

# JX Customer Account Terms & Conditions



These terms and conditions govern the provision of rentals, parts and or service to the customer referenced on the attached account application ("Buyer") by the following entities who are collectively referred to as "JX Enterprises": (1) Peterbilt of Wisconsin, Inc. d/b/a JX Peterbilt - Green Bay, JX Peterbilt - Appleton, JX Peterbilt - Waukesha, JX Peterbilt - Madison, JX Peterbilt - Milwaukee, JX Peterbilt - Mineral Point, JX Peterbilt - Wadsworth, and JX Peterbilt - Rockford, (2) Wausau Truck Center, Inc. d/b/a JX Truck Center, (3) McLean county Truck Company d/b/a JX Peterbilt - Bloomington and JX Peterbilt - Champaign, (4) Peterbilt Illinois - Joliet, Inc. d/b/a JX Peterbilt - Bolingbrook, JX Hino - Chicago (5) Peterbilt Illinois - Chicago, Inc. d/b/a JX Peterbilt - Bensenville, JX Peterbilt - Lansing, TRP Chicago, (6) Peterbilt of Michigan, Inc. d/b/a JX Peterbilt - Grand Rapids (7) Peterbilt of Indiana, Inc. d/b/a JX Peterbilt - Indianapolis, JX Peterbilt - Fort Wayne, JX Enterprises - Lafayette and (7) JX Leasing, Inc. d/b/a JX PacLease - Bloomington, JX PacLease - Wadsworth, JX PacLease - Bolingbrook, JX PacLease - Champaign, JX PacLease - Rockford, JX PacLease - Bensenville, JX PacLease - Lansing, JX PacLease - Waukesha, JX PacLease - Madison, JX PacLease - Green Bay, JX PacLease - Wausau, JX PacLease - Milwaukee, JX PacLease - Appleton, JX PacLease - Grand Rapids, JX PacLease - Indianapolis, JX PacLease - Fort Wayne. No terms and conditions other than these terms and conditions shall be binding upon JX Enterprises and any contrary terms contained in any purchase order or communication from Buyer.

**CREDIT:** JX Enterprises may, at its sole discretion, open an account, grant time to pay, refuse to grant, or impose limitations upon any account or credit extended to Buyer.

**PAYMENT:** Payment for the lease & rental of trucks & equipment are due and payable to JX Enterprises within 10 days after the date of Invoice. Government entities, school districts, and school district related entities (i.e. - school bus companies) may be eligible for extended terms of up to 60 days pending credit approval. Payment for all other goods and services purchased shall become due and payable to JX Enterprises by the fifteenth of the following month,

**FINANCE CHARGE:** The unpaid balance of any charge for goods and services that has not been paid in full by the due date will bear interest at the rate of 1.5% per month (18% APR).

**LIEN:** Until all sums due to JX Enterprises have been paid in full, Buyer grants JX Enterprises a lien and security interest in Buyer's vehicles and or other property in the possession of JX Enterprises.

**STORAGE:** JX Enterprises shall charge Buyer a storage fee of \$25.00 per day for the storage of Buyer's property on JX Enterprises' property.

**MANUFACTURER'S PARTS WARRANTY ONLY:** The buyer's sole and exclusive warranty as to parts sold and or installed by JX Enterprises, is that provided by the manufacturer. JX Enterprises makes no express or implied warranties as to any parts sold and or installed. JX Enterprises hereby disclaims all express or implied warranties as to any parts sold and or installed, whether implied by operation of law or otherwise, including, without limitation, all implied warranties of merchantability and fitness for a particular purpose. Under no circumstances, and in no event, will JX Enterprises be liable for personal injury or property damage or any other loss, damage, cost of repairs or incidental, punitive, special consequential, or liquidated damages of any kind, whether based upon warranty, contract, strict liability, negligence or any other cause of action arising in connection with the design, manufacture, sale, or use of parts sold or installed by JX Enterprises. JX Enterprises shall, solely as a courtesy to its customer, attempt to process any manufacturer warranty claim which may be available as to any part sold or installed by JX Enterprises, provided however that unless paid by the manufacturer, no additional allowance shall be made for the labor or expense of repairing or replacing defective parts or damage resulting from the same.

**JX ENTERPRISES LIMITED SERVICE/LABOR WARRANTY:** JX Enterprises warrants that labor and services will be performed in a good and workmanlike manner. In the event that a defect in labor or services attributable to JX Enterprises is found to exist, within thirty (30) days following the date of performance of such labor or services it will be remedied by the JX Enterprises entity which performed such labor or service without charge. JX Enterprises hereby disclaims any and all other warranties as to any labor or service performed, including any warranties implied by operation of law or otherwise, including, without limitation, all implied warranties of fitness or fitness for a particular purpose. **LIABILITY LIMITATION REGARDING ENTITIES.** This agreement and particularly the joint account structure is provided to Buyer as a courtesy and convenience. Buyer agrees that in the event of a claim, it will seek remedies and recourse, if any, only from the particular dealer entity identified above which provided the rentals, parts and or service in question, and not to any of the other JX Enterprises entities identified above, or their parents or affiliates.

**DISCLAIMER OF DAMAGES:** JX Enterprises' sole liability for rentals, parts and or service is as provided above. In no event shall JX Enterprises be liable for special, exemplary, punitive or consequential damages arising out of or in connection with this Agreement. Including without limitation, breach of any obligation imposed on JX Enterprises hereunder or in connection herewith. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury to any person, or loss of or damage to property. Buyer shall indemnify JX Enterprises against all liability, cost or expense which may be sustained by JX Enterprises on account of any such loss, damage or injury.

**DEFAULT:** Buyer will be in default if Buyer fails to pay for any purchases in full by the due date, Buyer will also be in default if (1) Buyer becomes the subject of bankruptcy or insolvency proceeding, (2) Buyer fails to make payment when due or fails to comply with any other term of this Agreement, (3) if Buyer is an individual, at Buyer's death. If Buyer is in default, JX Enterprises may refuse to extend any further credit to Buyer under this Agreement and may require all future purchases to be on a "cash on delivery" basis. Subject to any limitations imposed by applicable law, if Buyer is in default JX Enterprises may also accelerate the full balance of Buyer's account. On default, Buyer is responsible for all collection expenses including actual attorney's fees and court costs. Election of one remedy hereunder shall not constitute a waiver of any other remedy held by JX Enterprises hereunder or at law or equity.

**AMENDMENT:** JX Enterprises may amend this Agreement from time to time by giving Buyer at least fifteen (15) days written notice, unless a longer period is required by law. Buyer's use of the account after JX Enterprises has given Buyer such notice constitutes Buyer's agreement to be bound by modified terms. To the extent permitted by law and indicated in the notice provided to Buyer, JX Enterprises may apply those amendments to Buyer's existing account balance as well as to future transactions.

**ASSIGNMENTS:** Buyer agrees that JX Enterprises may sell, assign or transfer Buyer's account and/or any part of any account balance without notice to Buyer. Buyer's rights under this Agreement may not be assigned.

**CHOICE OF LAW AND VENUE:** This contract and any action arising out of it shall be governed by the laws of the State of Wisconsin. If the services for Buyer are performed in multiple cities and/or states then the venue shall be in the Circuit Court of Waukesha County, Wisconsin.

**SEVERABILITY:** If any portion of this Agreement is invalid or unenforceable, then validity or unenforceability shall not affect any other provision hereof and the provisions set forth herein shall be construed in all respects as if the invalid or unenforceable provision has been omitted.