



CORE EXCHANGE POLICY

Core Eligibility

When an exchange product is shipped from any one of the sites, core eligibility is earned and a core deposit is billed. The core deposit amount gets billed to a deposit receivable/core receivable account based on the quantity, the value, and the core part number that was exchanged at that time. From the time of the exchange sale, each customer has a 12 month window to return the core to be considered eligible for credit.

Unless there is a core bank that can be specifically applied to the core eligibility, the payment of the core receivable is expected with the payment on the standard trade receivable of Net 30 Day Terms. Individual core units and/or value cannot be transferred between core part numbers without written consent.

Core Eligibility Period (Core Window Return)

Customers have a 12 month core eligibility window to utilize an open eligibility. In the event a core is not returned and accepted for credit prior to the expiry period, the customer loses the right to receive credit against that eligibility. This will be strictly enforced.

Core Bank and Expiry

Any core returns, which exceed core eligibility, will result in a core bank for that core group. Core Bank units not used within 12 months will be expired from the core bank and not eligible for future credit or to be applied against other eligibility. Core banks cannot be converted to dollar credits or transferred to other core groups. Gorilla reserves the sole option to consider a core bank purchase or transfer at the mutually agreed market values. Prior to expiry / core abandonment, the customer has the opportunity to have the cores returned based on a customer collect program and a per unit handling charge.

Core Acceptance

Cores considered for core credit are shown in groups or as individual part numbers on the Gorilla core acceptance form. These forms are supplied by us at the customer's request and can be photo copied. Cores will be subject to a full inspection for defects and quantities for acceptance by Gorilla Brake are remanufacturing facilities prior to any core credit allowance.

All customers should check and perform the following procedures before sending dirty cores back to Gorilla Brake:

- Cores removed from boxes and without loose hardware
- Flared or mushroomed roller and anchor ends
- Torch damage
- Bent webs
- Broken welds
- Excessive rust
- Proper counts and identification

Only cores that meet all of the above standards will be considered eligible for either a core credit or a core bank position. Failure to comply with the acceptance policy can result in the denial of core credit or a charge to be issued on a per core basis for non-compliance.

Shipping Instructions

In instances where Gorilla is responsible for payment of the freight, please be advised that there is a 5 pallet minimum unless otherwise agreed to in writing by an authorized representative of Gorilla or its affiliates to be considered eligible for payment. Each pallet is to be securely wrapped and accompanied by a copy of the standard Core Return Form. Failure to comply with the standard shipping instructions can lead to reduction of credit to be issued or rejection of acceptance.



Other

Core receivables and/or deposit receivables have no independent value other than as a potential credit against a future exchange purchase from the company. At no time, and under no circumstances, shall Gorilla Commercial Vehicles US, LLC, Gorilla Commercial Vehicles Canada, ULC, or affiliated parties be required to issue any cash payment to with respect to a deposit receivable. This includes circumstances such as the termination of the core program or termination of your business relationship with the company regardless of the balance in the core bank or the deposit receivable. A payment on a core receivable is not a security deposit, nor other type of customer asset and there are no rights to offset a trade receivable or product receivable.

Unless otherwise committed to in writing by an authorized signatory of Gorilla Commercial Vehicle US, LLC or Gorilla Commercial Vehicle Canada, ULC the above is considered final and binding.