

Schedule 3 – Billing, Payment, and Order Terms

Billing and Payments:

360 Yield Center will provide all dealers with invoices for products purchased from us as well as monthly statements of account for the dealer's convenience. Dealers are expected to pay all invoices in a timely manner in order to remain as a dealer in good standing. Unless expressly dictated by another 360 Yield Center program, all invoices shall be paid within 30 days of invoice date. Any accounts receivable balances that are due but not received by the due date are subject to a 1.5% monthly finance charge or 18% annually. Dealers will likely find it beneficial to procure a line of credit with a local banking institution at a lower rate rather than paying the higher 360 Yield Center finance charges. It should also be noted that finance charges will not be forgiven at any time.

Any time a dealer becomes delinquent in his accounts receivable management, 360 Yield Center will implement multiple steps to rectify the dealer's account status. The following steps will be taken in those cases of delinquent accounts:

Receivables 1-30 Days Old

Finance charges will be applied to any dealer who has a receivable past due. Finance charges accrue at 1.5% per month or 18% annually.

Receivables 31-60 Days Old

360 Yield Center has the right to review the available credit to the dealer and subsequently lower their available credit if deemed necessary. If the credit limit is lowered, orders could be delayed in shipment if there is not sufficient credit on the dealer's account.

Receivables 61-90 Days Old

360 Yield Center may require a prepayment arrangement or a bank letter of credit before orders are shipped.

Receivables Greater than 90 Days Old

360 Yield Center may refuse to sell parts to any dealer with receivables in excess of 90 days. The 360 Yield Center sales team is notified of the dealer's account status with a course of action developed by the Regional Manager to bring the account balance into good standing.

Repercussions of Delinquent Accounts on Dealer Business and Future Orders

360 Yield Center has the right to turn over an unpaid receivable balance to a collection agency if all collection efforts have been exhausted. 360 Yield Center has the right to reclassify a dealer to a non-certified status if account balances are not current as of December 31st. In some cases of extreme delinquency the 360 Yield Center dealership could be revoked or 360 Yield Center may refuse to accept and ship orders to any dealer at our own discretion based on the financial standing of the dealer. 360 Yield Center may ship orders in various shipments and lots based on product availability and the invoice price shall reflect the inventory shipped. Any 360 Yield Center sales incentive payments (i.e. incentive sales programs/rebates) owed to dealers may be withheld by 360 Yield Center if account balances are not kept current.

Other Order Terms:

- 360 Yield Center shall not be liable for delays in shipment however caused.
- Purchase orders placed by Dealer for products are not subject to cancellation or change unless requested by dealer and accepted by 360 Yield Center. From time to time 360 Yield Center may not have inventory available and backordered product will be shipped when it becomes available.