

EXHIBIT A

CORE INDUSTRIAL & SUPPLY, LLC

GENERAL TERMS & CONDITIONS OF SALE

These General Terms & Conditions of Sale ("**Terms**") are an essential part of every Sale Agreement and, by this reference, the Parties incorporate these Terms into, and make these Terms a part of, every Sales Agreement.

DEFINITIONS. As used in these Terms, the following words and terms have the following meanings:

"Buyer" means a purchaser of a Vehicle from Seller.

"Charges" means all charges, taxes, fees, duties, or customs that arise out of, or relate to, the manufacture, purchase, sale, inspection, transportation, storage, delivery, or use of any Vehicle, which any international, federal, state, or local governmental or regulatory agency or authority or other person or entity levies, imposes, collects, or assesses, regardless of the character, method of calculation, or measure of the levy, imposition, collection, or assessment, including the following: sales, use, value-added, and excise taxes; environmental fees; delivery fees; and inspection charges; "Charges" does not mean or include taxes based upon the net income of Seller.

"Claim" means any claim, action, cause of action, suit, proceeding, controversy, demand, dispute, or other situation or state of facts over which a Party may seek any Damages, relief, or other remedy, whether at law or in equity.

"Damages" means any damages, injuries, liabilities, penalties, assessments, sanctions, fines, losses, costs, or expenses (including attorneys' fees and related legal fees, costs and expenses), whether based in contract, tort, or otherwise, and whether arising under common law or statute.

"Deposit" means 20% of the total purchase price of all Vehicles to be purchased in a Sales Agreement.

"Event of Default" means any one of the following: (i) Buyer fails to timely make any payment required under these Terms, any Sale Agreement, or any other agreement between the Parties; (ii) Buyer defaults, violates, or breaches any material obligation under these Terms or any Sale Agreement; (iii) Buyer files a petition or otherwise commences, authorizes, or acquiesces in the commencement of any petition, proceeding, or case under any bankruptcy, reorganization, insolvency, or similar Law or has any such petition, proceeding, or case filed against Buyer; (iv) Buyer becomes insolvent or bankrupt, however evidenced; (v) Buyer is unable to pay Buyer's debts as they come due; or (vi) Buyer merges or consolidates with or into any other entity or enters into any agreement to sell all or substantially all of its assets to any other entity, and the surviving or acquiring entity's creditworthiness is materially weaker than the original Buyer.

"Force Majeure Event" means any cause or circumstance beyond Seller's reasonable control, including the following: flood, fire, explosion, extreme heat or cold, earthquake, storm, or other act of God; Vehicle, component parts, or raw material shortages; strike, lockout or other industrial or labor difficulty or disturbance; riot, hostility, disorder, sabotage, civil commotion, war, or act of terrorism; condition that makes Seller's performance economically impractical; accident or breakage of equipment or machinery; failure or delay of transporters to furnish transportation or delivery; failure or delay of suppliers to furnish supplies or parts; governmental action or regulation; the effect of any Law; or theft or vandalism.

"Law" means any (i) international, federal, state or local law, rule, regulation, ordinance, or requirement (including any state licensing requirements where title to any Vehicle transfers) or (ii) order or ruling of any court or administrative agency or authority having jurisdiction.

"Order" means a binding agreement, whether oral or written, between Buyer and Seller under which Buyer agrees to purchase one or more Vehicles from Seller.

"Party" means, individually, either Seller or Buyer, as applicable; and "**Parties**" means, collectively, Seller and Buyer.

"Vehicle" means any industrial personnel carrier, including those marketed as "Extreme Duty Vehicles" or "EDV's", or other vehicle that Seller sells to Buyer.

"Sale Agreement" means any agreement between Seller and Buyer under which Seller agrees to sell any Vehicle to Buyer.

"Seller" means Core Industrial & Supply, LLC.

ACCEPTANCE. These Terms are binding upon Buyer in any Sale Agreement and are conditioned upon Buyer's acceptance of them without addition, alteration, change, supplement, or modification. Seller rejects any different, additional, altered, changed, supplemented, or modified terms that Buyer proposes or attempts to impose on these Terms, whether in a purchase order or other document, all of which terms will be deemed material. Seller's acknowledgment or acceptance of purchase orders or other documents of Buyer stipulating different, additional, altered, changed, supplemented, or modified terms will not become part of these Terms or a Sale Agreement and will in no way add to, alter, change, supplement, or modify these Terms. Buyer will be deemed to have accepted and waived any objections to these Terms when Buyer issues or submits to Seller a purchase order or other document or otherwise agrees to purchase any Vehicle. Buyer's acceptance of a Vehicle constitutes an express representation that Buyer is not then insolvent under the meaning of Title 11 of the United States Code or any other applicable federal or state law or regulation.

PAYMENT AND CREDIT TERMS. Buyer will pay a Deposit when Buyer places an Order for a Vehicle. Seller will have no obligations arising out of an Order unless Buyer pays a Deposit. Seller will apply the Deposit against the purchase price of a Vehicle. Buyer will pay the full unpaid balance of the Vehicle's purchase price (without abatement, discount, deduction, withholding, set-off, or counterclaim of any kind other than the Deposit) before Seller will be required to deliver the Vehicle to Buyer. Seller will notify Buyer when a Vehicle is ready for delivery, and Buyer will have thirty days to pay the full unpaid balance of the Vehicle's purchase price. If Buyer fails to pay the full unpaid balance of the Vehicle's purchase price within thirty days of Seller's notice, then Buyer will forfeit and Seller will retain the Deposit, Buyer's Order will be void, and Seller may dispose of the Vehicle in such manner as Seller shall determine in Seller's sole discretion. Buyer will make all payments in United States dollars of immediately available funds. Seller does not offer financing directly, and Buyer must obtain financing through a third party.

CANCELLATION. Buyer may cancel an Order at any time before delivery of the Vehicle to Buyer, but Buyer will forfeit, and Seller will retain, the Deposit.

COLLECTION COSTS AND INTEREST. Buyer will pay all of Seller's costs and expenses incurred in collecting any amount Buyer owes to Seller that is past-due, including reasonable attorneys' and related legal fees and expenses.

CHARGES. In addition to the purchase price for any Vehicle, Buyer will pay all Charges. Buyer shall promptly reimburse Seller for all Charges that, for any reason, Seller is required to pay or prepay.

TAX EXEMPT. Prior to Seller's delivery of any Vehicle, Buyer shall provide to Seller all proper exemption certificates evidencing that Buyer is licensed to engage in tax free transactions with respect to purchases of any Vehicle under any applicable Law.

TITLE AND RISK OF LOSS. Title to, and all risk of loss of, damage to, or destruction of, any Vehicle will pass from Seller to Buyer when, as applicable: (i) Seller personally delivers a Vehicle to Buyer at Buyer's designated delivery location; or (ii) Seller delivers possession of a Vehicle to a third party carrier for delivery to Buyer. Passage of title and risk of loss is not conditioned upon delivery or receipt of bills of lading. Seller will have sole discretion to select and engage any third party carrier.

COMPLIANCE WITH LAWS. Each Party shall comply with all Laws applicable to these Terms. Notwithstanding anything in these Terms to the contrary, nothing in these Terms is intended to induce or require, nor should anything in these Terms be interpreted or construed to

induce or require, either Party to act in any manner that is inconsistent with, or penalized or prohibited under, any Law, including any Law relating to anti-money laundering, foreign trade controls, export controls, embargoes, or boycotts of any type.

EVENTS OF DEFAULT. Upon the occurrence of an Event of Default, in addition to all other rights and remedies available to Seller at Law, in equity, or otherwise, Seller will have the following rights: (i) without terminating these Terms, any Sale Agreement or any other agreement between the Parties, demand and be entitled to immediate payment of all amounts due and payable by Buyer to Seller under these Terms, any Sale Agreement or any other agreement between the Parties, or (ii) terminate these Terms or any Sale Agreement and, at Seller's option, any other agreement between the Parties, in which event Buyer will, within five business days of the effective date of such termination, pay all amounts due and owing to Seller under these Terms or any Sale Agreement and any other agreement between the Parties.

END USE. Buyer is solely responsible for determining and specifying the type, model, accessories, add-ons, and quantity of Vehicles. Buyer is solely responsible to determine the merchantability, suitability, and fitness of any Vehicle for Buyer's intended or contemplated uses and purposes. Buyer assumes all risk and liability for Damages (including personal injury or death) arising out of, or relating to, Buyer's purchase, use, or possession of any Vehicle.

LIMITED WARRANTY. SELLER WARRANTS TO BUYER ONLY AS FOLLOWS: (i) EXCLUDING A VEHICLE'S ENGINE AND FRAME, A VEHICLE WILL BE FREE OF MATERIAL DEFECTS FOR A PERIOD OF NINETY DAYS FROM THE DATE OF DELIVERY TO BUYER; (ii) A VEHICLE'S FRAME WILL BE FREE OF MATERIAL DEFECTS FOR A PERIOD OF TWO YEARS FROM THE DATE OF DELIVERY TO BUYER; AND (iii) A VEHICLE WILL BE DELIVERED TO BUYER FREE AND CLEAR OF ALL LIENS, SECURITY INTERESTS, AND ENCUMBRANCES GRANTED OR INCURRED BY SELLER.

LIMITED WARRANTY CONDITIONS AND EXCLUSIONS. THE LIMITED WARRANTY DOES NOT APPLY TO ENGINE DEFECTS, WHICH ARE COVERED EXCLUSIVELY BY THE APPLICABLE THIRD PARTY MANUFACTURER'S WARRANTY. SELLER WILL HAVE NO OBLIGATION TO REPAIR OR REPLACE ANY DEFECTIVE ENGINE, AND BUYER SHALL CONTACT THE APPLICABLE THIRD PARTY MANUFACTURER FOR ANY WARRANTY OR OTHER REPAIRS OR REPLACEMENTS. THE LIMITED WARRANTY EXTENDS ONLY TO BUYER AND NOT TO ANY THIRD PARTY.

LIMITED WARRANTY VOID. THE LIMITED WARRANTY WILL BE VOID IF A VEHICLE (i) HAS BEEN SUBJECTED TO TAMPERING, ABUSE, MODIFICATION, ALTERATION, CHANGE, OR ACCIDENT; (ii) HAS BEEN USED IN UNAUTHORIZED OR ABNORMAL CONDITIONS; OR (iii) A VEHICLE HAS NOT HAD ALL REQUIRED MAINTENANCE PERFORMED TIMELY.

WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY, SELLER SELLS AND BUYER ACCEPTS ALL VEHICLES "AS IS", AND SELLER MAKES NO AND DISCLAIMS ALL CONDITIONS, GUARANTEES, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER EXISTING BY COMMON LAW, STATUTE, OR OTHERWISE, REGARDING ANY VEHICLE (INCLUDING WITH RESPECT TO THE QUALITY, QUANTITY, FITNESS, MERCHANTABILITY, DURABILITY, OR SUITABILITY OF ANY VEHICLE), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. SELLER MAY MAKE DESIGN AND SPECIFICATION CHANGES TO FUTURE VEHICLES WITHOUT NOTICE OR OBLIGATION TO BUYER. NO ASSISTANCE, INFORMATION, OR SUGGESTION OR ANY OTHER ORAL STATEMENT BY ANY AGENT OR EMPLOYEE OF SELLER REGARDING THE PURCHASE, USE, SELECTION, APPLICATION, TECHNICAL SPECIFICATIONS, OR SUITABILITY OF ANY VEHICLE WILL BE DEEMED TO BE A REPRESENTATION OR WARRANTY OF ANY KIND, AND BUYER MAY NOT RELY UPON ANY SUCH STATEMENT FOR ANY REASON. BUYER REPRESENTS AND WARRANTS TO SELLER THAT BUYER HAS RELIED EXCLUSIVELY UPON BUYER'S OWN KNOWLEDGE AND JUDGMENT REGARDING ALL VEHICLES, INCLUDING THE FITNESS OR SUITABILITY OF ANY VEHICLE FOR BUYER'S PARTICULAR, INTENDED, OR CONTEMPLATED USE OR PURPOSE. THE SOLE LIABILITY OF SELLER TO BUYER FOR A BREACH OF WARRANTY WILL BE TO REPAIR OR REPLACE ANY DEFECTIVE PART OR COMPONENT, WHICH DEFECTIVE PART OR

COMPONENT BUYER RETURNS TO SELLER AND IS, IN SELLER'S SOLE DISCRETION, DEFECTIVE. THE OPTION OF REPAIR OR REPLACEMENT WILL BE F.O.B. SELLER'S PRINCIPAL PLACE OF BUSINESS.

LIMITATION OF LIABILITY. IN NO EVENT WILL SELLER BE LIABLE TO BUYER ARISING OUT OF, OR RELATING TO, ANY ORDER, THESE TERMS, ANY SALE AGREEMENT, THE PURCHASE AND SALE OF ANY VEHICLE, OR BUYER'S USE OR POSSESSION OF ANY VEHICLE, FOR ANY CHARGES OR DAMAGES (INCLUDING SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES AND DAMAGES FOR LOSS OF PROJECTED OR PROSPECTIVE PROFITS, ANTICIPATED COST SAVINGS, OR LOST OPPORTUNITIES), EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL LIABILITY UNDER THESE TERMS, WHETHER BASED IN CONTRACT, WARRANTY, TORT, OR OTHERWISE, SHALL IN NO CASE EXCEED THE PURCHASE PRICE PAYABLE FOR THE VEHICLE THAT GAVE RISE TO SUCH LIABILITY.

INDEMNITY. Buyer shall indemnify, defend, and hold harmless Seller and its parent and any subsidiaries and affiliates and all of their respective officers, directors, partners, managers, shareholders, members, agents, employees, contractors, successors, and assigns (collectively, "**Indemnified Parties**") from and against any and all Claims and Damages that are alleged or asserted against, or actually incurred by, any Indemnified Party, which arise out of, or relate to, any of the following: (i) an Event of Default; (ii) use or possession of any Vehicle (including any personal injury or death); (iii) Claims of third parties; or (iv) any acts or omissions of Buyer or any of its subsidiaries or affiliates or any of their respective officers, directors, partners, managers, shareholders, members, agents, employees, contractors, successors or assigns with respect to any Order, Sale Agreement, or the purchase and sale any Vehicle.

QUALITY AND QUANTITY CLAIMS. All sales are final. Seller will allow Buyer to inspect Vehicles purchased before delivery to Buyer, and Buyer will waive any Claim against Seller regarding the condition of a purchased Vehicle if Buyer does not inspect it before delivery (excluding warranty Claims and Claims for damages in delivery if Seller personally delivers the Vehicle to Buyer). If Buyer has inspected a Vehicle before its delivery, Buyer must document in writing any Claim addressing the quality or quantity of a Vehicle delivered at the time of delivery on the delivery receipt or in a letter of protest. Buyer shall notify Seller of all Claims relating to a Vehicle's quality no later than twenty days after the date of Vehicle delivery to Buyer. If Seller does not timely receive any such notice, Buyer will be deemed to have waived any such Claim. The Parties will settle any Claims separately from payment of any amounts due for a Vehicle, which in all cases Buyer must make in full without delay.

STATUTE OF LIMITATIONS. Notwithstanding any longer period permitted by applicable Law and, without broadening any limitation of any other provision of these Terms, Buyer must file any Claim arising out of, or relating to, these Terms within one year after the date on which the act or omission giving rise to such Claim first occurred.

FORCE MAJEURE. Seller will have no liability for any delay or failure to perform its obligations under these Terms, whether in whole or in part, due to a Force Majeure Event. At the conclusion of any Force Majeure Event, neither Buyer nor Seller will have any obligation to each other with respect to any quantities of Vehicle not delivered as a consequence of such Force Majeure Event. No Force Majeure Event will alter, modify, extend, or change these Terms.

ASSIGNMENT. Buyer may not assign these Terms or any of its rights under these Terms or delegate any of its duties under these Terms, whether in whole or in part, without the prior written consent of Seller.

ARBITRATION AND WAIVER OF TRIAL BY JURY. The Parties will attempt in good faith to resolve any Claim informally in a timely manner. If the Parties cannot reach an agreeable informal resolution of a Claim, such Claim must be submitted to, and resolved by, binding arbitration conducted by the American Arbitration Association. If for any reason a Claim cannot be submitted to, or resolved by, arbitration, the Parties knowingly and voluntarily waive any right to a trial by jury with regard to any Claim, with the result that all matters of fact and law in such Claim will be determined by a judge without jury.

CHOICE OF LAW AND JURISDICTION. Any Claim arising out of, or relating to, these Terms shall be governed by, and construed in accordance with, the substantive and procedural laws of Alabama

(excluding any conflict or choice of law, rules, or principles that may refer or defer to the laws of another jurisdiction). Any Claim arising out of, or relating to, these Terms must be commenced, filed, and arbitrated or prosecuted exclusively within Jefferson County, Alabama.

CONFLICT. If any provision of these Terms is inconsistent or conflicts with any provision of a written Sale Agreement, these Terms will govern unless the written Sale Agreement expressly supersedes these Terms in writing and is signed by Seller.

THIRD PARTY BENEFICIARIES. There are no third party beneficiaries of or to these Terms or any Sale Agreement.

WAIVER. The waiver by either Party of a breach or violation of any provision of these Terms will not operate as, or be construed to be, a waiver of any subsequent breach or violation of these Terms. Any waiver of any provision of these Terms must be in writing and signed by the Parties. The failure of either Party to enforce or insist upon any provision of these Terms on any occasion shall not be a waiver of the right of such Party to enforce or insist upon such provision on any future occasion.

INTERPRETATION. As used in these Terms, "include" or "including" mean include or including without limiting the generality of any description or word preceding their use; "shall" and "will" are imperative in meaning and intent; and "may" is permissive in meaning and intent. Any singular word or term defined in these Terms will include the plural form of such word or term, regardless of whether these Terms specifically defines the plural form of such word or term; and any plural word or term defined in these Terms will include the singular form of such word or term, regardless of whether these Terms specifically defines the plural form of such word or term.

AMENDMENTS. No addition to, or alteration, amendment, modification or termination of, these Terms will be deemed valid or binding, unless in writing and signed by Seller.

SEVERABILITY. If any provision of these Terms conflicts with the law under which these Terms are to be construed and if an arbitrator or court of competent jurisdiction should declare such provision to be unenforceable or void as unreasonable, such provision will be deleted from these Terms but the remaining provisions of these Terms will remain in full force and effect to the extent such arbitrator or court does not declare them to be unreasonable or unenforceable.

SECTION HEADINGS. The captions or section headings in these Terms are for convenience only and shall not be construed as part of these Terms or otherwise construed as defining, limiting, or affecting the scope or intent of these Terms.

ATTORNEYS' FEES. In the event of any Claim between the Parties in which Seller is the prevailing party, Seller will be entitled to reimbursement of the attorneys' fees and related legal fees and costs Seller incurs in connection with such Claim.

NOTICES. Any notice or demand required or permitted to be given under these Terms must be in writing and will be deemed to have been given and delivered when (i) delivered, if personally delivered, or (ii) when accepted or rejected, if mailed via certified or registered mail, return receipt requested, and properly addressed to Seller at the physical address listed in these Terms or to Buyer at the physical address of its principal place of business or any address listed on its purchase order.

ENTIRE AGREEMENT. These Terms together with any terms of any written Sale Agreement signed by Seller are the entire understanding and agreement of the Parties relating to the purchase and sale of any Vehicle and supersede all prior and contemporaneous oral and written understandings and agreements relating to the purchase and sale of any Vehicle. No understandings or agreements (including any warranties) relating to the purchase and sale of any Vehicle exist that are not expressly recited or referenced in these Terms.