sample or first piece qualification /Product Part Approval Process submitted to the Buyer.
- 11.2. The Seller warrants that the Goods and/or Services shall be free from defects for a period of 36 months from the date of delivery of the Goods or completion of the Services.
- 11.3. Any defects shall be promptly made good by repair or replacement at the Seller's expense. The Seller shall also be liable for any damages and/or costs incurred by the Buyer directly arising from the defects in the Goods and/or Services.
- 11.4. If the Seller fails to promptly repair or replace defective Goods, then the Buyer may by itself or by engaging others carry out the repair or replacement. All costs and expenses incurred by the Buyer in the performance of such repair or replacement shall be recoverable as a debt from the Seller and may be set off by the Buyer against the cost of Goods supplied by the Seller to the Buyer.
- 11.5. The warranty period for repaired or replaced parts of Goods or corrected Services shall be 36 months from the date of acceptance by the Buyer of such repaired or replaced parts of Goods or corrected Services.
- 11.6. Where the Buyer finds that the Goods and/or Services are defective the Seller shall be instructed to undertake the necessary 8D Root Cause Analysis in order to rectify and prevent reoccurrence of the identified defect.



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- 11.7. The Seller undertakes that service parts for the Goods or any assembly or part thereof shall continue to be made available to the Buyer for a reasonable period after execution of the Contract.



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12. Confidential Information

- 12.1. Any information, whether written or oral, disclosed by the Buyer to the Seller shall be confidential, and the Seller shall not disclose it to any person, (other than those of its employees to whom disclosure shall be essential for the purpose of performing the Contract), or use it for any purpose other than the performance of the Contract, without the prior written consent of the Buyer.

13. Proprietary Information, Patents, Copyrights and Trademarks

- 13.1. All know-how and information including specifications, drawings and other data provided by the Buyer in connection with the Contract and/or the Contract, together with any documents or data that are derived from, or include, or are based on such information and know-how, shall remain the property of the Buyer.
- 13.2. The Seller shall lawfully possess all patents, copyrights, proprietary information and trademarks (collectively "Intellectual Property Rights") concerning or connected with the Goods and/or Services.
- 13.3. The Seller shall save, indemnify, defend and hold harmless the Buyer from all suits, claims, liabilities, costs, judgements, penalties, fines or demands of every kind arising out of any infringement of Intellectual Property Rights in connection with the obligations of the Seller under the Contract.
- 13.4. The Seller shall grant to the Buyer an irrevocable, non-exclusive, worldwide, perpetual, royalty free license to use the Seller's Intellectual Property Rights in respect of the Goods.
- 13.5. Where embedded software is provided as part of the supply of Goods it is the Seller's responsibility to ensure that all respective software licenses are obtained to ensure the Buyer's ability to utilize, perpetuate and transfer the use of such software.

14. Compliance with Applicable Laws and Buyer's Compliance Policies

- 14.1. It is the responsibility of the Seller to ensure that all Goods and/or Services provided to the Buyer are in strict accordance with all applicable laws and statutes of the country for which the Goods and/or Services are intended, together with each of the Buyer's compliance policies pursuant to clause 15.1.
- 14.2. Where the Goods and/or Services are subject to statutory control, substance restrictions and/or require special certification or consideration for their use, it is the responsibility of the Seller to notify the Buyer in advance of shipment of such instance in order to seek advice and/or approval prior to their delivery. Failure to do so is considered a material breach of the Contract.
- 14.3. Should the delivery contain Goods which are classed as hazardous or dangerous, according to international regulations, the Seller shall inform the Buyer to ensure that the correct procedures and documentation are implemented prior to the shipment of the Goods.
- 14.4. Where Goods and/or Services are being delivered to a location other than the Buyer's premises it is the responsibility of the Seller to notify the Buyer in advance and in writing, of any special Personal Protective Equipment / Health and Safety Considerations, prior to the shipment of any material to ensure that any/all appropriate risk assessments are carried out.

15. Ethical Conduct

- 15.1. It is a fundamental requirement of this Contract, that both the Buyer and the Seller, (and any parties in the Seller's supply chain), act in an open, honest, and ethical manner. It is therefore of the utmost importance that the Buyer and the



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Seller, (and any parties in the Seller's supply chain), shall adhere to the Buyer's compliance policies, including but not limited

to the (i) Anti Bribery and Corruption Policy, (ii) Anti Money Laundering Policy, (iii) Competition Policy, (iv) Data Protection Policy and (v) Trade Compliance Policy. Such policies are available on request, if not already provided to the Seller.

- 15.2. If the Seller is to be found in breach of any of the Buyer's compliance policies the Buyer may immediately terminate the Contract in whole, or in part, without any cost or liability to the Buyer.
- 15.3. Where the Seller is to be found in breach of any of the Buyer's compliance policies the Seller shall indemnify the Buyer as set out in clause 17.

16. Termination

- 16.1. The Buyer shall be entitled to terminate the Contract, in whole or in part, if:
 - 16.1.1. the Seller becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or a Receiver is appointed for a substantial part of the Seller's assets;
 - 16.1.2. the Seller is in material breach of its obligations under the Contract;
 - 16.1.3. the Seller repeatedly fails to meet the quality requirements during the execution of the Contract;
 - 16.1.4. the Seller fails to promptly commence and proceed with the performance of the Contract, which may in the Seller's reasonable opinion substantially delay the delivery of the Goods beyond the delivery date;
 - 16.1.5. the Seller fails to comply with clause 14 Compliance with Applicable Laws, or clause 15 Ethical Conduct.
- 16.2. If the Buyer terminates the Contract under clause 16.1 the following provisions shall apply:
 - 16.2.1. the Seller shall only be entitled to payment for the part of the Contract which was accepted by the Buyer and in conformance to the Contract, up to the date of termination;
 - 16.2.2. the Buyer shall be entitled to recover any additional costs reasonably incurred by reason of the Seller's default, including, but not limited to, the cost of engaging others to complete the Contract.
- 16.3. The Buyer may for any other reason, by written notice to the Seller terminate the Contract in whole or in part.
- 16.4. If the Buyer terminates the Contract under clause 16.3 the following provisions shall apply:
 - 16.4.1. the Buyer shall pay to the Seller the value of the Goods and/or Services already completed or whose manufacture is in progress at the time of termination and shall pay for all materials for which an obligation to pay on the part of the Buyer has arisen before such date of termination;
 - 16.4.2. the Seller shall not be able to claim any damages, losses, expenses, loss of profit or any other costs as a result of such termination.

17. Indemnity and Insurance

- 17.1. The Seller shall defend, indemnify and hold harmless the Buyer and all its assigns, subcontractors and customers from and against every liability it may incur to any other person whatsoever, and against all claims, actions, demands, damages, losses, proceedings, costs and expenses incurred by the Buyer as a result of any act or omission of the Seller, its employees, contractors, agents, suppliers, or otherwise by reason of any default or breach of the Seller in performing or failing to perform its obligations under the Contract.
- 17.2. Without any limitation to the Seller's liabilities and responsibilities under the Contract, the Seller shall at its own cost obtain and maintain the following insurances along with all insurance requirements found in Appendix A herein:
 - 17.2.1. Insurance for the Goods against any risk of loss and/or damage, up to the delivery of the Goods as per the delivery terms;



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- 17.2.2. Public/Products Liability Insurance up to a limit which is comparable to the liabilities and risks attached to the performance of the Contract by the Seller;
- 17.2.3. Other insurances such as Employers Liability Insurance, Erection "All Risks" Insurance, Motor Vehicle Insurance and Professional Indemnity Insurance, as may be required for the performance of the Contract by the Seller.

18. Force Majeure

- 18.1. Force Majeure means war, hostilities, (whether war be declared or not), acts of terrorism, riots or civil disorder, industrial disputes, acts of God or any circumstances beyond the reasonable control of the Buyer and the Seller.
- 18.2. If the Buyer or the Seller is prevented or delayed in performing its contractual obligations by any Force Majeure event, he shall be excused the non-performance of such obligation provided that written notification of the event of Force Majeure has been given to the other party as soon as possible.
- 18.3. If such a delay or failure to perform the Contract exceeds 30 calendar days, the Buyer shall have the right to terminate the Contract forthwith by written notice to the Seller.

19. Advertisement

- 19.1. The Seller may not refer to the Contract in any form of advertising without the Buyer's prior written consent.

20. Applicable Law

- 20.1. The Contract shall be governed and construed in accordance with the law of the country from which the Purchase Order is issued.

21. Arbitration

- 21.1. All disputes between the Buyer and the Seller arising out of and in connection with the Contract shall be settled amicably by means of good faith discussions. If the dispute is not resolved arbitration shall take place in the country and state, or commonwealth, from which the Purchase Order is issued.

Brush explicitly does not accept any of Seller's terms and conditions that may have been included in Seller's offers to sell, quotations and/or proposals. Seller's acceptance of this order, and its ability to accept this order, is conditional upon Seller's understanding that Seller expressly agrees that this order shall be exclusively governed by the attached Generator and Motor Services of Pennsylvania, LLC dba Brush Aftermarket Purchase Terms and Conditions. Seller agrees that no other terms and conditions, whether included in Seller's proposal, quotation, or any other document or agreement, shall be applicable.

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Appendix A: Insurance Requirements

1. *Required Coverage.* Along with carrying the same amount of insurance Contractor is obligated to carry for customer under the general contractor, Subcontractor shall at all times during the term of this Agreement carry and maintain at the least, and at its sole expense the following insurance in each case issued by an insurer having an A.M. Best Company, Inc. financial strength rating of A- or greater and a financial size category ranking of class IX or higher:

(a) commercial general liability coverage including broad form contractual liability and completed products and operations with minimum limits of \$1,000,000 per occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate. The policy shall be written on an ISO occurrence form CG 00 01 or its equivalent. The policy must provide coverage for occurrences taking place in the country in which the work will be performed and claims made against the Subcontractor anywhere in the world; If activities undertaken by subcontractor shall include crane operations and/or rigging activities, the policy shall be endorsed to extend coverage.

(b) business automobile liability coverage including owned, non-owned, and hired vehicles with a combined single limit of liability of not less than \$2,000,000 per occurrence. The policy must provide coverage for accidents taking place in the country in which the work will be performed and claims made against the Subcontractor anywhere in the world; If Subcontractor is transporting hazardous materials coverage must extend to include an MCS-90 endorsement.

(c) statutory worker's compensation and employer's liability coverage with minimum limits of liability of \$1,000,000 each accident, \$1,000,000 disease – each employee and \$1,000,000 disease – policy limit; and Should any work be performed on offshore platforms, coverage must extend to the Outer Continental Shelf Lands Act. Should any work be performed on ships, coverage must extend to the Jones Act. Should any work be performed over navigable waters or in harbors, coverage must extend to Longshore and Harbor Workers Compensation Act. Subcontractor shall name contractor as alternate employer for its employees supplied to the contractor under this agreement.

(d) commercial umbrella liability coverage with minimum limits of \$5,000,000 per occurrence, \$5,000,000 products and completed operations aggregate and \$5,000,000 general aggregate. Excess liability coverage must apply on a follow form basis.

(e) If the scope of work involves use of hazardous materials regulated by state environmental protection agencies or otherwise potential pollutants, Subcontractor shall maintain a program of Contractors Pollution Liability insurance on an occurrence basis with limits not less than \$5,000,000 per occurrence and in the aggregate.



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(f) If the scope of work involves engineering, architectural, or other professional services, Subcontractor shall maintain a program of professional errors and omissions liability insurance the amount of \$5,000,000 per occurrence and in the aggregate.

(g) If Subcontractor will be operating within the premises of customer, Subcontractor shall maintain a policy of commercial crime insurance including 3rd party crime coverage with a limit not less than \$1,000,000 per occurrence.

2. *Required Policy Endorsements/conditions.* Each policy providing coverage under Section 1.1 shall:

(a) be endorsed to provide for waiver of subrogation against Generator and Motor Services of Pennsylvania, LLC for all coverage afforded by such policy;

(b) if providing the coverage prescribed by Section 1.1(a), (b), (d), (e), name Generator and Motor Services of Pennsylvania, LLC as an additional insured. With respect to additional insured status under coverage required in 1.1 (a), Subcontractor's insurance must include both CG 2010 for ongoing operations and CG 2037 for completed operations.

3. *Evidence of Coverage.* On or before the commencement of Work under or in connection with this Agreement, Subcontractor shall provide Generator and Motor Services of Pennsylvania, LLC certificates of insurance evidencing the coverage and policy endorsements required by Article 1, and renewals thereof within 10 days of each policy renewal.

4. To the extent permitted by applicable Laws and in situations where Generator and Motor Services of Pennsylvania, LLC has been granted additional insured status, all above-mentioned insurance policies will: be primary and non-contributory to any other insurance afforded to Generator and Motor Services of Pennsylvania, LLC and contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause.

5. None of the policies required under 1.1 will be cancelled, non-renewed, or materially reduced below the minimum coverage without 30-day written notice sent to Generator and Motor Services of Pennsylvania, LLC.



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6. From time to time and as the scope of work may necessitate, Generator and Motor Services of Pennsylvania, LLC may require additional coverage or increases in limits above what is stated in 1.1.
7. If any of Subcontractor's insurance policies are written on claims made basis, each policy shall include a retroactive date that aligned with or precedes the inception of this contract.
8. Failure by Subcontractor to acquire and/or maintain the insurance coverage and limits set forth in this Subcontract shall not act, nor shall it be construed, as relieving Subcontractor from its obligations and responsibilities under this Subcontract, including without limitation, Subcontractor's indemnification obligations hereunder. In the event Subcontractor fails to obtain any of the required insurance, Subcontractor shall itself be liable to Contractor as an insurer to the same extent as if such insurance had been obtained.

**Generator and Motor Services of Pennsylvania,
LLC**

By:_____

By: _____

Name:_____

Name:_____

Title:_____

Title:_____



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