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**Terms and Conditions of Sale**

1. **Orders.** All customer ("Customer") orders are subject to acceptance or rejection by Cherokee Truck Equipment, LLC (Cherokee). No orders may be changed in any manner, without the prior written consent of Cherokee.
2. **Cancellation.** After acceptance, orders may not be cancelled without Cherokee's written consent, terms that will compensate Cherokee fully for any loss or damage sustained by Cherokee, or third party providers, as a result of such cancellation.
3. **Performance.** Customer acknowledges that Cherokee cannot be responsible for production delays of the chassis manufacturer, body manufacturer, equipment manufacturer or any other third party provider of materials, parts, suppliers or services, which are not under Cherokee's direction or control. Therefore, Customer agrees that Cherokee will not be liable for damages of any kind resulting from performance or delivery delays occasioned by or attributable to such third parties. In addition, Cherokee will not be liable for damages of any kind arising from failure to complete performance of this agreement in accordance with its terms (including delivery date) if such failure is due to wars, strikes, floods, fires, accidents, delays in transportation or other acts of force majeure, or other causes beyond Cherokee's reasonable control.
4. **Prices.** Cherokee bases its contract price upon the prices quoted by Cherokee's suppliers and manufacturers. All orders are subject to a pass-through to Customer of any price increase imposed on Cherokee by Cherokee's manufacturers or suppliers.
5. **Payment.** Payment is due, in full, upon delivery of vehicle and/or equipment, unless alternate arrangements have been made and documented, in writing, by Cherokee. If for any reason Customer defaults in any payment owed to Cherokee, Customer agrees to be responsible for all costs incurred by Cherokee in collecting any outstanding accounts, including but not limited to, collection agency fees, filing fees, court costs, expenses and reasonable attorney fees. In addition, any invoice not paid in full within thirty (30) days from invoice date shall bear interest at the rate of 1½ % per month (18% per annum), or the maximum allowed by law, whichever is less.
6. **Mounting Prices.** It is the Customers responsibility to provide Cherokee a chassis that meets the specifications published by Cherokee's suppliers. Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge to be billed at the standard supplier factory labor rate.
7. **No Express Warranty/Disclaimer of Implied Warranties.** Cherokee makes no warranty with respect to products or component parts manufactured by others and supplied to Cherokee by such third parties. The only warranties offered with respect to such products or parts, if any, are those offered by the manufacturer of such products or parts. In addition, CHEROKEE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Cherokee further disclaims any liability for loss of product, profits, time or any other direct or indirect or consequential losses, damages (including property damages, personal injuries or death) or any damages resulting from delay in performance. No employee or representative of Cherokee is authorized to change this warranty disclaimer or in any way to grant any warranty on behalf of Cherokee.
8. **Choice of Law and Venue.** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Tennessee. Any claim against Cherokee arising from or related to these Terms and Conditions, or the underlying sale to which these Terms and Conditions apply, must be filed and adjudicated in a court of competent jurisdiction in Hamilton County, Tennessee, or the United States District Court for the Eastern District of Tennessee.
9. **Amendment.** Cherokee may rescind, amend, modify or otherwise alter these Terms and Conditions in Cherokee's sole discretion. The applicable terms and conditions of any sale by Cherokee shall be those attached to and made part of Cherokee's Order Acknowledgement, Invoice, or Delivery Receipt with respect to such sale.
10. **Entire Agreement.** The Order Acknowledgement, Invoice or Delivery Receipt to which these terms and conditions are attached, together with these Terms and Conditions, contain the complete and final agreement between the parties hereto with respect to the sale and purchase transaction embodied herein, and no Customer-supplied purchase order terms, verbal agreements or other agreement, in any way modifying any of these Terms and Conditions, will be binding on Cherokee unless agreed to in writing by an authorized representative of Cherokee.

Accepted By: \_\_\_\_\_ (signature)

Company: \_\_\_\_\_

Name: \_\_\_\_\_ (Printed)

Date: \_\_\_\_\_