

**Fill in this information to identify the case:**

Debtor IEH Auto Parts LLC

United States Bankruptcy Court for the: Southern District of Texas  
(State)

Case number 23-90057

Official Form 410  
**Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. **Who is the current creditor?** BBB Industries, LLC  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor \_\_\_\_\_

2. **Has this claim been acquired from someone else?**  No  
 Yes. From whom? \_\_\_\_\_

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>BBB Industries, LLC</u> <u>Steven B. Mesarick</u> <u>29627 Renaissance Blvd.</u> <u>Daphne, AL 36526</u>	
Contact phone <u>251-338-8315</u>	Contact phone _____
Contact email <u>smesarick@bbbind.com</u>	Contact email _____

(see summary page for notice party information)  
Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

4. **Does this claim amend one already filed?**  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**  No  
 Yes. Who made the earlier filing? \_\_\_\_\_



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 1,443,582.54. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Sale of Goods

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( <u>2</u> ) that applies.	\$ <u>1,443,582.54</u>

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ 1,443,582.54

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/20/2023  
MM / DD / YYYY

/s/John J. Hall  
Signature

Print the name of the person who is completing and signing this claim:

Name John J. Hall  
First name Middle name Last name

Title Attorney for Creditor

Company Lewis Rice LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 600 Washington Avenue, Ste. 2500, Saint Louis, Missouri, 63101, United States

Contact phone 3144447635 Email jhall@lewisrice.com



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 802-7207 | International (781) 575-2107

<b>Debtor:</b> 23-90057 - IEH Auto Parts LLC		
<b>District:</b> Southern District of Texas, Houston Division		
<b>Creditor:</b> BBB Industries, LLC Steven B. Mesarick 29627 Renaissance Blvd.  Daphne, AL, 36526  <b>Phone:</b> 251-338-8315  <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> smesarick@bbbind.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded  <b>Related Document Statement:</b>  <b>Has Related Claim:</b> No  <b>Related Claim Filed By:</b>  <b>Filing Party:</b> Authorized agent	
<b>Disbursement/Notice Parties:</b> John J. Hall  600 Washington Avenue Ste. 2500  Saint Louis, Missouri, 63101 United States  <b>Phone:</b> 314-444-7635  <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> jhall@lewisrice.com		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No  <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Sale of Goods	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 1,443,582.54	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> Yes	<b>Priority Under:</b> 11 U.S.C. §507(a)(2): 1,443,582.54	
<b>Has Secured Claim:</b> No  <b>Amount of 503(b)(9):</b> Yes: 1,443,582.54  <b>Based on Lease:</b> No  <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b>  <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> John J. Hall on 20-Apr-2023 6:14:35 p.m. Eastern Time  <b>Title:</b> Attorney for Creditor  <b>Company:</b> Lewis Rice LLC		

**Optional Signature Address:**

John J. Hall  
600 Washington Avenue  
Ste. 2500

Saint Louis, Missouri, 63101  
United States

**Telephone Number:**

3144447635

**Email:**

[jhall@lewisrice.com](mailto:jhall@lewisrice.com)

**Addendum to Proof of Claim of BBB Industries, LLC under Section 503(b)(9) in the  
Bankruptcy Case of In re IEH Auto Parts, LLC, Case No. 23-90057**

1. This addendum is a part of and incorporated by reference into the attached proof of claim (together with this addendum, the “Proof of Claim”) filed by BBB Industries, LLC (the “Claimant”) under Section 503(b)(9) of the Bankruptcy Code, against IEH Auto Parts LLC and its bankruptcy estate (collectively, the “Debtor”).
2. On January 31, 2023 (the “Petition Date”), Debtor filed its voluntary petition under chapter 11 of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”).
3. Claimant and Debtor are parties to prepetition Merchandising Vendor Agreements (the “Vendor Agreements”) under which Claimant agreed to provide Debtor with certain goods and products. Copies of the Agreements are attached and incorporated into this Proof of Claim.
4. Under the Agreements, Claimant delivered goods and products requested by Debtor prior to the Petition Date, for which Claimant has not received payment, in the total amount of \$7,186,977.19.
5. Debtor failed to pay Claimant for the goods, services and other liability under the Vendor Agreements in the total amount of \$14,219,279.00.
6. Of this amount, Claimant delivered goods with a value of \$1,443,582.54 that Debtor received within 20 days prior to the Petition Date. Attached is a schedule of shipments of goods to Debtor by Claimant, including the date of actual receipt by Debtor, and the corresponding value amounts. Claimant has receipts reflecting the date of receipt by Debtor; due to their volume, those receipts are not attached but will be provided to appropriate parties upon request.
7. Claimant made demand for reclamation of goods upon Debtor on February 16, 2023, and Claimant filed its Notice of Reclamation Demand under Section 546 on February 17, 2023 [Doc. 124]. A copy of the Notice of Reclamation Demand, with attached reclamation demand letter is attached.
8. Therefore, Claimant holds a claim under section 503(b)(9) of the Bankruptcy Code in the amount of **\$1,443,582.54**, which is entitled to an administrative priority claim.
9. Claimant reserves the right to (i) amend, update and/or supplement this Proof of Claim at any time and in any respect, including without limitation, as a result of future events, the discovery and analysis of additional information, the correction of any errors, or to fix and liquidate any contingent or unliquidated claim set forth herein; (ii) assert that all or any part of the claims described in this Proof of Claim are administrative expenses entitled to a first-priority under sections 507(a)(2) and 507(b) of the Bankruptcy Code; (iii) file additional proofs of claim for additional claims which may be based on the same or additional documents; and/or (iv) withdraw this Proof of Claim for any reason whatsoever. In filing

this Proof of Claim, Claimant reserves all rights and causes of action, including, without limitation, contingent or unliquidated rights that Claimant may have against Debtor. Claimant does not waive any of Claimant's rights with respect to the claims by not ascribing a specific dollar amount at this time.

10. Without limiting any of the foregoing, the filing of this Proof of Claim will not constitute:
  - (i) a waiver or release of Claimant's rights against any person or entity who may be liable for all or a part of the claim;
  - (ii) a waiver of any right as an insured or otherwise under any policy of insurance;
  - (iii) a waiver of Claimant's right to pursue resolution of any dispute or controversy arising under or in connection with the claims through arbitration;
  - (iv) consent by Claimant to the jurisdiction of the Bankruptcy Court with respect to the subject matter of this Proof of Claim, any objection or other proceeding commenced regarding the Proof of Claim, or any other proceeding commenced in Debtor's bankruptcy proceeding involving Claimant;
  - (v) a waiver of the right to move to withdraw the reference, or to otherwise challenge the jurisdiction of the Bankruptcy Court, with respect to the subject matter of this Proof of Claim, any objection or other proceeding commenced regarding this Proof of Claim, or any other proceeding commenced in Debtor's bankruptcy proceeding involving Claimant;
  - (vi) consent by Claimant to the treatment of any non-core claim against Claimant as a core claim;
  - (vii) a waiver of Claimant's right to have final orders in non-core matters entered only after de novo review by a district court judge;
  - (viii) a waiver of Claimant's right to a trial by jury as to any and all matters so triable in this case or in any case, controversy or proceeding related to this Proof of Claim or Debtor's bankruptcy case;
  - (ix) an admission that any third-party claims or causes of action exist against Debtor or Claimant or any other person;
  - (x) a waiver or limitation of any procedural or substantive rights, or any procedural or substantive defenses, to any claim that may be asserted against Claimant;
  - (xi) an admission by Claimant that any property (including cash) held by Debtor constitutes property of Debtor's estate;
  - (xii) a waiver of any right to the subordination, in favor of Claimant, of indebtedness or liens held by other creditors of Debtor or its affiliates; or
  - (xiii) an election of remedies.
  
11. Claimant also provides goods and core credit to Debtor's affiliate, The Pep Boys – Manny, Moe & Jack LLC ("Pep Boys"), including goods and core credit delivered under the terms of the Vendor Agreements. As of the Petition Date, Pep Boys' liability to Claimant was \$7,444,288.73. Nothing in this Proof of Claim waives or otherwise affects any of Claimant's claims against Pep Boys, which remains in full force, amount and effect.

# AutoPlus<sup>SM</sup>

## AUTO PARTS

IEH Auto Parts LLC dba Auto Plus,  
1155 Roberts Boulevard, Suite 175  
Kennesaw, GA 30144  
Telephone: 215-430-9554 Fax: 215-430-9532

### MERCHANDISING VENDOR AGREEMENT

Effective Date: 11/1/2018      Expiration Date: 11/1/2022  
Recurring Contract: \_\_\_\_\_

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#### PART I – AUTO PLUS AGREEMENT DATA

SAP / DCS Vendor No: 101401

Agreement No:

List All Applicable Roll-up DCS Nos:

Superseded Agreements Nos:

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#### PART II – VENDOR INFORMATION

Vendor Name: *BBB Industries, LLC*

Vendor Address: *PO Box 935, Birmingham, AL 32501*

Billing Address:

Vendor DBAs:

Attn:

Attn: *Kim Nolan*

For questions, please contact your Category Manager directly.

For questions, please contact your Category Manager directly.

Email:

Email: *knolan@bbbind.com*

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#### WEB PORTAL

##### Supplier Admin Details

Admin Name:

Title:

Admin Email ID:

Admin Phone No.:

##### Outside Sales Representatives

Agency Name:

Contact Name:

Email ID:

Phone No.:

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#### PART III – REQUIRED DOCUMENTS AND ATTACHMENTS

The following documents must be attached to this Agreement:

Item	Attached	Explanation of non-attachment (must be initialed by Dpt)
1. Insurance Certificate (requirements in §XI.7)		
2. Vendors/Additional Insured Endorsement		



DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

**PART IV - ALLOWANCES**

Choose one of the following:  Original Agreement  
 Amended effective for Orders as of 11/1/2018

Allowance	Amount (\$)	Amount (%)	Vendor		Auto Plus		Auto Plus Finance	
			Gross or Net	Payment Method	Payment Terms	Special Instructions (ex: Proof of Performance)	Order of Allowance (If applicable)	
Commercial Allowance		2.25%	Net	Credit	Quarterly			
Marketing Allowance		1.20%	Net	Credit	Quarterly			
Enterprise Rebate		5.00%	Net	Credit	Quarterly			
Volume Rebate		8.00%	Net	Credit	Quarterly			
Loyalty Payment	\$750,000		Gross	Check	Quarterly	Total for both AP and Pep to commence the quarter of the changeover		

**Net Unit Purchases Definition.** In this Agreement, "Net Unit Purchases" means, for any period of time, the gross exchange value for purchases of Products by Purchaser from Vendor, less warranty exchange credits, stock return exchange credits and exchange credits issued in the ordinary course of business. For the avoidance of doubt, the term "Net Unit Purchases" excludes core values and rebates paid.

**Issuance of Rebates.**

No later than the last day of the calendar month immediately succeeding the calendar quarter in which Quarterly Rebates are earned, Vendor shall issue such Quarterly Rebates in the form of a credit or check to the Billing Account.

The rebates and incentives included in this agreement shall apply to all combined purchases/sales of Auto Plus, Pep Boys and/or any other of their affiliates

**CORE RELIEF PROGRAM (up to \$18,000,000 paid over 48 monthly payments, see addendum for specifics)**

Allowance	Amount (\$)	Amount (%)	Gross or Net	Payment Method	Payment Terms	Special Instructions (ex: Proof of Performance)	Order of Allowance (if applicable)
18,000,000				48 payment	Monthly		

"Net Purchases" shall equal gross purchases less returns. If Net is not selected, then all allowances and credits shall be accrued and payable based upon gross purchases.

\*If defectives run at a rate greater than listed, Vendor and AutoPlus will reconcile at the end of the calendar year and Vendor shall promptly provide appropriate remuneration

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

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**PART V – PAYMENT TERMS**

Choose one of the following:  Original Agreement

Amended effective for Orders as of 11/1/2018

Vendor

Auto Plus

Auto Plus Finance

**Pricing:** AS PER QUOTE Less 10%

**Bill By Date:**

**Invoice Required:** YES

**EDI:**  
(Mandatory unless other wised approved)

**Existing Terms:** 2% 3<sup>rd</sup> 15<sup>th</sup>

**New Terms:** 2% 180 Days, Net 181

**Supplier Confirmed Receivables Program:**

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**PART VI – SHIPPING & FREIGHT TERMS  
COMPLIANCE GUIDELINES**

Choose one of the following:  Original

Amended Terms effective for Orders as of \_\_/\_\_/\_\_

Vendor

Auto Plus

Auto Plus Transportation

**Committed Lead Time:**

**Logistics Vendor:**

		Lead Time
DC	ATLANTA (AUSTELL)	14 Days
DC	CHARLOTTE	14 Days
DC	MEMPHIS	14 Days
DC	DALLAS	14 Days
DC	INDIANAPOLIS	14 Days
DC	CHICAGO	14 Days
DC	MARIETTA	14 Days
DC	ST-LOUIS	14 Days
DC	MASON CITY	14 Days
DC	SEATTLE	14 Days
DC	KANSAS CITY	14 Days
DC	NEW ENGLAND	14 Days

DCS Vendor No: , Agreement No:

DC	STRATFORD	14 Days
DC	MOORESTOWN	14 Days
DC	TURTLE CREEK	14 Days
DC	UPPER MARLBORO	14 Days
DC	HOUSTON	14 Days
DC	TAMPA	14 Days
DC	UNION	14 Days
DC	National DC	14 Days

**Compliance Charges:** Vendor agrees to the following Compliance Charges, each of which is more fully explained in the Auto Plus Policy Tab/ Vendor Compliance Manual which can be found at <http://autoplusap.com/vendors/> and are subject to change with 90 days notice (the "Compliance Agreement"). Any exception must be agreed to in writing and attached as an addendum to this Agreement. New vendors and vendors which have been inactive for more than 12 consecutive months have a 90 day grace period from first PO to review and address Compliance related issues. After such 90 day period, all charges will apply.

**Fill Rate:** Vendor guarantees to ship at a 92% fill rate per purchase order ("PO") by due date specified on PO. Auto Plus measures the first pass fill rate of each purchase order. A penalty of 10% of the exchange value of the unfilled units of the purchase order will be assessed for line fill below 92%. Note: for a line to be considered "received", it must be filled at 92%.

**On Time Delivery:** Vendor guarantees to ship for on-time delivery by due date specified on PO. Auto Plus measures from the time the purchase order is issued to the time it is received on our dock. A penalty of \$100 will be assessed for each late purchase order, up to a maximum of \$1500 per measurement period.

**Carrier Requirements:** Vendor agrees to the following charges:  
Prepaid: Unauthorized LTL carrier used, late or missing appointment (\$100 per PO)  
Collect: a) PO not shipped using AUTO PLUS Transportation Guidelines (\$100 per PO)  
b) Carrier detained at Vendor pick-up location more than 2 hours  
(\$100 per PO + any charges imposed on AUTO PLUS by carrier)

**EDI/ASN Requirements:** Vendor agrees to the following charges:  
ASN not received 24 hrs before the trailer or shipment (\$250 per PO)  
ASN data incorrect or missing (\$250 per PO)  
EDI not implemented within 90 days of Auto Plus' request (\$250 per month)

**Shipping Requirements – MSDS:** Vendor agrees to provide all Material Safety Data Sheets ("MSDS") for all Merchandise supplied to Auto Plus under this Agreement, when applicable. Vendor shall provide the MSDS prior to shipping any Merchandise and thereafter, promptly upon request or promptly following any change thereto.

**Other:**

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

**FREIGHT METHOD (choose Option A or Option B):**

A.  **FOB ORIGIN / FREIGHT COLLECT\*** - Inbound to Auto Plus: Subject to Section 5 of Part XI, title to and risk of loss with respect to all Merchandise, shall pass to Auto Plus at the origin dock after the carrier accepts the shipment and signs the bill of lading. Auto Plus shall be responsible for arranging and providing for payment of the freight with respect to the Merchandise from Vendor's origin point to one of Auto Plus Distribution Centers.  
(for Option A, complete items 1 and 2)

1. Vendor and Auto Plus agree that the locations listed below are the only origin points that will be used for **FOB ORIGIN / FREIGHT COLLECT** shipments from Vendor to Auto Plus. The use of origin points other than those listed below, without Auto Plus' prior consent, shall result in the charge back of the related freight costs, plus applicable compliance penalties.

(If Collect – Allowances must be listed in Section Part IV- Allowance)

Origin Point:

Destination Point:

**AND**

2. Chose one of the following:

**NET PRICE REDUCTION:** Vendor has provided to Auto Plus Merchandise pricing for both **FOB ORIGIN / FREIGHT COLLECT** and **FOB DESTINATION / FREIGHT PREPAID**. Auto Plus has selected, and Vendor agrees to invoice net merchandise as **set forth in Part IV** off PPD pricing based upon, such **FOB ORIGIN / FREIGHT COLLECT**.

**Off-Invoice Allowance as set forth in PART IV**, calculated on the gross amount of any and all invoices prior to netting any other discounts, which allowance shall be deducted by Auto Plus when remitting payment for each such invoice

**LANE SPECIFIC OFF INVOICE ALLOWANCE as set forth in PART IV:** Vendor agrees to the applicable allowance for each of the origin/destination points set forth below, calculated on the gross amount of each applicable invoice prior to netting any other discounts, which allowance shall be deducted by Auto Plus when remitting payment for each such invoice.

B.  **FOB DESTINATION / FREIGHT PREPAID** – Subject to Section 5 of Part XI, title to and risk of loss with respect to all Merchandise, shall remain with Vendor and shall not pass to Auto Plus until receipt by Auto Plus at one of its Distribution Centers of such Merchandise, in full conformity with the terms and conditions of the Vendor Agreement. Vendor shall be responsible for arranging and providing for payment of the freight with respect to the Merchandise from Vendor's origin point to one of Auto Plus Distribution Centers.

Auto Plus has the right to revert to **FOB DESTINATION / FREIGHT PREPAID** terms. At which time the Vendor will: 1) Price the merchandise at the prepaid basis used to calculate the agreed upon Freight Allowance or Net Price Reduction, 2) Retain title to the merchandise during transit as well as the risk of loss and damage, 3) Will assume responsibility to settle all freight charges incurred in the delivery of the merchandise, and 4) Sign a freight addendum in accordance with this paragraph.

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

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## PART VII – UPC, CATALOG AND PACKAGE INFORMATION

UPC and other Package Changes: Vendor agrees to notify Auto Plus at least sixty (60) days in advance of any package changes, additions or changes in bar codes or associated container quantities. Vendor agrees that Auto Plus will be damaged if Vendor fails to notify Auto Plus in a timely manner of such changes. Since such damages would be difficult to calculate, Vendor shall pay to Auto Plus, as liquidated damages not as a penalty, Five Thousand Dollars (\$5,000) for each SKU received with a package change where Vendor failed to notify Auto Plus in a timely manner. In addition Vendor shall provide accurate dimensional data for every SKU.

Vendor shall furnish the information set forth below to Auto Plus or its designated third party. Vendor shall provide updates promptly as they become available, but in no event less than annually. Vendor shall keep the information current throughout the term of this Agreement and for 6 month following termination or expiration hereof. The information to be provided is as follows:

- Up-to-date AAIA compliant catalog data, including but not limited to databases, graphics, images, product attributes and specifications
- Copies of paper catalogs in pdf format
- All applicable product or technical service bulletins.
- Current UPC Codes.
- Provided reasonable number of Replacement Cartons for any product damaged in transit to ensure salability at zero cost to Auto Plus.

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## PART VIII – ANTI-THEFT DEVICES

Vendor agrees, if requested by Auto Plus, to apply agreed upon anti-theft devices to all merchandise requested according to the specifications required by the device vendor. (Not required on Rotating Electrical products)

Vendor agrees to pay for the nominal cost of anti-theft devices utilized on the merchandise. Together with the cost of labor to apply such devices. (Not required on Rotating Electrical products)

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## PART IX – RETURNS

**RGA Number Required:**

**RGA Contact Info:**

**Freight:** Return to Vendor freight, including Cores, will be shipped FOB ORIGIN / FREIGHT COLLECT. The vendor will be responsible for the freight charges associated with the return.

**OTHER:**

Returns shall be credited at the greater of purchase price or price on date of return.

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## PART X – NEW PRODUCT ADD FORM

Vendor reaffirms all representations and statements made to Auto Plus on the New Product Add Form ("Form"), and agrees that the Form is part of the Agreement.

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

## PART XI – TERMS & CONDITIONS

**1. General.** This Vendor Agreement sets forth the terms and conditions governing Auto Plus' purchase of any and all goods, products and merchandise (collectively, "Merchandise") from Vendor and supersedes all prior agreements with respect to the subject matter hereto. Unless otherwise stated herein, this Vendor Agreement shall not require Auto Plus to purchase any minimum quantity of Merchandise over its term, however, unless Vendors fails to meet fill rates, shipping requirements, on-time delivery requirement and/or otherwise fails to comply with this Agreement. Vendor shall be the "Preferred Vendor" to Auto Plus for all merchandise or products as contemplated by, and covered, under this Agreement entitling Vendor to no less than 85% of the Auto Plus order for such merchandise or products excluding orders for Original Equipment (OE) product. In the event that Vendor fails to supply Products to Auto Plus for more than thirty (30) days, Auto Plus may use an alternative source to maintain order fill. Unless agreed to in writing by a Merchandising officer of Auto Plus, any and all of Vendor's terms and conditions which add to, vary from or conflict with this Vendor Agreement are hereby rejected and are of no legal effect. If the Reoccurring Contract Box is checked "Y", then this agreement is self-renewing for additional terms of equal duration; provided, however, that, during any additional term, this Agreement can be terminated upon 90 days written notice by either Auto Plus or Vendor. **NO MERCHANDISE SHALL BE SHIPPED UNLESS VENDOR HAS RECEIVED A PURCHASE ORDER.** Auto Plus shall have the right, at any time prior to shipment of the Merchandise, to make changes to, or cancel, the applicable Purchase Order. Either party may terminate this Agreement for any or no reason with 120 days written notice to the other party. In which case any quarterly Incentive Payment set forth in Part IV – Allowances shall be prorated to the time of written notice.

### Additional Program Terms

#### National Account Program Rebates.

In addition to the Quarterly Rebates, Purchaser shall be entitled to receive calendar quarter rebates (the "National Account Program Rebates") based on sales by Purchaser under a national program across a national or regional customers approved by Purchaser as a "National Account/Regional Chain or Fleet Customer" and identified on Exhibit B hereto. The National Account/Regional Chain or Fleet Customers as of the Effective Date are set forth on Exhibit B. Additional National Account/Regional Chain or Fleet Customers may be added only by written agreement of the parties to a revised Exhibit B which, upon such written agreement (or such later date as may be approved by the parties), will replace Exhibit B hereto.

The National Account Program Rebates will be equal to 5% of the Net Unit Purchases for Products sold by Purchaser to National Account/Regional Chain or Fleet Customers. For the avoidance of doubt, the basis of calculation is Net Unit Purchases, not the sale price charged by Purchaser to the National Account/Regional Chain or Fleet Customers.

Within 45 days of the end of each calendar quarter, and as a condition to the issuance of the National Account Program Rebates for such calendar quarter, Purchaser shall provide Vendor with a written report that sets forth the following information, organized by National Account/Regional Chain or Fleet Customer: date of sale; location of sale; quantity of Products sold; and extended price.

#### Core Bounty

Vendor will provide a core credit (aka bounty) of \$15.00 to IEH Auto Parts LLC, DBA Auto Plus Auto Parts and Pep Boys, The Manny, Moe and Jack when a new Rotating Electrical Unit is sold to a customer and we collect the old unit and return to Vendor.

DCS Vendor No: , Agreement No:

**AutoPlus Marketing Initiative.**

If Purchaser achieves minimum Net Unit Purchases under all agreements, inclusive of this Agreement, in the amounts set forth below during calendar years 2018 through 2022, Purchaser shall be entitled to receive an annual rebate (an “AutoPlus Marketing Rebate”) in the amount specified below opposite the applicable range of Net Unit Purchases for Product achieved directly by Purchaser during such calendar year (it being understood that the AutoPlus Marketing Rebate is capped across all agreements in accordance with table and not to be applied to each individual agreement, inclusive of this Agreement):

<b>Annual Net Unit Purchases (2018 through 2022)</b>	<b>AutoPlus Marketing Rebate Amount</b>
Less than \$5,000,000	\$0
\$5,000,000 or more but less than \$10,000,000	\$50,000
\$10,000,000 or more but less than \$15,000,000	\$100,000
\$15,000,000 or more	\$200,000

**Warranty.**

As used herein, “Warranty Period” means for each of the categories of Products set forth in the table below, the time period, mileage after initial installation, or both, as applicable, set forth opposite thereof:

<b>Product Category</b>	<b>Warranty Period</b>
New, light duty or medium duty Wilson Automotive branded rotating electrical Products	36 months or 36,000 miles
Remanufactured light duty or medium duty Wilson Automotive branded rotating electrical Products	Limited Lifetime
New heavy duty Wilson branded rotating electrical Products	18 months or 18,000 miles
Value Line rotating electrical products	12 months or 12,000 miles
Remanufactured heavy duty Wilson branded rotating electrical Products	12 months or 12,000 miles

During the applicable Warranty Period, each Product carries Vendor’s standard limited warranty (as amended from time to time by Vendor in its sole discretion, the “Limited Warranties”). All Limited Warranties shall be

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

available to Purchaser and its direct and indirect customers, and shall survive acceptance, inspection, delivery, payment, subsequent use and resale or other disposition of the Products.

Purchaser's remedies for all Limited Warranties are limited to, (i) replacing any unit that proves to be defective in material or workmanship, or (ii) crediting or refunding the price of such units less any applicable discounts, rebates or credits

The Limited Warranty for a Product will be voided and cease to apply (and Vendor shall no longer have any liability with respect thereto) if that Product: (i) is subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Vendor; (ii) is damaged as a result of misdiagnosis of a vehicle's electrical system; (iii) is reconstructed, repaired or altered by any person other than Seller or its authorized representative; or (iv) is used with any third-party product(s) or in any application that has not been previously approved in writing by Vendor. Further, Vendor shall not be liable for any greater warranty terms as may be extended by Purchaser to its direct and indirect customers.

In addition to the Limited Warranties, Vendor warrants that Purchaser will receive good and valid title to the Products.

**Core and Warranty Returns.** All core and warranty returns require Vendor's approval. Each such approved return may be returned by Purchaser to Vendor freight collect, and must be for in quantities of 500 lbs. or 100 or more units. For the sake of clarity Purchaser does not agree to a "core bank" concept. Rather, the parties agree that Purchaser is entitled to the core credit for each and every core returned to Vendor, regardless of the original manufacturer of the core, provided that the core meets Vendor's then current core standards and is reflective of the actual purchase patterns of Purchaser for Products manufactured by Vendor.

**Annual Stock Adjustment.** Vendor will allow Purchaser one stock adjustment per calendar year, provided that the total return of Product to be made for such stock adjustment will be limited to 5% of the Net Unit Purchases for the calendar year immediately preceding that calendar year. Vendor will not charge any handling fee in connection with either the annual stock adjustment or the one-time stock adjustment. In addition, Vendor will allow Purchaser to make an additional, one-time stock adjustment limited to 5% of the Net Unit Purchases attributable to a given Location to be made after the first 12 months of the Effective Date in conjunction with an offsetting order of Product made for purposes of right-sizing inventory at that Location.

**Core Relief Program Applies to Rotating Electrical products only.**

A "**Core Relief Credit**" is a credit issued by Vendor to Purchaser in a specified amount that is (a) credited to the Billing Account to be used against Purchaser's future Product orders, and (b) debited to the dating account for Purchaser maintained by Vendor (the "**Dating Account**") as a deferred receivable. As of the Effective Date, Purchaser's core relief credits issued by Vendor is \$ 2,993,605. Vendor and Purchaser hereby acknowledge and agree that (i) Vendor has previously issued Core Relief Credits to Purchaser, (ii) the Issued Core Relief Credits were credited to Purchaser's primary billing account with Vendor (the "**Billing Account**").

Within 60 days of the Effective Date, Vendor shall begin the Core Relief Program as referenced in Part IV Allowances in the amount not to exceed an additional \$18,000,000. Commencing on **December 1, 2018** and continuing on the first day of each calendar month thereafter through and including **December 1, 2022**, Vendor shall issue Purchaser a Core Relief Credit as set forth in the schedule until the aggregate amount of Core Relief Credits under the Core Relief Program has been satisfied. Vendor will maintain a separate core relief account that does not reduce the value or rebates



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paid to Purchaser. Purchaser acknowledges that, in the event of termination of this Agreement, Purchaser shall pay to Vendor the entirety of the Dating Account amount within thirty (30) days of the effective date of termination.

#### **Changeover Credit for Acquired Stores.**

If Purchaser acquires a new Distribution Center, Corporate Store or Independent Store that has an inventory of Products from a vendor other than Vendor (such acquired location, an "Acquired Store"; such inventory, the "Acquired Inventory") and Purchaser is able to terminate all agreements with such Vendor without incurring any fees or be in breach of its obligations under the applicable agreement, Purchaser shall notify Vendor in writing thereof and the parties shall meet and mutually agree upon the total on hand inventory value and core price, which will be determined using Vendor's Product pricing, for the Acquired Inventory (the "Acquired Inventory Amount").

After Purchaser and Vendor have mutually agreed upon the Acquired Inventory Amount, Vendor shall issue Purchaser a credit to the Billing Account (each an "Acquired Inventory Credit") in the amount of 15% of the net unit exchange value of the Acquired Inventory Amount, and such Acquired Store shall become a new Location (all such new location are hereinafter referred to as the "New Locations"). At the time of the changeover, Vendor will accept and credit any core or warranty return that exists within the Purchaser's or its customer's inventory.

Each Acquired Inventory Credit will be (1) calculated based on the jobber customer's current on hand quantity inventory, Purchaser's then-current invoice cost, and net unit exchange value only (i.e., exclusive of cores), (2) a one-time incentive credit by New Location, and (3) issued within 30 days of completion of the changeover and proper paperwork has been submitted to Vendor with exchange value inventory changed over.

Vendor shall provide boxes and label kits from submitted inventories at no charge, Vendor shall provide manpower for Distribution Center, Corporate Stores and independent jobber changeovers based upon a timeline to be mutually agreed to by Vendor and Purchaser. Labels for changeovers furnished by Vendor will include Vendor's part number primary and competitor part number secondary.

Labels for changeovers furnished by Vendor will include Vendor's part number primary and competitor part number secondary.

Purchaser shall cause the changeover of electrical line Products to be commenced no later than December 1, 2018, or such later date as may be agreed to by Vendor and Purchaser in writing.

**New Greenfield Distributions Centers and Store Opening Order Program.** If Purchaser constructs a new Distribution Center or Corporate Store from the ground up (as opposed to a rebranding of an existing store or a relocation of an existing store to a different location, for example) (each a "Greenfield Location"), Purchaser shall notify Vendor in writing thereof, and Purchaser shall be entitled to receive a one-time discount of 25% off the net unit exchange value of the opening order of Products for such Greenfield Location.

**New SKU Additions to Distribution Centers and Corporate Store Program.** If Vendor makes a new Product SKU available to Purchaser under this Agreement (each a "New Product SKU"), Purchaser shall be entitled to a one-time discount of 15% off of the Net Unit Purchases for the initial order of that New Product SKU for Distribution Centers and Corporate Stores only. For the avoidance of doubt, Independent Stores are ineligible to receive this discount. New Product SKU's must remain on shelf for 2 years before being eligible for return to Vendor. If New Product SKU's are so returned, the credit to be issued by Vendor therefor will reflect said discount.

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### **Changeover Incentive for Independent Business**

Vendor will provide a changeover incentive of one free unit for every ten units changed over. This incentive applies to; rotating electrical, brake calipers, steering and rack and pinion.

### **Changeover Process:**

Rotating Electrical; complete rebox of all existing inventory at all Pep Boys DC and Corporate Store locations to the Wilson LD brand. The rebox process will be completed by Vendor or its assigned agencies.

Supplier will honor all warranties and labor claims for product that is either reboxed or relabeled regardless if they were the manufacturer of the product.

**2. Pricing.** Vendor represents, warrants, and covenants that the Merchandise prices and all components thereof, including without limitation all discounts, credit terms, rebates, reductions and additions of any type, as well as all forms of payments, allowances, credits, services, facilities, and commissions, whether related to Vendor's sale of the Merchandise to Auto Plus, to the promotion of Auto Plus' resale of the Merchandise or to any other aspect of the parties' business relationship, that Vendor provides to Auto Plus comply with all applicable laws and regulations, including without limitation all sections of the Robinson-Patman Act, 15 U.S.C. § 13 (the "Act"). Vendor further represents, warrants, and covenants that, to the extent that any Merchandise price or component thereof, or any payment, allowance, credit, service, facility, or commission, that Vendor provides to Auto Plus differs from that which Vendor provides to any purchaser other than Auto Plus, such difference is justified or otherwise lawful under the Act. Vendor further acknowledges that nothing in this Agreement limits Vendor's right or discretion to offer to any purchaser other than Auto Plus, in connection with such purchaser's purchase of Merchandise or otherwise, any price or component thereof, or any payment, allowance, credit, service, facility, or commission, that Vendor provides to Auto Plus hereunder or otherwise.

**3. Vendor shall provide Auto Plus' Product Manager with no less than 90 days' written notice prior to any proposed price increase.**

**4. Payment.** The date on which payments are due from Auto Plus shall be measured from Auto Plus' receipt of the applicable Merchandise. All allowances and credits shall be remitted to Auto Plus immediately when due. If Vendor fails to remit any credit or allowance to Auto Plus within ten (10) business days from the date due, Auto Plus will invoice Vendor for the amount due. Any credit balance shall be promptly paid to Auto Plus in cash upon request. Auto Plus shall be entitled to set-off any amounts owing at any time from Vendor to Auto Plus against any amounts payable by Auto Plus to Vendor. Auto Plus shall have a right to withhold up to ten (10%) of the then present value of Auto Plus' inventory of Merchandise, against which credits owed to Auto Plus may be taken. In the event that Vendor participates in the supplier confirmed receivables program, additional withholding may be required.

**5. Delivery, Inspection.** Notwithstanding anything in any document to the contrary, the risk of loss with respect to any Merchandise shall not pass to Auto Plus until the Merchandise has been delivered in full conformity with the applicable purchase order and this Vendor Agreement to Auto Plus' designated location.

Time is of the essence with respect to Auto Plus' receipt of Merchandise. All Merchandise shall be subject to inspection and approval by Auto Plus within seven (7) business days after receipt, notwithstanding payment therefore, and may be rejected in whole or in part, as if it had never been accepted, if the Merchandise is not in full compliance herewith. Vendor shall supply, at its sole cost and expense, all materials and labor requested by Auto Plus for the repackaging of any Merchandise deemed by Auto Plus to be unsaleable due to damaged packaging. The right to reject goods extends to the right to reject goods which are returned by the end user for a reason that Auto Plus would have been entitled to reject. With respect to all Merchandise rightfully rejected by Auto Plus, Vendor shall be charged the greater of 10% of the purchase price or all expenses incurred by Auto Plus in connection therewith, including but not limited to landing and reshipping such goods. Vendor shall not have a right to make a conforming shipment absent express agreement by Auto Plus.

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**6. Assurances.** In addition to any other expressed, implied or statutory warranties, Vendor represents, warrants and covenants that: (a) the Merchandise shall be new product, merchantable, and free from defect caused by Vendor; (b) Vendor has the rights as an authorized distributor of the Merchandise and its distribution of the Merchandise does not and shall not infringe upon any patent, trademark, copyright of other intellectual property rights of any third party; (c) the Merchandise may be introduced lawfully into interstate and intrastate commerce, and does and shall conform to any description contained in the purchase order or Vendor's literature or samples; (d) Vendor shall comply with the provisions of all federal, state and local laws and regulations (and those of Puerto Rico) now in effect or hereafter enacted applicable to the Merchandise and its sale and distribution by vendor (including, but not limited to those relating to volatile organic compound limitations and consumer product restrictions), packaging, labeling and registration, and the use and sale by Auto Plus and its customers of the Merchandise shall not cause them to be in violation of any such law or regulation (with respect to California's Proposition 65, the Merchandise shall be labeled so that the sale of the Merchandise by Auto Plus, assuming that Auto Plus has posted non-merchandise specific warning signs, shall not cause Auto Plus to be in violation of Proposition 65); (e) all of the information provided by Vendor to Auto Plus with respect to the Merchandise shall be true and correct, and sufficient substantiation shall exist for the same for Auto Plus to publish and use the same in compliance with the provisions of all federal, state and local laws and regulations (and those of Puerto Rico) now in effect or hereafter enacted; (f) Vendor shall comply with the equal opportunity requirements set forth in 41 CFR 60-1.4, 60-250.40 and 60-741.5, as amended (which are incorporated herein), while supplying Merchandise to Auto Plus; (g) Vendor shall conduct an annual Merchandise line review and remove for full credit all Merchandise that has been discontinued by Vendor or has become obsolete or no longer appears in Vendor's catalog; and (h) Vendor shall comply with all of the requirements set forth in Auto Plus Bar Code Compliance Manual supplied to Vendor from time to time. Without placing any limitations on the foregoing, Vendor specifically acknowledges and agrees that Auto Plus will only accept Merchandise that is below any applicable emission standard and contains a percentage of volatile organic compounds or any other ingredients or constituents that are below the applicable limits, and that if Auto Plus discovers that any Merchandise which exceeds such applicable limits (Non-Compliant Merchandise) has been delivered to Auto Plus, Auto Plus will immediately discontinue the sale of the Non-Compliant Merchandise, and all costs and expenses related to such discontinuance shall be borne by Vendor. Vendor shall notify Auto Plus in writing within 10 days of execution hereof of any jurisdiction in which Merchandise is Non-Compliant Merchandise, and shall further notify Auto Plus in writing within 10 days of becoming aware of any additional jurisdictions in which the Merchandise becomes Non-Compliant Merchandise or in which new or amended regulatory requirements exist.

In addition to the foregoing, Vendor further represents, warrants and covenants that (i) Any Merchandise sold to Auto Plus by the Vendor which is subject to regulation under the Clean Air Act ("CAA"), does not have the effect of bypassing, defeating or rendering inoperative any emissions-control device, (ii) any Merchandise sold to Auto Plus by the Vendor which is regulated as a Replacement Part under the CAA and/or Regulations enforced by the Environmental Protection Agency is functionally identical to the equivalent OEM part which it is replacing, or if the product is modified or is an add on part affecting emissions, emissions testing as required under the CAA has been completed and the Merchandise does not effect emissions; (iii) all Merchandise sold to Auto Plus by the Vendor which is subject to regulation by the California ARB ("California Merchandise") is either (a) a Replacement Part as that term is defined by the statutes and regulations enforced by the California ARB (or any other state which has adopted the ARB standards) and therefore meets the original factory specifications for the equivalent OEM or (b) is a Legal Add-On or Modified Part as such terms are defined by the statutes and regulations enforced by the California ARB (or any other state which has adopted the ARB standards that has been granted an exemption and is subject to an Executive Order issued by the California ARB.

Vendor is not responsible or liable for claims by the State of California for product that is properly labeled and marked as not compliant with California ARB, and which Vendor has separately advised the Auto Plus category manager that such particular product is not compliant with California ARB, which Vendor delivered to a location outside the State of California that Auto Plus then transferred to a location within the State of California.

**7. Insurance.** Vendor represents and warrants that as of the date hereof, and at all times while it is supplying merchandise to Auto Plus, and for (5) years after Auto Plus last purchases from Vendor, it shall continue to maintain the following coverage:

**Commercial General Liability - Minimum Liability Limits:**

\$5,000,000 Each Occurrence.  
\$10,000,000 Aggregate.

DCS Vendor No: , Agreement No:

\$5,000,000 Products and Completed/Operations..

Coverage to include: Bodily Injury (including Death), Property Damage, Personal Injury and Advertising Injury, Products/Completed Operations, Blanket Contractual Liability, Independent Contractors

**Business Automobile Liability – Minimum Liability Limits:**

\$1,000,000 Combined Single Limit.  
Coverage Applies to Owned Autos, Non-Owned Autos and Hired Autos.

**Worker's Compensation – Minimum Liability Limits:**

State:	Statutory
Applicable Federal:	Statutory
Employer's Liability:	
	Bodily Injury by Accident: \$1,000,000 per occurrence
	Bodily Injury by Disease: \$1,000,000 policy limit
	Bodily Injury by Disease: \$1,000,000 each employee

These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

All policies shall contain a waiver of subrogation or waiver of Right of Recovery from Others. Vendors Insurance is primary and non-contributory. AUTO PLUS, its Directors, Officers and Employees must be named as Additional Insureds as Respects the Commercial General Liability and Business Automobile Liability Coverages. **For sake of clarity, the policies shall state as follows: "IEH Auto Parts LLC dba Auto Plus and all affiliates, Directors, Officers and Employees are to be named as Additional Insureds. Policies are to contain a Waiver of Subrogation or Waiver of Right of Recovery and policy is to be primary and non-contributory."** Insurance company must have an A.M. Best Rating of at least A- VIII VII or better and be organized and existing under the laws of a state of the United States, and **policy must state that the insurance cannot be canceled or materially modified without 30 days prior notice to Auto Plus.**

A Certificate of Insurance evidencing the above coverage and a copy of the Vendors Endorsement and/or Additional Insured Endorsement must be attached to this Agreement and a replacement must be provided at least 30 days prior to the expiration of coverage.

**8. Indemnification.** Vendor shall indemnify, defend and hold harmless Auto Plus, its affiliates, and their respective officers, directors, agents and employees, from and against any and all claims, liabilities and expenses (including attorneys' fees and costs, increased and/or punitive awards) which result in whole or in part from any actual or alleged defect in any Merchandise (latent or patent) and/or the failure of the Merchandise to comply with the Assurances paragraph set forth above or any other express, implied or statutory warranties, whether or not any demand for payment is made to Vendor and/or any lawsuit is actually filed against Auto Plus. Without limiting Vendor's indemnification obligations, in no event shall either party be liable to the other for any special, consequential, indirect, incidental or punitive damages, including, without limitation, lost profits or lost revenues, even if advised of the possibility of such damages.

**9. Default.** Failure of Vendor to comply with any provision of this Agreement or any assurance, guaranty or warranty herein shall be considered an event of default of this Agreement. In addition to any other remedies at law or in equity or as otherwise set forth herein, upon an event of default, Auto Plus shall be entitled to (i) cancel all or any part of an order without notice, even after shipment of Merchandise; or (ii) reject of all or any part of a shipment and return or hold goods at Vendor's cost and expense.


**10. Private Label Products.** If any of the Merchandise is private label product, the provisions of this Section 10 shall

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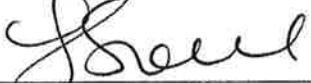
apply thereto. Auto Plus shall be and remain the owner of all right, title and interest in and to any and all trademarks, copyrights or other intellectual property (collectively the "Trademarks") for such Merchandise throughout the world, and any and all rights in any Trademark occasioned by the use of that mark in connection with the Merchandise or other products supplied or produced by Vendor shall inure solely to Auto Plus. Auto Plus grants vendor a limited, revocable, nontransferable license to use the Trademarks for the limited purposes set forth herein. Vendor represents, warrants and covenants that: (a) the Trademarks shall only be applied to labels and packaging for products sold or supplied exclusively to Auto Plus; (b) Vendor shall not apply any Trademark to, or sell, ship, or transfer to any person other than Auto Plus, anywhere in the world, any product bearing a Trademark or any colorable imitation thereof; and (c) Vendor shall not contest, before any governmental agency or unit, in any court or proceeding, or otherwise, the sole and exclusive ownership of all right, title and interest in and to the Trademarks in Auto Plus, and/or the validity thereof, and expressly waives any claim to any right, title or interest, anywhere in the world, to the Trademarks. Auto Plus shall indemnify, defend and hold harmless Vendor from and against any and all claims, liabilities and expenses (including attorney's fees and costs, increased and/or punitive awards) which result from a claim by any party other than Vendor, its related companies or customers, arising out of the use of the Trademarks for Merchandise in accordance with this Agreement.

**11. Miscellaneous.** "Auto Plus" includes Auto Plus and its subsidiaries and affiliates. Vendor's obligations to Auto Plus are of a personal nature, and are not assignable without the prior written consent of Auto Plus and any attempted assignment without such consent shall be considered null and void. Auto Plus may assign this Vendor Agreement and the applicable Purchase Order to a successor to all or part of Auto Plus' business, whether by sale of assets, merger or otherwise. This Vendor Agreement and any applicable purchase orders shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the choice of law principles of the Commonwealth. Vendor agrees that the federal and state courts located in Philadelphia, Pennsylvania shall have the exclusive jurisdiction and venue over any claims or disputes between the parties. BOTH PARTIES HERETO EXPRESSLY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION THEREWITH.

**Vendor Name**

  
Name: ODD JUERGENRUD  
Title: PRESIDENT

**IEH Auto Parts LLC dba Auto Plus,**

By:   
Name: Laura Soavel  
Title: EVP

# AutoPlus<sup>SM</sup>

**AUTO PARTS**

IEH Auto Parts LLC dba Auto Plus,  
1155 Roberts Boulevard, Suite 175  
Kennesaw, GA 30144  
Telephone: 215-430-9554 Fax: 215-430-9532

## MERCHANDISING VENDOR AGREEMENT

Effective Date: 11/1/2018

Expiration Date: 11/1/2022

Recurring Contract: \_\_\_\_\_

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### PART I – AUTO PLUS AGREEMENT DATA

DCS Vendor No:

Agreement No:

List All Applicable Roll-up DCS Nos:

Superseded Agreements Nos:

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### PART II – VENDOR INFORMATION

Vendor Name: *BBB Industries, LLC*

Vendor Address: *PO Box 935, Birmingham, AL 32501*

Billing Address:

Vendor DBAs:

Attn:

Attn: *Kim Nolan*

For questions, please contact your Category Manager directly.

For questions, please contact your Category Manager directly.

Email:

Email: *knolan@bbbind.com*

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### WEB PORTAL

#### Supplier Admin Details

Admin Name:

Title:

Admin Email ID:

Admin Phone No.:

#### Outside Sales Representatives

Agency Name:

Contact Name:

Email ID:

Phone No.:

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### PART III – REQUIRED DOCUMENTS AND ATTACHMENTS

The following documents must be attached to this Agreement:

Item	Attached	Explanation of non-attachment (must be initialed by Dpt)
1. Insurance Certificate (requirements in §XI.7)		
2. Vendors/Additional Insured Endorsement		

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

**PART IV - ALLOWANCES**

Choose one of the following:  Original Agreement  
 Amended effective for Orders as of \_\_/\_\_/\_\_\_\_

Allowance	Amount (\$)	Vendor		Auto Plus		Auto Plus	Finance	Special Instructions (ex: Proof of Performance)	Order of Allowance (if applicable)
		Amount (%)	Gross or Net	Payment Method	Payment Terms				
Commercial Allowance		2.25%	Net	Credit	Quarterly				
Marketing Allowance		1.20%	Net	Credit	Quarterly				
Enterprise Rebate		5.00%	Net	Credit	Quarterly			Annual Volume Exceeds \$15M**	
Volume Rebate		3.00%	Net	Credit	Quarterly				
Loyalty Payment	\$250,000		Gross	Check	Quarterly			Total for both AP and Pep to commence the quarter of the changeover	

\*\* \$15M requirement includes Rotating Electrical, Caliper and Steering product Categories

**Net Unit Purchases Definition.** In this Agreement, "Net Unit Purchases" means, for any period of time, the gross exchange value for purchases of Products by Purchaser from Vendor, less warranty exchange credits, stock return exchange credits and exchange credits issued in the ordinary course of business. For the avoidance of doubt, the term "Net Unit Purchases" excludes core values and rebates paid.

**Issuance of Rebates.**

No later than the last day of the calendar month immediately succeeding the calendar quarter in which Quarterly Rebates are earned, Vendor shall issue such Quarterly Rebates in the form of a credit or check to the

The rebates and incentives included in this agreement shall apply to all combined purchases/sales of Auto Plus, Pep Boys and/or any other of their affiliates

**\*\*If defectives run at a rate greater than listed, Vendor and AutoPlus will reconcile at the end of the calendar year and Vendor shall promptly provide appropriate remuneration**

**"Net Purchases" shall equal gross purchases less returns. If Net is not selected, then all allowances and credits shall be accrued and payable based upon gross purchases.**

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

**PART V – PAYMENT TERMS**

Choose one of the following:  Original Agreement  
 Amended effective for Orders as of \_\_/\_\_/\_\_

\_\_\_\_\_  
 Vendor                      Auto Plus                      Auto Plus Finance

**Pricing:** AS PER QUOTE

**Bill By Date:**

**Invoice Required:** YES

**EDI:**  
 (Mandatory unless other wised approved)

**Existing Terms:**

**New Terms:** 2% 90 Days , Net 91

**Supplier Confirmed Receivables Program:**

**PART VI – SHIPPING & FREIGHT TERMS  
 COMPLIANCE GUIDELINES**

Choose one of the following:  Original  
 Amended Terms effective for Orders as of \_\_/\_\_/\_\_

\_\_\_\_\_  
 Vendor                      Auto Plus                      Auto Plus Transportation

**Committed Lead Time:**

**Logistics Vendor:**

		Lead Time
DC	ATLANTA (AUSTELL)	14 Days
DC	CHARLOTTE	14 Days
DC	MEMPHIS	14 Days
DC	DALLAS	14 Days
DC	INDIANAPOLIS	14 Days
DC	CHICAGO	14 Days
DC	MARIETTA	14 Days
DC	ST-LOUIS	14 Days
DC	MASON CITY	14 Days
DC	SEATTLE	14 Days
DC	KANSAS CITY	14 Days
DC	NEW ENGLAND	14 Days
DC	STRATFORD	14 Days
DC	MOORESTOWN	14 Days



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DC	TURTLE CREEK	14 Days
DC	UPPER MARLBORO	14 Days
DC	HOUSTON	14 Days
DC	TAMPA	14 Days
DC	UNION	14 Days
DC	National DC	14 Days

**Compliance Charges:** Vendor agrees to the following Compliance Charges, each of which is more fully explained in the Auto Plus Policy Tab/ Vendor Compliance Manual which can be found at <http://autoplusap.com/vendors/> and are subject to change with 90 days notice (the "Compliance Agreement"). Any exception must be agreed to in writing and attached as an addendum to this Agreement. New vendors and vendors which have been inactive for more than 12 consecutive months have a 90 day grace period from first PO to review and address Compliance related issues. After such 90 day period, all charges will apply.

**Fill Rate:** Vendor guarantees to ship at a 92% fill rate per purchase order ("PO") by due date specified on PO. Auto Plus measures the first pass fill rate of each purchase order. A penalty of 10% of the exchange value of the unfilled units of the purchase order will be assessed for line fill below 92%. Note: for a line to be considered "received", it must be filled at 92%.

**On Time Delivery:** Vendor guarantees to ship for on-time delivery by due date specified on PO. Auto Plus measures from the time the purchase order is issued to the time it is received on our dock. A penalty of \$100 will be assessed for each late purchase order, up to a maximum of \$1500 per measurement period.

**Carrier Requirements:** Vendor agrees to the following charges:

- Prepaid: Unauthorized LTL carrier used, late or missing appointment (\$100 per PO)
- Collect: a) PO not shipped using AUTO PLUS Transportation Guidelines (\$100 per PO)
- b) Carrier detained at Vendor pick-up location more than 2 hours (\$100 per PO + any charges imposed on AUTO PLUS by carrier)

**EDI/ASN Requirements:** Vendor agrees to the following charges:

- ASN not received 24 hrs before the trailer or shipment (\$250 per PO)
- ASN data incorrect or missing (\$250 per PO)
- EDI not implemented within 90 days of Auto Plus' request (\$250 per month)

**Shipping Requirements – MSDS:** Vendor agrees to provide all Material Safety Data Sheets ("MSDS") for all Merchandise supplied to Auto Plus under this Agreement, when applicable. Vendor shall provide the MSDS prior to shipping any Merchandise and thereafter, promptly upon request or promptly following any change thereto.

**Other:**

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**FREIGHT METHOD (choose Option A or Option B):**

A.  **FOB ORIGIN / FREIGHT COLLECT\*** - Inbound to Auto Plus: Subject to Section 5 of Part XI, title to and risk of loss with respect to all Merchandise, shall pass to Auto Plus at the origin dock after the carrier accepts the shipment and signs the bill of lading. Auto Plus shall be responsible for arranging and providing for payment of the freight with respect to the Merchandise from Vendor's origin point to one of Auto Plus Distribution Centers.  
(for Option A, complete items 1 and 2)

1. Vendor and Auto Plus agree that the locations listed below are the only origin points that will be used for **FOB ORIGIN / FREIGHT COLLECT** shipments from Vendor to Auto Plus. The use of origin points other than those listed below, without Auto Plus' prior consent, shall result in the charge back of the related freight costs, plus applicable compliance penalties.

(If Collect – Allowances must be listed in Section Part IV- Allowance)

Origin Point:

Destination Point:

**AND**

2. Chose one of the following:

**NET PRICE REDUCTION:** Vendor has provided to Auto Plus Merchandise pricing for both **FOB ORIGIN / FREIGHT COLLECT** and **FOB DESTINATION / FREIGHT PREPAID**. Auto Plus has selected, and Vendor agrees to invoice net merchandise as **set forth in Part IV** off PPD pricing based upon, such **FOB ORIGIN / FREIGHT COLLECT**.

**Off-Invoice Allowance as set forth in PART IV**, calculated on the gross amount of any and all invoices prior to netting any other discounts, which allowance shall be deducted by Auto Plus when remitting payment for each such invoice

**LANE SPECIFIC OFF INVOICE ALLOWANCE as set forth in PART IV:** Vendor agrees to the applicable allowance for each of the origin/destination points set forth below, calculated on the gross amount of each applicable invoice prior to netting any other discounts, which allowance shall be deducted by Auto Plus when remitting payment for each such invoice.

B.  **FOB DESTINATION / FREIGHT PREPAID** – Subject to Section 5 of Part XI, title to and risk of loss with respect to all Merchandise, shall remain with Vendor and shall not pass to Auto Plus until receipt by Auto Plus at one of its Distribution Centers of such Merchandise, in full conformity with the terms and conditions of the Vendor Agreement. Vendor shall be responsible for arranging and providing for payment of the freight with respect to the Merchandise from Vendor's origin point to one of Auto Plus Distribution Centers.

Auto Plus has the right to revert to **FOB DESTINATION / FREIGHT PREPAID** terms. At which time the Vendor will: 1) Price the merchandise at the prepaid basis used to calculate the agreed upon Freight Allowance or Net Price Reduction, 2) Retain title to the merchandise during transit as well as the risk of loss and damage, 3) Will assume responsibility to settle all freight charges incurred in the delivery of the merchandise, and 4) Sign a freight addendum in accordance with this paragraph.

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## PART VII – UPC, CATALOG AND PACKAGE INFORMATION

UPC and other Package Changes: Vendor agrees to notify Auto Plus at least sixty (60) days in advance of any package changes, additions or changes in bar codes or associated container quantities. Vendor agrees that Auto Plus will be damaged if Vendor fails to notify Auto Plus in a timely manner of such changes. Since such damages would be difficult to calculate, Vendor shall pay to Auto Plus, as liquidated damages not as a penalty, Five Thousand Dollars (\$5,000) for each SKU received with a package change where Vendor failed to notify Auto Plus in a timely manner. In addition Vendor shall provided accurate dimensional data for every SKU.

Vendor shall furnish the information set forth below to Auto Plus or its designated third party. Vendor shall provide updates promptly as they become available, but in no event less than annually. Vendor shall keep the information current throughout the term of this Agreement and for 6 month following termination or expiration hereof. The information to be provided is as follows:

- Up-to-date AAIA compliant catalog data, including but not limited to databases, graphics, images, product attributes and specifications
- Copies of paper catalogs in pdf format
- All applicable product or technical service bulletins.
- Current UPC Codes.
- Provided reasonable number of Replacement Cartons for any product damaged in transit to ensure salability at zero cost to Auto Plus.

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## PART VIII – ANTI-THEFT DEVICES

Vendor agrees, if requested by Auto Plus, to apply agreed upon anti-theft devices to all merchandise requested according to the specifications required by the device vendor. (Not Required on Steering Pumps, Gears and Racks)

Vendor agrees to pay for the nominal cost of anti-theft devices utilized on the merchandise. Together with the cost of labor to apply such devices. (Not Required on Steering Pumps, Gears and Racks)

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## PART IX – RETURNS

**RGA Number Required:**  
**RGA Contact Info:**

**Freight:** Return to Vendor freight, including Cores, will be shipped FOB ORIGIN / FREIGHT COLLECT. The vendor will be responsible for the freight charges associated with the return.

**OTHER:**

Returns shall be credited at the greater of purchase price or price on date of return.

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## PART X – NEW PRODUCT ADD FORM

Vendor reaffirms all representations and statements made to Auto Plus on the New Product Add Form ("Form"), and agrees that the Form is part of the Agreement.

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## PART XI – TERMS & CONDITIONS

**1. General.** This Vendor Agreement sets forth the terms and conditions governing Auto Plus' purchase of any and all goods, products and merchandise (collectively, "Merchandise") from Vendor and supersedes all prior agreements with respect to the subject matter hereto. Unless otherwise stated herein, this Vendor Agreement shall not require Auto Plus to purchase any minimum quantity of Merchandise over its term, however, unless Vendors fails to meet fill rates, shipping requirements, on-time delivery requirement and/or otherwise fails to comply with this Agreement. Vendor shall be the "Preferred Vendor" to Auto Plus for all merchandise or products as contemplated by, and covered, under this Agreement entitling Vendor to no less than 85% of the Auto Plus order for such merchandise or products excluding orders for Original Equipment (OE) product. In the event that Vendor fails to supply Products to Auto Plus for more than thirty (30) days, Auto Plus may use an alternative source to maintain order fill. Unless agreed to in writing by a Merchandising officer of Auto Plus, any and all of Vendor's terms and conditions which add to, vary from or conflict with this Vendor Agreement are hereby rejected and are of no legal effect. If the Reoccurring Contract Box is checked "Y", then this agreement is self-renewing for additional terms of equal duration; provided, however, that, during any additional term, this Agreement can be terminated upon 90 days written notice by either Auto Plus or Vendor. **NO MERCHANDISE SHALL BE SHIPPED UNLESS VENDOR HAS RECEIVED A PURCHASE ORDER.** Auto Plus shall have the right, at any time prior to shipment of the Merchandise, to make changes to, or cancel, the applicable Purchase Order. Either party may terminate this Agreement for any or no reason with 120 days written notice to the other party. In which case any quarterly Incentive Payment set forth in Part IV – Allowances shall be prorated to the time of written notice.

### Additional Program Terms

#### National Account Program Rebates.

In addition to the Quarterly Rebates, Purchaser shall be entitled to receive calendar quarter rebates (the "National Account Program Rebates") based on sales by Purchaser under a national program across a national or regional customers approved by Purchaser as a "National Account/Regional Chain or Fleet Customer" and identified on Exhibit B hereto. The National Account/Regional Chain or Fleet Customers as of the Effective Date are set forth on Exhibit B. Additional National Account/Regional Chain or Fleet Customers may be added only by written agreement of the parties to a revised Exhibit B which, upon such written agreement (or such later date as may be approved by the parties), will replace Exhibit B hereto.

The National Account Program Rebates will be equal to 5% of the Net Unit Purchases for Products sold by Purchaser to National Account/Regional Chain or Fleet Customers. For the avoidance of doubt, the basis of calculation is Net Unit Purchases, not the sale price charged by Purchaser to the National Account/Regional Chain or Fleet Customers.

Within 45 days of the end of each calendar quarter, and as a condition to the issuance of the National Account Program Rebates for such calendar quarter, Purchaser shall provide Vendor with a written report that sets forth the following information, organized by National Account/Regional Chain or Fleet Customer: date of sale; location of sale; quantity of Products sold; and extended price.

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**AutoPlus Marketing Initiative.**

If Purchaser achieves minimum Net Unit Purchases under all agreements, inclusive of this Agreement, in the amounts set forth below during calendar years 2018 through 2022, Purchaser shall be entitled to receive an annual rebate (an “AutoPlus Marketing Rebate”) in the amount specified below opposite the applicable range of Net Unit Purchases for Product achieved directly by Purchaser during such calendar year (it being understood that the AutoPlus Marketing Rebate is capped across all agreements in accordance with table and not to be applied to each individual agreement, inclusive of this Agreement):

<b>Annual Net Unit Purchases (2018 through 2022)</b>	<b>AutoPlus Marketing Rebate Amount</b>
Less than \$5,000,000	\$0
\$5,000,000 or more but less than \$10,000,000	\$50,000
\$10,000,000 or more but less than \$15,000,000	\$100,000
\$15,000,000 or more	\$200,000

**Warranty.**

As used herein, “Warranty Period” means for each of the categories of Products set forth in the table below, the time period, mileage after initial installation, or both, as applicable, set forth opposite thereof:

<b>Product Category</b>	<b>Warranty Period</b>
Reman Power Steering Rack Assemblies	36 months / 36,000 miles
Reman Power Steering Pumps and Gear Boxes	36 months / 36,000 miles
New Power Steering Rack Assemblies	36 months / 36,000 miles
New Power Steering Pumps and Gear Boxes	36 months / 36,000 miles

During the applicable Warranty Period, each Product carries Vendor’s standard limited warranty (as amended from time to time by Vendor in its sole discretion, the “Limited Warranties”). All Limited Warranties shall be available to Purchaser and its direct and indirect customers, and shall survive acceptance, inspection, delivery, payment, subsequent use and resale or other disposition of the Products.

Purchaser’s remedies for all Limited Warranties are limited to, (i) replacing any unit that proves to be defective in material or workmanship, or (ii) crediting or refunding the price of such units less any applicable discounts, rebates or credits

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The Limited Warranty for a Product will be voided and cease to apply (and Vendor shall no longer have any liability with respect thereto) if that Product: (i) is subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Vendor; (ii) is damaged as a result of misdiagnosis of a vehicle's electrical system; (iii) is reconstructed, repaired or altered by any person other than Seller or its authorized representative; or (iv) is used with any third-party product(s) or in any application that has not been previously approved in writing by Vendor. Further, Vendor shall not be liable for any greater warranty terms as may be extended by Purchaser to its direct and indirect customers.

In addition to the Limited Warranties, Vendor warrants that Purchaser will receive good and valid title to the Products.

**Core and Warranty Returns.** All core and warranty returns require Vendor's approval. Each such approved return may be returned by Purchaser to Vendor freight collect, and must be for in quantities of 500 lbs. or 100 or more units. For the sake of clarity Purchaser does not agree to a "core bank" concept. Rather, the parties agree that Purchaser is entitled to the core credit for each and every core returned to Vendor, regardless of the original manufacturer of the core, provided that the core meets Vendor's then current core standards.

**Annual Stock Adjustment.** Vendor will allow Purchaser one stock adjustment per calendar year, provided that the total return of Product to be made for such stock adjustment will be limited to 5% of the Net Unit Purchases for the calendar year immediately preceding that calendar year. Vendor will not charge any handling fee in connection with either the annual stock adjustment or the one-time stock adjustment. In addition, Supplier will allow Purchaser to make an additional, one-time stock adjustment limited to 5% of the Net Unit Purchases attributable to a given Location to be made after the first 12 months of the Effective Date in conjunction with an offsetting order of Product made for purposes of right-sizing inventory at that Location.

#### **Changeover Credit for Acquired Stores.**

If Purchaser acquires a new Distribution Center, Corporate Store or Independent Store that has an inventory of Products from a vendor other than Vendor (such acquired location, an "Acquired Store"; such inventory, the "Acquired Inventory") and Purchaser is able to terminate all agreements with such Vendor without incurring any fees or be in breach of its obligations under the applicable agreement, Purchaser shall notify Vendor in writing thereof and the parties shall meet and mutually agree upon the total on hand inventory value and core price, which will be determined using Vendor's Product pricing, for the Acquired Inventory (the "Acquired Inventory Amount").

After Purchaser and Vendor have mutually agreed upon the Acquired Inventory Amount, Vendor shall issue Purchaser a credit to the Billing Account (each an "Acquired Inventory Credit") in the amount of 15% of the net unit exchange value of the Acquired Inventory Amount, and such Acquired Store shall become a new Location (all such new location are hereinafter referred to as the "New Locations"). At the time of the changeover, Vendor will accept and credit any core or warranty return that exists within the Purchaser's or its customer's inventory.

Each Acquired Inventory Credit will be (1) calculated based on the jobber customer's current on hand quantity inventory, Purchaser's then-current invoice cost, and net unit exchange value only (i.e., exclusive of cores), (2) a one-time incentive credit by New Location, and (3) issued within 30 days of completion of the changeover and proper paperwork has been submitted to Vendor with exchange value inventory changed over.

Vendor shall provide boxes and label kits from submitted inventories at no charge, Vendor shall provide manpower for Distribution Center, Corporate Stores and independent jobber changeovers based upon a timeline to be

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mutually agreed to by Vendor and Purchaser. Labels for changeovers furnished by Vendor will include Vendor's part number primary and competitor part number secondary.

Purchaser shall cause the changeover of steering line Products to be commenced no later than January 30, 2019, or such later date as may be agreed to by Vendor and Purchaser in writing.

**New Greenfield Distributions Centers and Store Opening Order Program.** If Purchaser constructs a new Distribution Center or Corporate Store from the ground up (as opposed to a rebranding of an existing store or a relocation of an existing store to a different location, for example) (each a "Greenfield Location"), Purchaser shall notify Vendor in writing thereof, and Purchaser shall be entitled to receive a one-time discount of 17% off the net unit exchange value of the opening order of Products for such Greenfield Location.

**New SKU Additions to Distribution Centers and Corporate Store Program.** If Vendor makes a new Product SKU available to Purchaser under this Agreement (each a "New Product SKU"), Purchaser shall be entitled to a one-time discount of 15 % off of the Net Unit Purchases for the initial order of that New Product SKU for Distribution Centers and Corporate Stores only. For the avoidance of doubt, Independent Stores are ineligible to receive this discount. New Product SKU's must remain on shelf for 2 years before being eligible for return to Vendor. If New Product SKU's are so returned, the credit to be issued by Vendor therefor will reflect said discount.

#### **Changeover Incentive for Independent Business**

Vendor will provide a changeover incentive of one free unit for every ten units changed over. This incentive applies to; rotating electrical, brake calipers, steering and rack and pinion.

#### **Changeover Process:**

Steering (Steering Pumps, Rack and Pinion and Gear Boxes); complete relabel existing inventory at all Auto Plus DC, Corporate Store and independent jobber locations. The process will be completed by Vendor or its assigned agencies. At Pep Boys DC and Corporate Store locations complete relabel of existing inventory. The program will be supplied in a Vision OE label.

Vendor will honor all warranties and labor claims for product that is either reboxed or relabeled regardless if they were the manufacturer of the product.

**2. Pricing.** Vendor represents, warrants, and covenants that the Merchandise prices and all components thereof, including without limitation all discounts, credit terms, rebates, reductions and additions of any type, as well as all forms of payments, allowances, credits, services, facilities, and commissions, whether related to Vendor's sale of the Merchandise to Auto Plus, to the promotion of Auto Plus' resale of the Merchandise or to any other aspect of the parties' business relationship, that Vendor provides to Auto Plus comply with all applicable laws and regulations, including without limitation all sections of the Robinson-Patman Act, 15 U.S.C. § 13 (the "Act"). Vendor further represents, warrants, and covenants that, to the extent that any Merchandise price or component thereof, or any payment, allowance, credit, service, facility, or commission, that Vendor provides to Auto Plus differs from that which Vendor provides to any purchaser other than Auto Plus, such difference is justified or otherwise lawful under the Act. Vendor further acknowledges that nothing in this Agreement limits Vendor's right or discretion to offer to any purchaser other than Auto Plus, in connection with such purchaser's purchase of Merchandise or otherwise, any price or component thereof, or any payment, allowance, credit, service, facility, or commission, that Vendor provides to Auto Plus hereunder or otherwise.

**3. Vendor shall provide Auto Plus' Product Manager with no less than 90 days' written notice prior to any proposed price increase.**

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**4. Payment.** The date on which payments are due from Auto Plus shall be measured from Auto Plus' receipt of the applicable Merchandise. All allowances and credits shall be remitted to Auto Plus immediately when due. If Vendor fails to remit any credit or allowance to Auto Plus within ten (10) business days from the date due, Auto Plus will invoice Vendor for the amount due. Any credit balance shall be promptly paid to Auto Plus in cash upon request. Auto Plus shall be entitled to set-off any amounts owing at any time from Vendor to Auto Plus against any amounts payable by Auto Plus to Vendor. Auto Plus shall have a right to withhold up to ten (10%) of the then present value of Auto Plus' inventory of Merchandise, against which credits owed to Auto Plus may be taken. In the event that Vendor participates in the supplier confirmed receivables program, additional withholding may be required.

**5. Delivery, Inspection.** Notwithstanding anything in any document to the contrary, the risk of loss with respect to any Merchandise shall not pass to Auto Plus until the Merchandise has been delivered in full conformity with the applicable purchase order and this Vendor Agreement to Auto Plus' designated location.

Time is of the essence with respect to Auto Plus' receipt of Merchandise. All Merchandise shall be subject to inspection and approval by Auto Plus within seven (7) business days after receipt, notwithstanding payment therefore, and may be rejected in whole or in part, as if it had never been accepted, if the Merchandise is not in full compliance herewith. Vendor shall supply, at its sole cost and expense, all materials and labor requested by Auto Plus for the repackaging of any Merchandise deemed by Auto Plus to be unsaleable due to damaged packaging. The right to reject goods extends to the right to reject goods which are returned by the end user for a reason that Auto Plus would have been entitled to reject. With respect to all Merchandise rightfully rejected by Auto Plus, Vendor shall be charged the greater of 10% of the purchase price or all expenses incurred by Auto Plus in connection therewith, including but not limited to landing and reshipping such goods. Vendor shall not have a right to make a conforming shipment absent express agreement by Auto Plus.

**6. Assurances.** In addition to any other expressed, implied or statutory warranties, Vendor represents, warrants and covenants that: (a) the Merchandise shall be new product, merchantable, and free from defect caused by Vendor; (b) Vendor has the rights as an authorized distributor of the Merchandise and its distribution of the Merchandise does not and shall not infringe upon any patent, trademark, copyright or other intellectual property rights of any third party; (c) the Merchandise may be introduced lawfully into interstate and intrastate commerce, and does and shall conform to any description contained in the purchase order or Vendor's literature or samples; (d) Vendor shall comply with the provisions of all federal, state and local laws and regulations (and those of Puerto Rico) now in effect or hereafter enacted applicable to the Merchandise and its sale and distribution by vendor (including, but not limited to those relating to volatile organic compound limitations and consumer product restrictions), packaging, labeling and registration, and the use and sale by Auto Plus and its customers of the Merchandise shall not cause them to be in violation of any such law or regulation (with respect to California's Proposition 65, the Merchandise shall be labeled so that the sale of the Merchandise by Auto Plus, assuming that Auto Plus has posted non-merchandise specific warning signs, shall not cause Auto Plus to be in violation of Proposition 65); (e) all of the information provided by Vendor to Auto Plus with respect to the Merchandise shall be true and correct, and sufficient substantiation shall exist for the same for Auto Plus to publish and use the same in compliance with the provisions of all federal, state and local laws and regulations (and those of Puerto Rico) now in effect or hereafter enacted; (f) Vendor shall comply with the equal opportunity requirements set forth in 41 CFR 60-1.4, 60-250.40 and 60-741.5, as amended (which are incorporated herein), while supplying Merchandise to Auto Plus; (g) Vendor shall conduct an annual Merchandise line review and remove for full credit all Merchandise that has been discontinued by Vendor or has become obsolete or no longer appears in Vendor's catalog; and (h) Vendor shall comply with all of the requirements set forth in Auto Plus Bar Code Compliance Manual supplied to Vendor from time to time. Without placing any limitations on the foregoing, Vendor specifically acknowledges and agrees that Auto Plus will only accept Merchandise that is below any applicable emission standard and contains a percentage of volatile organic compounds or any other ingredients or constituents that are below the applicable limits, and that if Auto Plus discovers that any Merchandise which exceeds such applicable limits (Non-Compliant Merchandise) has been delivered to Auto Plus, Auto Plus will immediately discontinue the sale of the Non-Compliant Merchandise, and all costs and expenses related to such discontinuance shall be borne by Vendor. Vendor shall notify Auto Plus in writing within 10 days of execution hereof of any jurisdiction in which Merchandise is Non-Compliant Merchandise, and shall further notify Auto Plus in writing within 10 days of becoming aware of any additional jurisdictions in which the Merchandise becomes Non-Compliant Merchandise or in which new or amended regulatory requirements exist.

In addition to the foregoing, Vendor further represents, warrants and covenants that (i) Any Merchandise sold to Auto Plus by the Vendor which is subject to regulation under the Clean Air Act ("CAA"), does not have the effect of by-passing, defeating or rendering inoperative any emissions-control device, (ii) any Merchandise sold to Auto Plus by the



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Vendor which is regulated as a Replacement Part under the CAA and/or Regulations enforced by the Environmental Protection Agency is functionally identical to the equivalent OEM part which it is replacing, or if the product is modified or is an add on part affecting emissions, emissions testing as required under the CAA has been completed and the Merchandise does not effect emissions; (iii) all Merchandise sold to Auto Plus by the Vendor which is subject to regulation by the California ARB ("California Merchandise") is either (a) a Replacement Part as that term is defined by the statutes and regulations enforced by the California ARB (or any other state which has adopted the ARB standards) and therefore meets the original factory specifications for the equivalent OEM or (b) is a Legal Add-On or Modified Part as such terms are defined by the statutes and regulations enforced by the California ARB (or any other state which has adopted the ARB standards that has been granted an exemption and is subject to an Executive Order issued by the California ARB.

Vendor is not responsible or liable for claims by the State of California for product that is properly labeled and marked as not compliant with California ARB, and which Vendor has separately advised the Auto Plus category manager that such particular product is not compliant with California ARB, which Vendor delivered to a location outside the State of California that Auto Plus then transferred to a location with the State of California.

7. **Insurance.** Vendor represents and warrants that as of the date hereof, and at all times while it is supplying merchandise to Auto Plus, and for (5) years after Auto Plus last purchases from Vendor, it shall continue to maintain the following coverage:

**Commercial General Liability - Minimum Liability Limits:**

\$5,000,000 Each Occurrence.  
\$10,000,000 Aggregate.  
\$5,000,000 Products and Completed/Operations..

Coverage to include: Bodily Injury (including Death), Property Damage, Personal Injury and Advertising Injury, Products/Completed Operations, Blanket Contractual Liability, Independent Contractors

**Business Automobile Liability – Minimum Liability Limits:**

\$1,000,000 Combined Single Limit.  
Coverage Applies to Owned Autos, Non-Owned Autos and Hired Autos.

**Worker's Compensation – Minimum Liability Limits:**

State:	Statutory
Applicable Federal:	Statutory
Employer's Liability:	
	Bodily Injury by Accident: \$1,000,000 per occurrence
	Bodily Injury by Disease: \$1,000,000 policy limit
	Bodily Injury by Disease: \$1,000,000 each employee

These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

All policies shall contain a waiver of subrogation or waiver of Right of Recovery from Others. Vendors Insurance is primary and non-contributory. AUTO PLUS, its Directors, Officers and Employees must be named as Additional Insureds as Respects the Commercial General Liability and Business Automobile Liability Coverages. **For sake of clarity, the policies shall state as follows: "IEH Auto Parts LLC dba Auto Plus and all affiliates, Directors, Officers and Employees are to be named as Additional Insureds. Policies are to contain a Waiver of Subrogation or Waiver of Right of Recovery and policy is to be primary and non-contributory."** Insurance company must have an A.M. Best Rating of at least A- VIII VII or better and be organized and existing under the laws of a state of the United States, and

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**policy must state that the insurance cannot be canceled or materially modified without 30 days prior notice to Auto Plus.**

A Certificate of Insurance evidencing the above coverage and a copy of the Vendors Endorsement and/or Additional Insured Endorsement must be attached to this Agreement and a replacement must be provided at least 30 days prior to the expiration of coverage.

**8. Indemnification.** Vendor shall indemnify, defend and hold harmless Auto Plus, its affiliates, and their respective officers, directors, agents and employees, from and against any and all claims, liabilities and expenses (including attorneys' fees and costs, increased and/or punitive awards) which result in whole or in part from any actual or alleged defect in any Merchandise (latent or patent) and/or the failure of the Merchandise to comply with the Assurances paragraph set forth above or any other express, implied or statutory warranties, whether or not any demand for payment is made to Vendor and/or any lawsuit is actually filed against Auto Plus. Without limiting Vendor's indemnification obligations, in no event shall either party be liable to the other for any special, consequential, indirect, incidental or punitive damages, including, without limitation, lost profits or lost revenues, even if advised of the possibility of such damages.

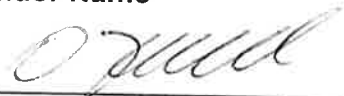
**9. Default.** Failure of Vendor to comply with any provision of this Agreement or any assurance, guaranty or warranty herein shall be considered an event of default of this Agreement. In addition to any other remedies at law or in equity or as otherwise set forth herein, upon an event of default, Auto Plus shall be entitled to (i) cancel all or any part of an order without notice, even after shipment of Merchandise; or (ii) reject of all or any part of a shipment and return or hold goods at Vendor's cost and expense.

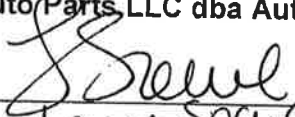
**10. Private Label Products.** If any of the Merchandise is private label product, the provisions of this Section 10 shall apply thereto. Auto Plus shall be and remain the owner of all right, title and interest in and to any and all trademarks, copyrights or other intellectual property (collectively the "Trademarks") for such Merchandise throughout the world, and any and all rights in any Trademark occasioned by the use of that mark in connection with the Merchandise or other products supplied or produced by Vendor shall inure solely to Auto Plus. Auto Plus grants vendor a limited, revocable, nontransferable license to use the Trademarks for the limited purposes set forth herein. Vendor represents, warrants and covenants that: (a) the Trademarks shall only be applied to labels and packaging for products sold or supplied exclusively to Auto Plus; (b) Vendor shall not apply any Trademark to, or sell, ship, or transfer to any person other than Auto Plus, anywhere in the world, any product bearing a Trademark or any colorable imitation thereof; and (c) Vendor shall not contest, before any governmental agency or unit, in any court or proceeding, or otherwise, the sole and exclusive ownership of all right, title and interest in and to the Trademarks in Auto Plus, and/or the validity thereof, and expressly waives any claim to any right, title or interest, anywhere in the world, to the Trademarks. Auto Plus shall indemnify, defend and hold harmless Vendor from and against any and all claims, liabilities and expenses (including attorney's fees and costs, increased and/or punitive awards) which result from a claim by any party other than Vendor, its related companies or customers, arising out of the use of the Trademarks for Merchandise in accordance with this Agreement.

**11. Miscellaneous.** "Auto Plus" includes Auto Plus and its subsidiaries and affiliates. Vendor's obligations to Auto Plus are of a personal nature, and are not assignable without the prior written consent of Auto Plus and any attempted assignment without such consent shall be considered null and void. Auto Plus may assign this Vendor Agreement and the applicable Purchase Order to a successor to all or part of Auto Plus' business, whether by sale of assets, merger or otherwise. This Vendor Agreement and any applicable purchase orders shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the choice of law principles of the Commonwealth. Vendor agrees that the federal and state courts located in Philadelphia, Pennsylvania shall have the exclusive jurisdiction and venue over any claims or disputes between the parties. BOTH PARTIES HERETO EXPRESSLY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION THEREWITH.

**Vendor Name**

**IEH Auto Parts LLC dba Auto Plus,**

  
Name: ODD JUERGENRUD  
Title: PRESIDENT

By:   
Name: Laura Sore  
Title: EVP

# AutoPlus<sup>SM</sup>

**AUTO PARTS**

IEH Auto Parts LLC dba Auto Plus,  
1155 Roberts Boulevard, Suite 175  
Kennesaw, GA 30144  
Telephone: 215-430-9554 Fax: 215-430-9532

## MERCHANDISING VENDOR AGREEMENT

Effective Date: 11/1/2018      Expiration Date: 11/1/2022  
Recurring Contract: \_\_\_\_\_

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### PART I – AUTO PLUS AGREEMENT DATA

SAP - DCS Vendor No: \_\_\_\_\_ Agreement No: \_\_\_\_\_  
List All Applicable Roll-up DCS Nos: \_\_\_\_\_ Superseded Agreements Nos: \_\_\_\_\_

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### PART II – VENDOR INFORMATION

Vendor Name: *BBB Industries, LLC*  
Vendor Address: *PO Box 935, Birmingham, AL 32501*      Billing Address: \_\_\_\_\_  
Vendor DBAs: \_\_\_\_\_      Attn: \_\_\_\_\_  
Attn: *Kim Nolan*      For questions, please contact your Category Manager directly.  
For questions, please contact your Category Manager directly.      Email: \_\_\_\_\_  
Email: *knolan@bbbind.com*

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### WEB PORTAL

Supplier Admin Details	Outside Sales Representatives
Admin Name: _____	Agency Name: _____
Title: _____	Contact Name: _____
Admin Email ID: _____	Email ID: _____
Admin Phone No.: _____	Phone No.: _____

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### PART III – REQUIRED DOCUMENTS AND ATTACHMENTS

The following documents must be attached to this Agreement:

Item	Attached	Explanation of non-attachment (must be initialed by Dpt)
1. Insurance Certificate (requirements in §X1.7)		
2. Vendors/Additional Insured Endorsement		

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

**PART IV - ALLOWANCES**

Choose one of the following:  Original Agreement  
 Amended effective for Orders as of 11/1/2018

Allowance	Amount (\$)	Amount (%)	Gross or Net	Payment Method	Payment Terms	Special Instructions (ex: Proof of Performance)	Order of Allowance (If applicable)
Commercial Allowance		2.25%	Net	Credit	Quarterly		
Marketing Allowance		1.20%	Net	Credit	Quarterly		
Enterprise Rebate		5.00%	Net	Credit	Quarterly	Annual Volume Exceeds \$15M**	
Volume Rebate		8.00%	Net	Credit	Quarterly		
Loyalty Payment	\$150,000		Gross	Check	Quarterly	Total for both AP and Pep to commence the quarter of the changeover	

\*\* \$15M requirement includes Rotating Electrical, Caliper and Steering product Categories

**Net Unit Purchases Definition.** In this Agreement, "Net Unit Purchases" means, for any period of time, the gross exchange value for purchases of Products by Purchaser from Vendor, less warranty exchange credits, stock return exchange credits and exchange credits issued in the ordinary course of business. For the avoidance of doubt, the term "Net Unit Purchases" excludes core values and rebates paid.

**Issuance of Rebates.**

No later than the last day of the calendar month immediately succeeding the calendar quarter in which Quarterly Rebates are earned, Vendor shall issue such Quarterly Rebates in the form of a credit or check to the Billing Account.

The rebates and incentives included in this agreement shall apply to all combined purchases/sales of Auto Plus, Pep Boys and/or any other of their affiliates

**\*\*If defectives run at a rate greater than listed, Vendor and AutoPlus will reconcile at the end of the calendar year and Vendor shall promptly provide appropriate remuneration**

**"Net Purchases" shall equal gross purchases less returns. If Net is not selected, then all allowances and credits shall be accrued and payable based upon gross purchases.**



DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

DC	TURTLE CREEK	14 Days
DC	UPPER MARLBORO	14 Days
DC	HOUSTON	14 Days
DC	TAMPA	14 Days
DC	National DC	14 Days

**Compliance Charges:** Vendor agrees to the following Compliance Charges, each of which is more fully explained in the Auto Plus Policy Tab/ Vendor Compliance Manual which can be found at <http://autoplusap.com/vendors/> and are subject to change with 90 days notice (the "Compliance Agreement"). Any exception must be agreed to in writing and attached as an addendum to this Agreement. New vendors and vendors which have been inactive for more than 12 consecutive months have a 90 day grace period from first PO to review and address Compliance related issues. After such 90 day period, all charges will apply.

**Fill Rate:** Vendor guarantees to ship at a 92% fill rate per purchase order ("PO") by due date specified on PO. Auto Plus measures the first pass fill rate of each purchase order. A penalty of 10% of the exchange value of the unfilled units of the purchase order will be assessed for line fill below 92%. Note: for a line to be considered "received", it must be filled at 92%.

**On Time Delivery:** Vendor guarantees to ship for on-time delivery by due date specified on PO. Auto Plus measures from the time the purchase order is issued to the time it is received on our dock. A penalty of \$100 will be assessed for each late purchase order, up to a maximum of \$1500 per measurement period.

**Carrier Requirements:** Vendor agrees to the following charges:  
Prepaid: Unauthorized LTL carrier used, late or missing appointment (\$100 per PO)  
Collect: a) PO not shipped using AUTO PLUS Transportation Guidelines (\$100 per PO)  
b) Carrier detained at Vendor pick-up location more than 2 hours (\$100 per PO + any charges imposed on AUTO PLUS by carrier)

**EDI/ASN Requirements:** Vendor agrees to the following charges:  
ASN not received 24 hrs before the trailer or shipment (\$250 per PO)  
ASN data incorrect or missing (\$250 per PO)  
EDI not implemented within 90 days of Auto Plus' request (\$250 per month)

**Shipping Requirements – MSDS:** Vendor agrees to provide all Material Safety Data Sheets ("MSDS") for all Merchandise supplied to Auto Plus under this Agreement, when applicable. Vendor shall provide the MSDS prior to shipping any Merchandise and thereafter, promptly upon request or promptly following any change thereto.

**Other:**

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

**FREIGHT METHOD (choose Option A or Option B):**

A.  **FOB ORIGIN / FREIGHT COLLECT\*** - Inbound to Auto Plus: Subject to Section 5 of Part XI, title to and risk of loss with respect to all Merchandise, shall pass to Auto Plus at the origin dock after the carrier accepts the shipment and signs the bill of lading. Auto Plus shall be responsible for arranging and providing for payment of the freight with respect to the Merchandise from Vendor's origin point to one of Auto Plus Distribution Centers.  
(for Option A, complete items 1 and 2)

1. Vendor and Auto Plus agree that the locations listed below are the only origin points that will be used for **FOB ORIGIN / FREIGHT COLLECT** shipments from Vendor to Auto Plus. The use of origin points other than those listed below, without Auto Plus' prior consent, shall result in the charge back of the related freight costs, plus applicable compliance penalties.

(If Collect – Allowances must be listed in Section Part IV- Allowance)

Origin Point:

Destination Point:

**AND**

2. Chose one of the following:

**NET PRICE REDUCTION:** Vendor has provided to Auto Plus Merchandise pricing for both **FOB ORIGIN / FREIGHT COLLECT** and **FOB DESTINATION / FREIGHT PREPAID**. Auto Plus has selected, and Vendor agrees to invoice net merchandise as **set forth in Part IV** off PPD pricing based upon, such **FOB ORIGIN / FREIGHT COLLECT**.

**Off-Invoice Allowance as set forth in PART IV**, calculated on the gross amount of any and all invoices prior to netting any other discounts, which allowance shall be deducted by Auto Plus when remitting payment for each such invoice

**LANE SPECIFIC OFF INVOICE ALLOWANCE as set forth in PART IV:** Vendor agrees to the applicable allowance for each of the origin/destination points set forth below, calculated on the gross amount of each applicable invoice prior to netting any other discounts, which allowance shall be deducted by Auto Plus when remitting payment for each such invoice.

B.  **FOB DESTINATION / FREIGHT PREPAID** – Subject to Section 5 of Part XI, title to and risk of loss with respect to all Merchandise, shall remain with Vendor and shall not pass to Auto Plus until receipt by Auto Plus at one of its Distribution Centers of such Merchandise, in full conformity with the terms and conditions of the Vendor Agreement. Vendor shall be responsible for arranging and providing for payment of the freight with respect to the Merchandise from Vendor's origin point to one of Auto Plus Distribution Centers.

Auto Plus has the right to revert to **FOB DESTINATION / FREIGHT PREPAID** terms. At which time the Vendor will: 1) Price the merchandise at the prepaid basis used to calculate the agreed upon Freight Allowance or Net Price Reduction, 2) Retain title to the merchandise during transit as well as the risk of loss and damage, 3) Will assume responsibility to settle all freight charges incurred in the delivery of the merchandise, and 4) Sign a freight addendum in accordance with this paragraph.

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

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## PART VII – UPC, CATALOG AND PACKAGE INFORMATION

UPC and other Package Changes: Vendor agrees to notify Auto Plus at least sixty (60) days in advance of any package changes, additions or changes in bar codes or associated container quantities. Vendor agrees that Auto Plus will be damaged if Vendor fails to notify Auto Plus in a timely manner of such changes. Since such damages would be difficult to calculate, Vendor shall pay to Auto Plus, as liquidated damages not as a penalty, Five Thousand Dollars (\$5,000) for each SKU received with a package change where Vendor failed to notify Auto Plus in a timely manner. In addition Vendor shall provide accurate dimensional data for every SKU.

Vendor shall furnish the information set forth below to Auto Plus or its designated third party. Vendor shall provide updates promptly as they become available, but in no event less than annually. Vendor shall keep the information current throughout the term of this Agreement and for 6 months following termination or expiration hereof. The information to be provided is as follows:

- Up-to-date AAIA compliant catalog data, including but not limited to databases, graphics, images, product attributes and specifications
- Copies of paper catalogs in pdf format
- All applicable product or technical service bulletins.
- Current UPC Codes.
- Provided reasonable number of Replacement Cartons for any product damaged in transit to ensure salability at zero cost to Auto Plus.

Vendor hereby grants to Auto Plus a perpetual, royalty-free, non-exclusive, assignable right to use, copy, modify, make derivative works of, distribute, display, sublicense and fully exploit: (i) the Content used in connection with the Merchandise that is provided by Vendor; and (ii) Vendor's trademarks used in connection with the Merchandise, for Pep Boy's marketing, advertising, sale, storage, distribution and support of its products and services. Without limiting the generality of the foregoing, the Vendor's foregoing rights may be exercised by Auto Plus in connection with in-store and online/mobile activities, and may include, without limitation, creation of promotional videos, product reviews, electronic catalogs and installation guides.

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## PART VIII – ANTI-THEFT DEVICES

Vendor agrees, if requested by Auto Plus, to apply agreed upon anti-theft devices to all merchandise requested according to the specifications required by the device vendor. (BBB Calipers Do Not Require This)

Vendor agrees to pay for the nominal cost of anti-theft devices utilized on the merchandise. Together with the cost of labor to apply such devices. (BBB Calipers Do Not Require This)

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## PART IX – RETURNS

**RGA Number Required:**  
**RGA Contact Info:**

**Freight:** Return to Vendor freight, including Cores, will be shipped FOB ORIGIN / FREIGHT COLLECT. The vendor will be responsible for the freight charges associated with the return.

**OTHER:**

Returns shall be credited at the greater of purchase price or price on date of return.

Original to Legal. Copies to - Vendor, Category Manager, Inventory Management, Risk, Retail Accounting, Data Integrity



DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

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## PART X – NEW PRODUCT ADD FORM

Vendor reaffirms all representations and statements made to Auto Plus on the New Product Add Form ("Form"), and agrees that the Form is part of the Agreement.

## PART XI – TERMS & CONDITIONS

**1. General.** This Vendor Agreement sets forth the terms and conditions governing Auto Plus' purchase of any and all goods, products and merchandise (collectively, "Merchandise") from Vendor and supersedes all prior agreements with respect to the subject matter hereto. Unless otherwise stated herein, this Vendor Agreement shall not require Auto Plus to purchase any minimum quantity of Merchandise over its term, however, unless Vendors fails to meet fill rates, shipping requirements, on-time delivery requirement and/or otherwise fails to comply with this Agreement. Vendor shall be the "Preferred Vendor" to Auto Plus for all merchandise or products as contemplated by, and covered, under this Agreement entitling Vendor to no less than 85% of the Auto Plus order for such merchandise or products excluding orders for Original Equipment (OE) product. In the event that Vendor fails to supply Products to Auto Plus for more than thirty (30) days, Auto Plus may use an alternative source to maintain order fill. Unless agreed to in writing by a Merchandising officer of Auto Plus, any and all of Vendor's terms and conditions which add to, vary from or conflict with this Vendor Agreement are hereby rejected and are of no legal effect. If the Reoccurring Contract Box is checked "Y", then this agreement is self-renewing for additional terms of equal duration; provided, however, that, during any additional term, this Agreement can be terminated upon 90 days written notice by either Auto Plus or Vendor. **NO MERCHANDISE SHALL BE SHIPPED UNLESS VENDOR HAS RECEIVED A PURCHASE ORDER.** Auto Plus shall have the right, at any time prior to shipment of the Merchandise, to make changes to, or cancel, the applicable Purchase Order. Either party may terminate this Agreement for any or no reason with 120 days written notice to the other party. In which case any quarterly Incentive Payment set forth in Part IV – Allowances shall be prorated to the time of written notice.

### Additional Program Terms

#### National Account Program Rebates.

In addition to the Quarterly Rebates, Purchaser shall be entitled to receive calendar quarter rebates (the "National Account Program Rebates") based on sales by Purchaser under a national program across a national or regional customers approved by Purchaser as a "National Account/Regional Chain or Fleet Customer" and identified on Exhibit B hereto. The National Account/Regional Chain or Fleet Customers as of the Effective Date are set forth on Exhibit B. Additional National Account/Regional Chain or Fleet Customers may be added only by written agreement of the parties to a revised Exhibit B which, upon such written agreement (or such later date as may be approved by the parties), will replace Exhibit B hereto.

The National Account Program Rebates will be equal to 5% of the Net Unit Purchases for Products sold by Purchaser to National Account/Regional Chain or Fleet Customers. For the avoidance of doubt, the basis of calculation is Net Unit Purchases, not the sale price charged by Purchaser to the National Account/Regional Chain or Fleet Customers.

Within 45 days of the end of each calendar quarter, and as a condition to the issuance of the National Account Program Rebates for such calendar quarter, Purchaser shall provide Vendor with a written report that sets forth the following information, organized by National Account/Regional Chain or Fleet Customer: date of sale; location of sale; quantity of Products sold; and extended price.

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

**AutoPlus Marketing Initiative.**

If Purchaser achieves minimum Net Unit Purchases under all agreements, inclusive of this Agreement, in the amounts set forth below during calendar years 2018 through 2022, Purchaser shall be entitled to receive an annual rebate (an "AutoPlus Marketing Rebate") in the amount specified below opposite the applicable range of Net Unit Purchases for Product achieved directly by Purchaser during such calendar year (it being understood that the AutoPlus Marketing Rebate is capped across all agreements in accordance with table and not to be applied to each individual agreement, inclusive of this Agreement):

<b>Annual Net Unit Purchases (2018 through 2022)</b>	<b>AutoPlus Marketing Rebate Amount</b>
Less than \$5,000,000	\$0
\$5,000,000 or more but less than \$10,000,000	\$50,000
\$10,000,000 or more but less than \$15,000,000	\$100,000
\$15,000,000 or more	\$200,000

**Warranty.**

As used herein, "Warranty Period" means for each of the categories of Products set forth in the table below, the time period, mileage after initial installation, or both, as applicable, set forth opposite thereof:

<b>Product Category</b>	<b>Warranty Period</b>
Reman Brake Calipers	36 months / 36,000 miles

During the applicable Warranty Period, each Product carries Vendor's standard limited warranty (as amended from time to time by Vendor in its sole discretion, the "Limited Warranties"). All Limited Warranties shall be available to Purchaser and its direct and indirect customers, and shall survive acceptance, inspection, delivery, payment, subsequent use and resale or other disposition of the Products.

Purchaser's remedies for all Limited Warranties are limited to, (i) replacing any unit that proves to be defective in material or workmanship, or (ii) crediting or refunding the price of such units less any applicable discounts, rebates or credits

The Limited Warranty for a Product will be voided and cease to apply (and Vendor shall no longer have any liability with respect thereto) if that Product: (i) is subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Vendor; (ii) is damaged as a result of misdiagnosis of a vehicle's electrical system; (iii) is reconstructed, repaired or altered by any person other than Seller or its authorized representative;

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

or (iv) is used with any third-party product(s) or in any application that has not been previously approved in writing by Vendor. Further, Vendor shall not be liable for any greater warranty terms as may be extended by Purchaser to its direct and indirect customers.

In addition to the Limited Warranties, Vendor warrants that Purchaser will receive good and valid title to the Products.

**Core and Warranty Returns.** All core and warranty returns require Vendor's approval. Each such approved return may be returned by Purchaser to Vendor freight collect, and must be for in quantities of 500 lbs. or 100 or more units. For the sake of clarity Purchaser does not agree to a "core bank" concept. Rather, the parties agree that Purchaser is entitled to the core credit for each and every core returned to Vendor, regardless of the original manufacturer of the core, provided that the core meets Vendor's then current core standards.

**Annual Stock Adjustment.** Vendor will allow Purchaser one stock adjustment per calendar year, provided that the total return of Product to be made for such stock adjustment will be limited to 5% of the Net Unit Purchases for the calendar year immediately preceding that calendar year. Vendor will not charge any handling fee in connection with either the annual stock adjustment or the one-time stock adjustment. In addition, Vendor will allow Purchaser to make an additional, one-time stock adjustment limited to 5% of the Net Unit Purchases attributable to a given Location to be made after the first 12 months of the Effective Date in conjunction with an offsetting order of Product made for purposes of right-sizing inventory at that Location.

#### **Changeover Credit for Acquired Stores.**

If Purchaser acquires a new Distribution Center, Corporate Store or Independent Store that has an inventory of Products from a vendor other than Vendor (such acquired location, an "Acquired Store"; such inventory, the "Acquired Inventory") and Purchaser is able to terminate all agreements with such Vendor without incurring any fees or be in breach of its obligations under the applicable agreement, Purchaser shall notify Vendor in writing thereof and the parties shall meet and mutually agree upon the total on hand inventory value and core price, which will be determined using Vendor's Product pricing, for the Acquired Inventory (the "Acquired Inventory Amount").

After Purchaser and Vendor have mutually agreed upon the Acquired Inventory Amount, Vendor shall issue Purchaser a credit to the Billing Account (each an "Acquired Inventory Credit") in the amount of 15% of the net unit exchange value of the Acquired Inventory Amount, and such Acquired Store shall become a new Location (all such new location are hereinafter referred to as the "New Locations"). At the time of the changeover, Vendor will accept and credit any core or warranty return that exists within the Purchaser's or its customer's inventory.

Each Acquired Inventory Credit will be (1) calculated based on the jobber customer's current on hand quantity inventory, Purchaser's then-current invoice cost, and net unit exchange value only (i.e., exclusive of cores), (2) a one-time incentive credit by New Location, and (3) issued within 30 days of completion of the changeover and proper paperwork has been submitted to Vendor with exchange value inventory changed over.

Vendor shall provide boxes and label kits from submitted inventories at no charge, Vendor shall provide manpower for Distribution Center, Corporate Stores and independent jobber changeovers based upon a timeline to be mutually agreed to by Vendor and Purchaser. Labels for changeovers furnished by Vendor will include Vendor's part number primary and competitor part number secondary.

Labels for changeovers furnished by Vendor will include Vendor's part number primary and competitor part number secondary.

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

Purchaser shall cause the changeover of caliper line Products to be commenced no later than January 30, 2019, or such later date as may be agreed to by Vendor and Purchaser in writing.

**New Greenfield Distributions Centers and Store Opening Order Program.** If Purchaser constructs a new Distribution Center or Corporate Store from the ground up (as opposed to a rebranding of an existing store or a relocation of an existing store to a different location, for example) (each a "Greenfield Location"), Purchaser shall notify Vendor in writing thereof, and Purchaser shall be entitled to receive a one-time discount of 17% off the net unit exchange value of the opening order of Products for such Greenfield Location.

**New SKU Additions to Distribution Centers and Corporate Store Program.** If Vendor makes a new Product SKU available to Purchaser under this Agreement (each a "New Product SKU"), Purchaser shall be entitled to a one-time discount of 15% off of the Net Unit Purchases for the initial order of that New Product SKU for Distribution Centers and Corporate Stores only. For the avoidance of doubt, Independent Stores are ineligible to receive this discount. New Product SKU's must remain on shelf for 2 years before being eligible for return to Vendor. If New Product SKU's are so returned, the credit to be issued by Vendor therefor will reflect said discount.

#### **Changeover Incentive for Independent Business**

Vendor will provide a changeover incentive of one free unit for every ten units changed over. This incentive applies to; rotating electrical, brake calipers, steering and rack and pinion.

#### **Changeover Process:**

Brake Calipers; complete relabel existing inventory at all Auto Plus DC, Corporate Store and independent jobber locations. The relabel process will be completed by Vendor or its assigned agencies. At Pep Boys DC and Corporate Store locations a stock lift of non-bracketed competitive brake calipers will be performed based on a mutually agreed upon schedule along with a complete relabel of remaining inventory. The relabel process will be completed by Vendor or its assigned agencies. Initially the program packaging will be supplied in a NUGEON label, however the program packaging will transition to a NUGEON graphic package within 3 months after the changeover is completed.

Vendor will honor all warranties and labor claims for product that is either reboxed or relabeled regardless if they were the manufacturer of the product.

**2. Pricing.** Vendor represents, warrants, and covenants that the Merchandise prices and all components thereof, including without limitation all discounts, credit terms, rebates, reductions and additions of any type, as well as all forms of payments, allowances, credits, services, facilities, and commissions, whether related to Vendor's sale of the Merchandise to Auto Plus, to the promotion of Auto Plus' resale of the Merchandise or to any other aspect of the parties' business relationship, that Vendor provides to Auto Plus comply with all applicable laws and regulations, including without limitation all sections of the Robinson-Patman Act, 15 U.S.C. § 13 (the "Act"). Vendor further represents, warrants, and covenants that, to the extent that any Merchandise price or component thereof, or any payment, allowance, credit, service, facility, or commission, that Vendor provides to Auto Plus differs from that which Vendor provides to any purchaser other than Auto Plus, such difference is justified or otherwise lawful under the Act. Vendor further acknowledges that nothing in this Agreement limits Vendor's right or discretion to offer to any purchaser other than Auto Plus, in connection with such purchaser's purchase of Merchandise or otherwise, any price or component thereof, or any payment, allowance, credit, service, facility, or commission, that Vendor provides to Auto Plus hereunder or otherwise. Vendor agrees that Auto Plus shall be entitled to, at minimum, pricing terms and conditions for the Merchandise included under this Agreement on a most favored nation basis as compared to any other party who purchases (or has purchased) the same or equivalent merchandise from Vendor (i.e., Vendor will provide Auto Plus with no less than the deepest discount Vendor provides to any other party for the same or equivalent merchandise). Should Vendor provide more favorable pricing terms and conditions to any other party during the Term of this Agreement, Vendor will provide written notice to Auto Plus and adjust the Auto Plus' pricing terms and conditions downward to the pricing terms of the other party.

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

**3. Vendor shall provide Auto Plus' Product Manager with no less than 90 days' written notice prior to any proposed price increase.**

**4. Payment.** The date on which payments are due from Auto Plus shall be measured from Auto Plus' receipt of the applicable Merchandise. All allowances and credits shall be remitted to Auto Plus immediately when due. If Vendor fails to remit any credit or allowance to Auto Plus within ten (10) business days from the date due, Auto Plus will invoice Vendor for the amount due. Any credit balance shall be promptly paid to Auto Plus in cash upon request. Auto Plus shall be entitled to set-off any amounts owing at any time from Vendor to Auto Plus against any amounts payable by Auto Plus to Vendor. Auto Plus shall have a right to withhold up to ten (10%) of the then present value of Auto Plus' inventory of Merchandise, against which credits owed to Auto Plus may be taken. In the event that Vendor participates in the supplier confirmed receivables program, additional withholding may be required.

**5. Delivery, Inspection.** Notwithstanding anything in any document to the contrary, the risk of loss with respect to any Merchandise shall not pass to Auto Plus until the Merchandise has been delivered in full conformity with the applicable purchase order and this Vendor Agreement to Auto Plus' designated location.

Time is of the essence with respect to Auto Plus' receipt of Merchandise. All Merchandise shall be subject to inspection and approval by Auto Plus within seven (7) business days after receipt, notwithstanding payment therefore, and may be rejected in whole or in part, as if it had never been accepted, if the Merchandise is not in full compliance herewith. Vendor shall supply, at its sole cost and expense, all materials and labor requested by Auto Plus for the repackaging of any Merchandise deemed by Auto Plus to be unsaleable due to damaged packaging and/or defects with respect to Merchandise Content. The right to reject goods extends to the right to reject goods which are returned by the end user for a reason that Auto Plus would have been entitled to reject. With respect to all Merchandise rightfully rejected by Auto Plus, Vendor shall be charged the greater of 10% of the purchase price or all expenses incurred by Auto Plus in connection therewith, including but not limited to landing and reshipping such goods. Vendor shall not have a right to make a conforming shipment absent express agreement by Auto Plus.

**6. Assurances.** In addition to any other expressed, implied or statutory warranties, Vendor represents, warrants and covenants that: (a) the Merchandise shall be new product, merchantable, and free from defect caused by Vendor; (b) Vendor has the rights as the creator of and/or an authorized distributor of the Merchandise and any related Content, to grant the rights granted to Auto Plus hereunder, and Vendor's distribution of the Merchandise and any related Content to Auto Plus, the marketing, sale, distribution and use of the Merchandise and related Content by Auto Plus, and the use of the Merchandise and any related Content by Auto Plus' customers does not and shall not infringe upon any patent, trademark, trade dress, copyright or other intellectual property rights of any third party; (c) the Merchandise and any related Content may be introduced lawfully into interstate and intrastate commerce, and does and shall conform to any description contained in the purchase order or Vendor's literature or samples; (d) Vendor shall comply with the provisions of all federal, state and local laws and regulations (and those of Puerto Rico) now in effect or hereafter enacted applicable to the Merchandise (and any related Content) and its sale and distribution by vendor (including, but not limited to those relating to volatile organic compound limitations and consumer product restrictions), packaging, labeling and registration, and the use and sale by Auto Plus and its customers of the Merchandise and any related Content shall not cause them to be in violation of any such law or regulation (with respect to California's Proposition 65, the Merchandise shall be labeled so that the sale of the Merchandise by Auto Plus, assuming that Auto Plus has posted non-merchandise specific warning signs, shall not cause Auto Plus to be in violation of Proposition 65); (e) all of the information provided by Vendor to Auto Plus with respect to the Merchandise and any related Content shall be true and correct, and sufficient substantiation shall exist for the same for Auto Plus to publish and use the same in compliance with the provisions of all federal, state and local laws and regulations (and those of Puerto Rico) now in effect or hereafter enacted; (f) Vendor shall comply with the equal opportunity requirements set forth in 41 CFR 60-1.4, 60-250.40 and 60-741.5, as amended (which are incorporated herein), while supplying Merchandise and any related Content to Auto Plus; (g) Vendor shall conduct an annual Merchandise line review and remove for full credit all Merchandise that has been discontinued by Vendor or has become obsolete or no longer appears in Vendor's catalog; and (h) Vendor shall comply with all of the requirements set forth in Auto Plus Bar Code Compliance Manual supplied to Vendor from time to time. Without placing any limitations on the foregoing, Vendor specifically acknowledges and agrees that Auto Plus will only accept Merchandise that is below any applicable emission standard and contains a percentage of volatile organic compounds or any other ingredients or constituents that are below the applicable limits, and that if Auto Plus discovers that any Merchandise which exceeds such applicable limits (Non-Compliant Merchandise) has been delivered to Auto Plus, Auto Plus will immediately discontinue the sale of the Non-Compliant Merchandise, and all costs and expenses related to such discontinuance shall be borne by

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

Vendor. Vendor shall notify Auto Plus in writing within 10 days of execution hereof of any jurisdiction in which Merchandise is Non-Compliant Merchandise, and shall further notify Auto Plus in writing within 10 days of becoming aware of any additional jurisdictions in which the Merchandise becomes Non-Compliant Merchandise or in which new or amended regulatory requirements exist.

In addition to the foregoing, Vendor further represents, warrants and covenants that (i) Any Merchandise sold to Auto Plus by the Vendor which is subject to regulation under the Clean Air Act ("CAA"), does not have the effect of bypassing, defeating or rendering inoperative any emissions-control device, (ii) any Merchandise sold to Auto Plus by the Vendor which is regulated as a Replacement Part under the CAA and/or Regulations enforced by the Environmental Protection Agency is functionally identical to the equivalent OEM part which it is replacing, or if the product is modified or is an add on part affecting emissions, emissions testing as required under the CAA has been completed and the Merchandise does not effect emissions; (iii) all Merchandise sold to Auto Plus by the Vendor which is subject to regulation by the California ARB ("California Merchandise") is either (a) a Replacement Part as that term is defined by the statutes and regulations enforced by the California ARB (or any other state which has adopted the ARB standards) and therefore meets the original factory specifications for the equivalent OEM or (b) is a Legal Add-On or Modified Part as such terms are defined by the statutes and regulations enforced by the California ARB (or any other state which has adopted the ARB standards that has been granted an exemption and is subject to an Executive Order issued by the California ARB.

Vendor is not responsible or liable for claims by the State of California for product that is properly labeled and marked as not compliant with California ARB, and which Vendor has separately advised the Auto Plus category manager that such particular product is not compliant with California ARB, which Vendor delivered to a location outside the State of California that Auto Plus then transferred to a location with the State of California.

7. **Insurance.** Vendor represents and warrants that as of the date hereof, and at all times while it is supplying merchandise to Auto Plus, and for (5) years after Auto Plus last purchases from Vendor, it shall continue to maintain the following coverage:

**Commercial General Liability - Minimum Liability Limits:**

\$5,000,000 Each Occurrence.  
\$10,000,000 Aggregate.  
\$5,000,000 Products and Completed/Operations..

Coverage to include: Bodily Injury (including Death), Property Damage, Personal Injury and Advertising Injury, Products/Completed Operations, Blanket Contractual Liability, Independent Contractors

**Business Automobile Liability – Minimum Liability Limits:**

\$1,000,000 Combined Single Limit.  
Coverage Applies to Owned Autos, Non-Owned Autos and Hired Autos.

**Worker's Compensation – Minimum Liability Limits:**

State:	Statutory
Applicable Federal:	Statutory
Employer's Liability:	
	Bodily Injury by Accident: \$1,000,000 per occurrence
	Bodily Injury by Disease: \$1,000,000 policy limit
	Bodily Injury by Disease: \$1,000,000 each employee

These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_

All policies shall contain a waiver of subrogation or waiver of Right of Recovery from Others. Vendors Insurance is primary and non-contributory. AUTO PLUS, its Directors, Officers and Employees must be named as Additional Insureds as Respects the Commercial General Liability and Business Automobile Liability Coverages. **For sake of clarity, the policies shall state as follows: "IEH Auto Parts LLC dba Auto Plus and all affiliates, Directors, Officers and Employees are to be named as Additional Insureds. Policies are to contain a Waiver of Subrogation or Waiver of Right of Recovery and policy is to be primary and non-contributory."** Insurance company must have an A.M. Best Rating of at least A- VIII VII or better and be organized and existing under the laws of a state of the United States, and **policy must state that the insurance cannot be canceled or materially modified without 30 days prior notice to Auto Plus.**

A Certificate of Insurance evidencing the above coverage and a copy of the Vendors Endorsement and/or Additional Insured Endorsement must be attached to this Agreement and a replacement must be provided at least 30 days prior to the expiration of coverage.

**8. Indemnification.** Vendor shall indemnify, defend and hold harmless Auto Plus, its affiliates, and their respective officers, directors, agents and employees, from and against any and all claims, liabilities and expenses (including attorneys' fees and costs, increased and/or punitive awards) which result in whole or in part from any actual or alleged defect in any Merchandise (latent or patent) and/or the failure of the Merchandise to comply with the Assurances paragraph set forth above or any other express, implied or statutory warranties, whether or not any demand for payment is made to Vendor and/or any lawsuit is actually filed against Auto Plus. Without limiting Vendor's indemnification obligations, in no event shall either party be liable to the other for any special, consequential, indirect, incidental or punitive damages, including, without limitation, lost profits or lost revenues, even if advised of the possibility of such damages.

**9. Default.** Failure of Vendor to comply with any provision of this Agreement or any assurance, guaranty or warranty herein shall be considered an event of default of this Agreement. In addition to any other remedies at law or in equity or as otherwise set forth herein, upon an event of default, Auto Plus shall be entitled to (i) cancel all or any part of an order without notice, even after shipment of Merchandise; or (ii) reject of all or any part of a shipment and return or hold goods at Vendor's cost and expense.

**10. Private Label Products.** If any of the Merchandise is a private labelled product, the provisions of this Section 10 shall apply thereto. If Auto Plus: (a) provides any Trademarks (as defined below), specifications, designs documentation and/or any other materials to Vendor, and/or (b) Vendor creates Content for Auto Plus pursuant to this Vendor Agreement, in either such case Auto Plus shall be and shall remain the owner of all right, title and interest in and to all items provided by Auto Plus and all Content created by Vendor hereunder, including, but not limited to any and all trademarks, trade dress, copyrights or other intellectual property (collectively the "Trademarks") throughout the world, and any and all rights in any Trademark occasioned by the use of that mark or other intellectual property in connection with the Merchandise or other products and Content supplied or produced by Vendor shall inure solely to Auto Plus. To the extent that Vendor creates Merchandise for Auto Plus pursuant to this Vendor Agreement, the Content and Trademarks arising therefrom or relating thereto shall be Auto Plus' sole and exclusive property and to the extent applicable, a work made for hire (as that term is used in Section 101 of the United States Copyright Act, 17 USC Section 101, or analogous provisions under other applicable laws) and that regardless of whether such Content is a work made for hire, all intellectual property right in and to such Content is hereby assigned to and vests in Auto Plus on the date such Content is created, conceived, reduced to practice, actually or constructively, or reduced to a tangible medium of expression, whichever occurs first. If, under applicable law, all intellectual property rights in the Content do not vest in Auto Plus, Vendor hereby irrevocably transfers, conveys and assigns in perpetuity to Auto Plus any and all present and future intellectual property rights that Vendor may have in or to the Content and irrevocably waives all moral rights in, and all other intellectual property rights to, the Content. At Auto Plus' request, Vendor shall execute further such assignments and other documents as reasonably required to vest ownership of the Trademarks and Content in Auto Plus. Auto Plus grants vendor a limited, revocable, nontransferable license to use the Trademarks for the limited purposes set forth herein. Vendor represents, warrants and covenants that: (a) the Trademarks shall only be applied to labels and packaging for products sold or supplied exclusively to Auto Plus; (b) Vendor shall not apply any Trademark to, or sell, ship, or transfer to any person other than Auto Plus, anywhere in the world, any product bearing a Trademark or any colorable imitation thereof; and (c) Vendor shall not contest, before any governmental agency or unit, in any court or proceeding, or otherwise, the sole and exclusive ownership of all right, title and interest in and to the Trademarks in Auto Plus, and/or the validity thereof, and expressly waives any claim to any right, title or interest, anywhere in the world, to the Trademarks. Auto Plus shall indemnify,

DCS Vendor No: \_\_\_\_\_, Agreement No: \_\_\_\_\_


defend and hold harmless Vendor from and against any and all claims, liabilities and expenses (including attorney's fees and costs, increased and/or punitive awards) which result from a claim by any party other than Vendor, its related companies or customers, arising out of the use of the Trademarks for Merchandise in accordance with this Agreement.

**11. Confidentiality.** Vendor acknowledges that all transactions in furtherance of this Agreement and that terms of this Agreement and any other agreement with Auto Plus are confidential and shall not be disclosed. The Parties to this Agreement shall not show, publish or disclose to any third party (other than agents, accountants and attorneys who have a need to know such information) the existence of this Agreement or any of its terms. The Parties to this Agreement shall limit internal distribution of this Agreement within its organization to those individuals whose duties justify the need to know such information. The obligation to preserve the existence of this Agreement and its terms shall survive and not expire with the termination of this Agreement. A party may disclose this Agreement as required by a valid order issued by a court or administrative agency or by applicable law provided that the disclosing party shall provide prompt notice of the request so that the other party may seek an appropriate protective order

**12. Force Majeure.** Events of Force Majeure shall include, but not be limited to: Fires, floods, war, strikes, lockouts, labor disputes, acts of God, accidents to machinery, delays or defaults of common carriers, orders, decrees, or judgments of any court, or any other contingency beyond the control of Vendor or Auto Plus, whether related or unrelated, or similar or dissimilar to any of the above, shall be sufficient excuse for any resulting delays in compliance with this Agreement and neither party shall be liable for damages to the other or to service centers and part stores on account of any delay, provided such party promptly notifies the other party in writing of the delay and thereafter uses its best efforts to remove the effects of such circumstance. If the affected party of the Force Majeure is Vendor and the period of such Force Majeure Event lasts longer than fifteen (15) calendar days then Auto Plus may elect to terminate this Agreement without penalty, liability or further obligation immediately upon notice of such termination to the Vendor or purchase the Merchandise from other suppliers/vendors, in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Auto Plus and Vendor hereunder shall be reduced accordingly. If the party affected by the Force Majeure is Vendor, then Vendor shall allocate its supply of the Merchandise so that the percentage reduction in Vendor's supply of Merchandise to Auto Plus is no greater than the overall percentage reduction in total quantity of the Merchandise Vendor has suffered as a result of the Force Majeure Event.

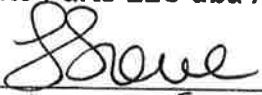
**13. Miscellaneous.** "Auto Plus" includes Auto Plus and its subsidiaries and affiliates. Vendor's obligations to Auto Plus are of a personal nature, and are not assignable without the prior written consent of Auto Plus and any attempted assignment without such consent shall be considered null and void. Auto Plus may assign this Vendor Agreement and the applicable Purchase Order to a successor to all or part of Auto Plus' business, whether by sale of assets, merger or otherwise. This Vendor Agreement and any applicable purchase orders shall be governed by and construed in accordance with the laws of the New York. Vendor agrees that the federal and state courts located in New York shall have the exclusive jurisdiction and venue over any claims or disputes between the parties. BOTH PARTIES HERETO EXPRESSLY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION THEREWITH.

**Vendor Name**



Name: TODD JOERGENUO  
Title: PRESIDENT

**IEH Auto Parts LLC dba Auto Plus,**



By: \_\_\_\_\_  
Name: Laura Soare  
Title: EW



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

---

In re:	) Chapter 11
	)
IEH AUTO PARTS HOLDING LLC, et al. <sup>1</sup>	) Case No. 23-90054
	)
Debtors.	) (Jointly Administered)

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**NOTICE OF RECLAMATION DEMAND BY BBB INDUSTRIES, LLC**

**PLEASE TAKE NOTICE** that on February 16, 2023, under 11 U.S.C. §§ 503 and 546, Uniform Commercial Code Section 2-702, and applicable non-bankruptcy law, including, but not limited to, Section 2.702 of the Texas Business & Commerce Code, BBB Industries, LLC (“BBB”), by and through its undersigned counsel, served its written reclamation demand (the “Demand”) for the subject goods upon the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) via Federal Express overnight mail, and served the Demand to Jackson Walker LLP, counsel to Debtors (“Debtors’ Counsel”), via electronic mail and Federal Express overnight mail. A copy of the written Demand is attached to this Notice and incorporated herein by reference as **Exhibit A**. The total value of the goods for which BBB seeks reclamation is not less than \$2,762,876.63.

**PLEASE TAKE FURTHER NOTICE** that BBB provides formal notice to all parties in interest in the above-captioned cases of BBB’s reclamation claims under, inter alia, section 546(c)

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<sup>1</sup>A complete list of each of the Debtors in these chapter 11 cases may be obtained from the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/autoplus>. The location of Debtor IEH Auto Parts Holding LLC’s principal place of business and Debtors’ service address in these chapter 11 cases is 112 Townpark Drive NW, Suite 300, Kennesaw, GA 30144.

of the Bankruptcy Code and Section 2-702 of the Uniform Commercial Code, as made applicable by the state law equivalent, for the reclamation of goods sold by BBB on credit to Debtors.

**PLEASE TAKE FURTHER NOTICE** that BBB hereby provides formal notice to all parties in interest that this notice is provided to perfect BBB's security interest in the goods subject to BBB's Demand under section 546(b)(2) of the Bankruptcy Code.

**PLEASE TAKE FURTHER NOTICE** that, as set forth in the demand, BBB reserves all rights under the Bankruptcy Code, including without limitation, all rights under section 503(b)(9) thereof with respect to any of the goods identified in the Demand that were delivered to Debtors within 20 days of the petition date, and its right to amend this Notice.

Respectfully Submitted,

ANDREWS MYERS P.C.

/s/ T. Josh Judd

T. JOSH JUDD

SBN: 24036866

1885 Saint James Place, 15<sup>th</sup> Floor

Houston, TX 77056

Tel: 713-850-4200

Fax: 713-850-4211

[jjudd@andrewsmyers.com](mailto:jjudd@andrewsmyers.com)

**LOCAL COUNSEL FOR BBB INDUSTRIES,  
LLC**

LEWIS RICE LLC

John J. Hall

Lewis Rice LLC

600 Washington Ave., Suite 2500

St. Louis, MO 63101

Telephone: 314-444-7600

Facsimile: 314-612-7660

[jhall@lewisrice.com](mailto:jhall@lewisrice.com)

**COUNSEL FOR BBB INDUSTRIES, LLC**

**CERTIFICATE OF SERVICE**

I hereby certify that on February 17, 2023, a true and correct copy of the foregoing was filed and served electronically via the Court's CM/ECF System upon the Debtors, the Office of the United States Trustee, and those who are registered to receive electronic notice.

/s/ T. Josh Judd  
T. Josh Judd

**LEWIS RICE**<sub>LLC</sub>

John J. Hall

jhall@lewisrice.com  
314.444.7635 (direct)  
314.612.7635 (fax)

Attorneys at Law

600 Washington Avenue  
Suite 2500  
St. Louis, Missouri 63101  
www.lewisrice.com

February 16, 2023

VIA: FEDERAL EXPRESS & E-MAIL

Matthew D. Cavanaugh  
Veronica A. Polnick  
Vienna Anaya  
Emily Meraia  
Jackson Walker LLP  
1401 McKinney Street, Suite 1900  
Houston, TX 77010

IEH Auto Parts Holding LLC  
112 Townpark Drive NW  
Suite 300  
Kennesaw, GA 30144

**RE: Reclamation Demand of BBB Industries, LLC**  
***In re IEH Auto Parts Holding LLC, et al., Case No. 23-90054(CML)***

To Whom It May Concern:

We represent BBB Industries, LLC (“BBB”), a supplier to IEH Auto Parts LLC and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) regarding goods that have been delivered to Debtors from December 17, 2022 through January 31, 2023. We understand that Debtors filed petitions for relief under chapter 11 of the United States Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas on or about January 31, 2023.

Given the volume of the documents needed to identify the goods subject to reclamation rights (the “Reclamation Goods”) and to show proof of delivery, we ask that the Debtors accept a summary of the invoices identifying the Reclamation Goods. If you need additional documents, we welcome your inquiry and requests.

Demand is hereby made upon the Debtors under Section 2-702 of the applicable state Uniform Commercial Code and Section 546(c) of the United States Bankruptcy Code, and by virtue of the Debtors’ insolvency, for the return of all goods received during the periods referred to in the above-cited statutes. Attached to this demand is a summary of the invoices relating to the various goods that have been supplied by BBB to, and received by, Debtors from December 17, 2022 through January 31, 2023. These invoices include, but are not necessarily limited to,

LEWIS RICE<sub>LLC</sub>

February 10, 2023  
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the goods that are subject to this reclamation demand under 11 U.S.C. § 546(c) and Section 2-702 of the applicable state Uniform Commercial Code. The total value of the goods to be reclaimed is approximately \$2,762,876.63. BBB reserves its right to revise the reclamation claim as appropriate to reflect the exact amount of goods received by Debtors within the applicable time periods for reclamation.

Proof of delivery of the goods subject to reclamation is not included with this letter. If you need to see any proof of delivery, please contact me.

We request that you advise the undersigned when and where BBB can make reclamation of the subject property.

In light of Debtors' recent bankruptcy filings, you are further notified that all goods subject to BBB's right of reclamation must be protected and segregated by Debtors and must not be used for any purpose whatsoever except those specifically authorized following notice and a hearing by the bankruptcy court. BBB demands an immediate accounting and inventory report from Debtors of all goods subject to reclamation under this reclamation demand. Please send a copy of the accounting and inventory report to me as BBB's counsel and to BBB at:

BBB Industries, LLC  
29627 Renaissance Blvd  
Daphne, Alabama 36526  
Attn: Steven B. Mesarick

By making this reclamation demand, BBB does not intend and will not be deemed to have waived any rights, remedies or defenses in connection with the above-referenced bankruptcy cases or of any of BBB's rights to assert claims against Debtors, including but not limited to: (i) the right to assert proofs of claim for any unpaid prepetition amounts; (ii) the right to assert that BBB is entitled to an administrative expense claim, including a claim arising under section 503(b)(9) of the Bankruptcy Code; (iii) BBB's rights and defenses with regard to any orders entered into in the chapter 11 cases of Debtors for the treatment of certain critical and/or non-critical priority trade vendors; (iv) the right to assert that certain of the Reclamation Goods were delivered to Debtors on a post-petition basis such that BBB is entitled to payment of those Reclamation Goods in the ordinary course of business as an administrative expense claim under section 503(b)(1)(A) of the Bankruptcy Code; and (v) BBB's right to set off any amounts that it may owe to Debtors against any amounts that Debtors may owe to BBB. Subject to further diligence and without waiving any rights under Section 546(c) of the Bankruptcy Code, BBB intends to file a proof of claim for any unpaid prepetition amounts and to assert an administrative expense claim for some or all of the amounts owed under section 503(b)(9) of the Bankruptcy Code.

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Code. BBB reserves the right to further amend or supplement this reclamation demand by providing additional evidence in support of this demand.

If you have any questions regarding this matter, please feel free to contact me at your convenience.

Very truly yours,



John J. Hall

JJH:jmr

cc: Jackson Walker LLP  
Matthew D. Cavanaugh  
Veronica A. Polnick  
Vienna Anaya  
Emily Meraia  
1401 McKinney Street, Suite 1900  
Houston, TX 77010

BBB AR Statements Report

Run Date: 02/01/2023	Customer No.	Customer Name	Address	City/State	Ship to #	Trans.	Invoice/Shipping Date	Description	AFAP Order Number	Case	Unit	Orig Amount	Balance
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516020	10/19/2022	Invoice	8111449492 CB	0		14,450.00	14,450.00
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516021	10/19/2022	Invoice	8111449490 CB	0		2,129.56	2,129.56
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516022	10/19/2022	Invoice	8111449488 CB	0		24.00	24.00
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516023	12/19/2022	Invoice	8111449493 CB	0		7,430.35	7,430.35
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516024	10/19/2022	Invoice	8111467883 CB	0		622.80	622.80
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516025	10/19/2022	Invoice	8111467885 CB	0		6,257.39	6,257.39
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516026	10/19/2022	Invoice	8111467887 CB	0		756.25	756.25
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516027	10/19/2022	Invoice	8111467889 CB	0		11,050.29	11,050.29
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516028	10/19/2022	Invoice	8111467891 CB	0		12,641.00	12,641.00
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516029	10/19/2022	Invoice	8111467893 CB	0		10,789.00	10,789.00
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516030	10/19/2022	Invoice	8111467895 CB	0		26,158.17	26,158.17
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516031	10/19/2022	Invoice	8111467897 CB	0		8,196.57	8,196.57
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516032	10/19/2022	Invoice	8111467899 CB	0		5,609.77	5,609.77
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516033	10/19/2022	Invoice	8111467901 CB	0		28,844.22	28,844.22
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516034	12/19/2022	Invoice	8111467903 CB	0		10,227.65	10,227.65
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516035	10/19/2022	Invoice	8111467905 CB	0		8,620.54	8,620.54
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516036	10/19/2022	Invoice	8111467907 CB	0		15,344.00	15,344.00
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516037	10/19/2022	Invoice	8111467909 CB	0		36,532.26	36,532.26
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516038	10/19/2022	Invoice	8111467911 CB	0		794.00	794.00
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516039	12/19/2022	Invoice	8111467913 CB	0		871.40	871.40
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516040	12/19/2022	Invoice	8111467915 CB	0		1,814.36	1,814.36
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516041	12/19/2022	Invoice	8111467917 CB	0		13,007.67	13,007.67
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516042	10/19/2022	Invoice	8111467919 CB	0		24,344.14	24,344.14
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516043	10/19/2022	Invoice	8111467921 CB	0		8,699.79	8,699.79
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516044	10/19/2022	Invoice	8111467923 CB	0		30,061.54	30,061.54
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516045	10/19/2022	Invoice	8111467925 CB	0		13,468.06	13,468.06
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516046	10/19/2022	Invoice	8111467927 CB	0		159.29	159.29
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516047	10/19/2022	Invoice	8111467929 CB	0		23,736.09	23,736.09
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516048	10/19/2022	Invoice	8111467931 CB	0		252.64	252.64
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516049	10/19/2022	Invoice	8111467933 CB	0		11,789.15	11,789.15
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516050	10/19/2022	Invoice	8111467935 CB	0		31,090.01	31,090.01
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516051	10/19/2022	Invoice	8111467937 CB	0		29,427.00	29,427.00
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516052	10/19/2022	Invoice	8111467939 CB	0		111.47	111.47
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516053	10/19/2022	Invoice	8111467941 CB	0		1,455.84	1,455.84
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516054	10/19/2022	Invoice	8111467943 CB	0		17,323.50	17,323.50
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516055	10/19/2022	Invoice	8111467945 CB	0		66.90	66.90
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516056	10/19/2022	Invoice	8111467947 CB	0		327.00	327.00
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516057	10/19/2022	Invoice	8111467949 CB	0		187.90	187.90
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516058	12/19/2022	Invoice	8111467951 CB	0		29,131.00	29,131.00
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516059	12/19/2022	Invoice	8111467953 CB	0		187.38	187.38
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516060	10/19/2022	Invoice	8111467955 CB	0		56.39	56.39
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516061	10/19/2022	Invoice	8111467957 CB	0		879.14	879.14
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516062	10/19/2022	Invoice	8111467959 CB	0		1,354.58	1,354.58
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516063	10/19/2022	Invoice	8111467961 CB	0		654.77	654.77
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516064	10/19/2022	Invoice	8111467963 CB	0		443.38	443.38
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516065	10/19/2022	Invoice	8111467965 CB	0		7,367.10	7,367.10
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516066	10/19/2022	Invoice	8111467967 CB	0		256.67	256.67
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516067	10/19/2022	Invoice	8111467969 CB	0		398.20	398.20
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516068	10/19/2022	Invoice	8111467971 CB	0		607.50	607.50
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516069	10/19/2022	Invoice	8111467973 CB	0		524.82	524.82
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516070	10/19/2022	Invoice	8111467975 CB	0		5,248.57	5,248.57
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516071	10/19/2022	Invoice	8111467977 CB	0		109.13	109.13
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516072	10/19/2022	Invoice	8111467979 CB	0		47.47	47.47
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516073	10/19/2022	Invoice	8111467981 CB	0		2,208.13	2,208.13
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516074	10/19/2022	Invoice	8111467983 CB	0		12,224.68	12,224.68
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516075	10/19/2022	Invoice	8111467985 CB	0		2,079.10	2,079.10
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516076	10/19/2022	Invoice	8111467987 CB	0		137.81	137.81
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516077	10/19/2022	Invoice	8111467989 CB	0		61.94	61.94
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516078	10/19/2022	Invoice	8111467991 CB	0		18,229.40	18,229.40
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516079	10/19/2022	Invoice	8111467993 CB	0		28,825.40	28,825.40
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516080	10/19/2022	Invoice	8111467995 CB	0		415.57	415.57
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516081	10/19/2022	Invoice	8111467997 CB	0		262.96	262.96
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516082	10/19/2022	Invoice	8111467999 CB	0		443.92	443.92
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516083	10/19/2022	Invoice	8111468001 CB	0		836.00	836.00
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516084	10/19/2022	Invoice	8111468003 CB	0		1,031.90	1,031.90
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516085	10/19/2022	Invoice	8111468005 CB	0		765.28	765.28
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516086	10/19/2022	Invoice	8111468007 CB	0		137.34	137.34
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516087	10/19/2022	Invoice	8111468009 CB	0		117.52	117.52
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	02187	1516088	10/19/2022	Invoice	8111468011 CB	0		536.90	536.90
	02187	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AV										

6016	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	153969	12/27/2022	Invoice	67-2928	278	471.35	248.33	719.68	
6019	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	153974	12/27/2022	Invoice		88	123.18	217.16	340.34	
6036	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR036	157098	12/27/2022	Invoice	D6017307		87.27	117.37	204.64	
6039	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR071	153643	12/27/2022	Invoice	401300-8149		474.21	474.21	948.42	
6040	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER047	153589	12/27/2022	Invoice		421600339	371	557.78	931.28	1359.06
6043	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER047	153558	12/27/2022	Invoice	63469333	1,823.55	2,116.89	1,543.04	3,660.00	
6048	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	153687	12/27/2022	Invoice	19-41828		482.87	452.87	935.74	
6050	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	153667	12/27/2022	Invoice	16-49554		794.80	786.01	1580.81	
6051	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	153664	12/27/2022	Invoice	10-36787		183.58	283.58	467.16	
6058	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	153663	12/27/2022	Invoice	17-27933		304.01	304.81	608.82	
6059	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	153638	12/27/2022	Invoice	16-55444		387.39	382.99	770.38	
6060	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	153661	12/27/2022	Invoice	18-12581		358.06	358.06	716.12	
6061	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	153648	12/27/2022	Invoice	17-29079		718.18	718.18	1436.36	
6063	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER043	153706	12/27/2022	Invoice	M41028605	80	82.31	290.11	372.42	
6066	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR048	152677	12/27/2022	Invoice	6A-0591-1220		6,892.53	8,022.53	14,915.06	
6067	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR047	152653	12/27/2022	Invoice	628608339		1,792.79	1,792.79	3,585.58	
6068	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR043	152901	12/28/2022	Invoice	661306179	49	2.9	7.9	10.8	
6071	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER071	153664	12/28/2022	Invoice	4543276	80	62.25	128.33	190.58	
6073	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	152799	12/28/2022	Invoice	529502		68.77	68.77	137.54	
6074	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR043	153118	12/27/2022	Invoice	M41028605		56.5	96.5	153	
6076	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR036	153118	12/27/2022	Invoice	6424143		180.02	181.04	361.06	
6083	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER043	153584	12/29/2022	Invoice	M43729226	24	57.52	23.52	81.04	
6084	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR043	153553	1/1/2023	Invoice	19115556355		136.53	138.43	274.96	
6085	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	153263	1/1/2023	Invoice	83-16857	180	282.83	897.83	1,180.66	
6086	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	153256	1/1/2023	Invoice	81-43051	730.73	569.40	1,840.13	2,370.26	
6088	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	153258	1/1/2023	Invoice	86-18560	162	188.43	331.43	419.86	
6089	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	153258	1/1/2023	Invoice	84-74017	225.89	361.01	692.2	878.09	
6090	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	153383	1/1/2023	Invoice	87-39403	432.83	572.55	1,040.57	1,363.4	
6094	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR054	153764	1/1/2023	Invoice	4188830		137.67	261.69	399.36	
6096	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	153723	1/1/2023	Invoice	938807		105.85	105.85	211.70	
6098	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	153329	1/1/2023	Invoice	929611		109.27	109.27	218.54	
6099	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	153326	1/1/2023	Invoice	197119		188.48	188.48	376.96	
6100	AUTO BULK AUTO PARTS	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER043	153256	1/1/2023	Invoice	641200750		2,578.88	2,938.88	5,877.76	
6102	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	153993	1/1/2023	Invoice	4218860-29943	388	892.84	1,480.84	1,873.68	
6106	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR056	153521	1/1/2023	Invoice	4025818-060		124.40	134.40	268.80	
6108	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR056	153688	1/1/2023	Invoice	26748		255.76	312.76	468.52	
6109	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR071	153789	1/1/2023	Invoice	618977-52		127.91	127.91	255.82	
6109	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR060	153350	1/1/2023	Invoice	30248		294.56	275.08	569.64	
6110	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	153994	1/1/2023	Invoice	8218800-28845		4,629.31	4,609.31	9,238.62	
6127	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR043	153610	1/1/2023	Invoice	4032509-09450		127.87	183.87	251.74	
6141	AUTO BULK AUTO PARTS	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER043	153388	1/1/2023	Invoice	641300235	2,027.43	2,477.61	4,955.22	6,982.44	
6142	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	153896	1/1/2023	Invoice	67-28448	393	856.58	1,918.58	2,575.16	
6143	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	153865	1/1/2023	Invoice	81-4088	292	411.24	763.24	1,074.48	
6144	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	153811	1/1/2023	Invoice	81-29078	874	939.75	1,881.75	2,521.5	
6145	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	153815	1/1/2023	Invoice	83-40370	108	216.55	483.55	600.1	
6146	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR040	153944	1/1/2023	Invoice	AS-VA-ENTRE		118.8	146.8	265.6	
6147	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR070	153824	1/1/2023	Invoice	655407115		138.07	138.07	276.14	
6150	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR038	153927	1/1/2023	Invoice	8359710		174.80	262.80	437.60	
6150	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR046	153983	1/1/2023	Invoice	800596-1103		72.83	102.83	175.66	
6168	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER048	153958	1/1/2023	Invoice	821558-3100	40	51.16	129.16	180.32	
6169	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	153838	1/1/2023	Invoice	85-3167		657.84	167.84	825.68	
6170	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	154035	1/1/2023	Invoice	833893		1,328.93	1,328.93	2,657.86	
6171	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	154018	1/1/2023	Invoice	81-28780		1,516.22	1,519.22	3,035.44	
6180	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	154038	1/1/2023	Invoice	87-29096		717.54	727.54	1,455.08	
6181	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	154038	1/1/2023	Invoice	85-27796		283.05	283.05	566.10	
6182	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	154039	1/1/2023	Invoice	81-41731		1,181.99	1,181.99	2,363.98	
6183	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR018	154044	1/1/2023	Invoice	9285		31.32	61.32	122.64	
6189	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR039	154071	1/1/2023	Invoice	8216023-ROBERT		56.72	56.72	113.44	
6193	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR043	154213	1/1/2023	Invoice	654357823		32,372.88	32,372.88	64,745.76	
6200	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER072	154214	1/1/2023	Invoice	827052439	18,388.88	19,874.63	34,162.63	53,545.26	
6201	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER076	154228	1/1/2023	Invoice	821052439	7,111.19	6,559.67	17,071.81	24,183.00	
6202	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	154248	1/1/2023	Invoice	19-38546		147.81	481.54	629.35	
6203	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	154248	1/1/2023	Invoice	19-32244		243.80	298.99	542.79	
6232	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	154238	1/1/2023	Invoice	18-49616		143.59	34	177.59	
6233	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	154221	1/1/2023	Invoice	19-41271		562.80	1,176.14	1,738.94	
6234	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	154245	1/1/2023	Invoice	12-28160		277.7	631.99	909.69	
6235	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	154259	1/1/2023	Invoice	16-13677		109.80	484.80	594.60	
6236	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	154231	1/1/2023	Invoice	17-29275		779.2	1,680.93	2,460.13	
6238	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER018	154228	1/1/2023	Invoice	821852439	16,407.60	22,389.87	31,794.67	48,184.54	
6239	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	AR043	154213	1/1/2023	Invoice	8271051388		47,215.67	47,215.67	94,431.34	
6240	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER047	154219	1/1/2023	Invoice	11942		51.21	782.21	833.42	
6241	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER047	154218	1/1/2023	Invoice	16441		1,114.50	1,283.52	2,498.02	
6242	HEM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	ER047	154222	1/1/2023	Invoice	11878		855	1,381.17	2,236.17	
6243	HEM AUTO PARTS LLC	3111											





AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	155640	8/16/2023	Invoice	87 28751		1,435.69	1,262.64	3,499.00	3,244.30	
AS26	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS056	155765	8/16/2023	Invoice	DAVID 317		108.41	176.43		176.43	
AS36	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS056	155560	8/16/2023	Invoice	4014730		78.50	108.86		108.86	
AS36	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS094	155545	8/16/2023	Invoice	4026763		58.32	77.56		77.56	
AS47	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS047	155207	8/16/2023	Invoice	P410097-47492	69	126.32	183.23		183.23	
AS49	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS047	155583	8/16/2023	Invoice	P410097-47492	1,151.79	1,138.33	2,470.50		2,470.50	
AS48	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS038	155408	8/16/2023	Invoice	640131		137.64	137.64		137.64	
AS48	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS030	155253	8/16/2023	Invoice	400593-0187		337.83	327.83		327.83	
AS42	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS047	155508	8/16/2023	Invoice	P410097-47492		2,787.31	2,787.31		2,787.31	
AS47	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS077	155224	8/16/2023	Invoice	14520		1,217.40	1,217.65		1,217.65	
AS43	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS047	155750	8/19/2023	Invoice	M40216050		71.87	101.97		101.97	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS038	155672	8/19/2023	Invoice	81 42072	297	460.48	787.04		787.04	
AS16	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	155577	8/19/2023	Invoice	80 29004	272	371.02	644.03		644.03	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS038	155675	8/19/2023	Invoice	025196	89	87.32	76.74		76.74	
AS16	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS038	155654	8/19/2023	Invoice	609361257	67.8	84.92	131.47		131.47	
AS36	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS056	155707	8/19/2023	Invoice	26497519		61.33	61.33		61.33	
AS22	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS072	155721	8/19/2023	Invoice	625662		29.90	49.96		49.96	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS038	155582	8/16/2023	Invoice	81 42372		721.99	871.69		871.69	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS038	155974	8/16/2023	Invoice	85 32172		371.77	871.67		871.67	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS038	155975	8/16/2023	Invoice	84 34018		383.50	531.52		531.52	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS038	155676	8/16/2023	Invoice	87 29475		654.97	858.57		858.57	
AS47	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS077	155743	8/19/2023	Invoice	88 79248		335.18	165.84		165.84	
AS47	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS077	155727	8/19/2023	Invoice	P410378-X08		21.87	55.57		55.57	
AS47	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS083	155096	8/20/2023	Invoice	PH424700		89.87	117.77		117.77	
AS27	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS027	155852	1/20/2023	Invoice		801504920	307.74	187.78		187.78	
AS27	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS031	155912	1/20/2023	Invoice		8054860	124.32	154.23		154.23	
AS27	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS047	155493	1/20/2023	Invoice		19450	809.84	1,804.54		1,804.54	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	155918	1/20/2023	Invoice		97980	82.64	52.56		52.56	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	155825	1/20/2023	Invoice		28314	254.17	354.19		354.19	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	155828	1/20/2023	Invoice		92810	68.48	68.48		68.48	
AS443	AUTO PLUS AUTO PARTS - BRIDGEWATER	AS443	BOWMONT NJ 07005	AS443	155632	2/19/2023	Invoice	441300311		1,753.07	1,741.07		1,741.07	
AS443	AUTO PLUS AUTO PARTS - BRIDGEWATER	AS443	BOWMONT NJ 07005	AS443	155484	1/10/2023	Invoice	441300311		4,611.01	2,234.90		2,234.90	
AS443	AUTO PLUS AUTO PARTS - BRIDGEWATER	AS443	BOWMONT NJ 07005	AS443	155621	1/20/2023	Invoice	441300311		4,043.83	2,084.67		2,084.67	
AS29	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS049	155617	1/20/2023	Invoice	887250		138.01	186.81		186.81	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	155927	1/21/2023	Order Memo	811363305 9100120848-2023	-79,558.84	-8.07	-79,558.84		-79,558.84	
AS24	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS043	155737	1/23/2023	Invoice	116917520		287.88	299.37		299.37	
AS43	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS043	155152	1/23/2023	Invoice	13420279		182.17	182.17		182.17	
AS47	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS077	155477	1/23/2023	Invoice	85062375	82	78.68	150.58		150.58	
AS56	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS066	156208	1/23/2023	Invoice	421399		37.06	62.60		62.60	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	155750	1/23/2023	Invoice	64711275		338.28	208.89		208.89	
AS59	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS055	156233	1/24/2023	Invoice	4208718		69.91	99.51		99.51	
AS47	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS047	156384	1/24/2023	Invoice	P4103078-TRAVIS		197.11	233.11		233.11	
AS49	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS049	156087	1/24/2023	Invoice	411854		369.48	195.48		195.48	
AS29	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS043	156134	1/24/2023	Invoice	60932841		16,318.87	25,318.37		25,318.37	
AS42	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS031	156128	1/24/2023	Invoice	PH4870105		134.28	186.21		186.21	
AS29	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS038	156183	1/24/2023	Invoice	807904950	-3,088.00	4,584.96	2,862.58		2,862.58	
AS70	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS076	156308	1/24/2023	Order Memo	2111641165-8882175780-26-100	-4,512.91	0.00	-4,512.90		-4,512.90	
AS70	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS078	156320	1/24/2023	Credit Memo	8112817281-8650173788-26-100	-8,118.18	0.00	-8,118.19		-8,118.19	
AS71	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS079	156766	1/24/2023	Invoice	678882524	15,871.80	26,226.96	44,183.88		44,183.88	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	156276	1/24/2023	Invoice	OC18061260	8,022.00	13,243.83	21,266.81		21,266.81	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	156200	1/24/2023	Invoice	11 30001	66.34	1,691.03	1,953.83		1,953.83	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	156303	1/24/2023	Invoice	45 56930	471.83	549.94	1,935.68		1,935.68	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	156304	1/24/2023	Invoice	10-2824	303.84	315.68	639.33		639.33	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	156205	1/24/2023	Invoice	14 14397	391.91	335.91	572.39		572.39	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	156201	1/24/2023	Invoice	17 30051	654	335.28	1,419.24		1,419.24	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	156209	1/24/2023	Invoice	18 49789	185.59	184.72	340.71		340.71	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	156219	1/24/2023	Invoice	012606333	11,355.83	18,127.31	25,476.27		25,476.27	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	156206	1/24/2023	Invoice	021904710	23,376.41	30,441.82	54,912.33		54,912.33	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	156203	1/24/2023	Invoice	19 87124	195.83	50.11	568.11		568.11	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	156205	1/24/2023	Invoice	15 83837	165.99	494.62	349.61		349.61	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	156204	1/24/2023	Invoice	16 40720	767.13	814.31	1,473.86		1,473.86	
AS18	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS018	156389	1/24/2023	Invoice	BANW1228	224.79	244.79	244.79		244.79	
AS29	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS043	156268	1/24/2023	Invoice	802748056	7,662.66	10,248.79	17,318.73		17,318.73	
AS27	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS031	156176	1/24/2023	Invoice	8037046166	5,788.00	7,843.97	13,105.87		13,105.87	
AS27	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS037	156379	1/24/2023	Invoice	20722142528	60	87.44	136.44		136.44	
AS27	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS079	156299	1/24/2023	Invoice	107882550		30,462.88	30,462.99		30,462.99	
AS27	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS079	156226	1/24/2023	Invoice	804207655		12,355.04	19,712.04		19,712.04	
AS27	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS047	156409	1/24/2023	Invoice	804207659		21,418.13	24,951.03	46,379.16		46,379.16
AS47	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS047	156207	1/24/2023	Invoice	F4058705 854	2,698.70	3,166.49	5,987.19		5,987.19	
AS47	2EM AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19122	AS047	156208	1/24/2023	Invoice	F4059706 850	267	338.82	813.22		813.22	
AS40	2EM AUTO PARTS LLC													



Customer No.	Customer Name	Address	City/State	Ship to #	Trans.	Date	Description	Reference	Core	Unit	Tax	Charges	Orig Amount.	Balance	notes	additional notes
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1532551	1/3/2023	Invoice	R3-36853	180.07	252.53		0	432.6	432.6	due 4/23	Del 1/12/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1532552	1/3/2023	Invoice	R1-42071	739.71	903.42		0	1,643.13	1,643.13	due 4/23	Del 1/12/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1532555	1/3/2023	Invoice	R6-35560	162	189.63		0	351.63	351.63	due 4/23	Del 1/13/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1532556	1/3/2023	Invoice	R4-34017	329.39	361.81		0	691.2	691.2	due 4/23	Del 1/13/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1532557	1/3/2023	Invoice	R7-29423	652.02	707.55		250	1,609.57	1,609.57	due 4/23	Del 1/13/2023
A10413	AUTO PLUS AUTO PARTS - BINGHAMTON	A10413	BINGHAMTON NY 13905	A10413	1532554	1/3/2023	Invoice	641300296		2,938.86		0	2,938.86	2,938.86	due 7/23	Del 1/12/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1534953	1/4/2023	Invoice	4038800-29945	588	892.04		0	1,480.04	1,480.04	due 4/23	Del 1/16/2023
C10413	AUTO PLUS AUTO PARTS - BINGHAMTON	C10413	BINGHAMTON NY 13905	C10413	1533816	1/4/2023	Invoice	641300297	2,027.47	2,471.68		0	4,499.15	4,499.15	due 4/23	Del 1/12/2023
A8043	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8043	1542116	1/9/2023	Invoice	8043078225		32,732.86		0	32,732.86	32,732.86	due 7/23	Del 1/17/2023
C8071	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8071	1542287	1/9/2023	Invoice	8071052439	14,338.00	19,824.63		0	34,162.63	34,162.63	due 4/23	DEL 01/18/2023
C8071	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8071	1542288	1/9/2023	Invoice	8071052438	7,112.19	9,959.62		0	17,071.81	17,071.81	due 4/23	DEL 01/18/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1542248	1/9/2023	Invoice	r3-36946	347.65	441.56		0	789.21	789.21	due 4/23	Del 1/23/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1542249	1/9/2023	Invoice	r5-32244	245.03	296.49		0	541.52	541.52	due 4/23	Del 1/23/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1542250	1/9/2023	Invoice	r8-49616	243.59	304		0	547.59	547.59	due 4/23	Del 1/23/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1542251	1/9/2023	Invoice	r1-42271	968.93	1,178.34		0	2,147.27	2,147.27	due 4/23	Del 1/23/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1542267	1/9/2023	Invoice	r2-28160	277.7	354.29		0	631.99	631.99	due 4/23	Del 1/23/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1542269	1/9/2023	Invoice	r6-35674	208.68	225.74		0	434.42	434.42	due 4/23	Del 1/23/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1542271	1/9/2023	Invoice	r7-29575	775.2	904.95		0	1,680.15	1,680.15	due 4/23	Del 1/23/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1542281	1/9/2023	Invoice	8018063167	14,407.00	23,347.97		0	37,754.97	37,754.97	due 4/23	DEL 01/24/2023
A8071	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8071	1542115	1/9/2023	Invoice	8071052388		47,215.67		0	47,215.67	47,215.67	due 7/23	Del 1/17/2023
C8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8047	1542210	1/9/2023	Invoice	11879	855	1,381.17		0	2,236.17	2,236.17	due 4/23	DEL 1/16/2023
C8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8047	1542282	1/9/2023	Invoice	8047076827	8,592.08	10,128.72		0	18,720.80	18,720.80	due 4/23	Del 1/13/2023
C8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8047	1542285	1/9/2023	Invoice	8047076828	5,437.00	7,606.15		0	13,043.15	13,043.15	due 4/23	Del 1/13/2023
A8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8018	1542117	1/9/2023	Invoice	8018063118		53,608.88		0	53,608.88	53,608.88	due 7/23	Del 1/19/2023
C8043	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8043	1542283	1/9/2023	Invoice	8043078284	4,766.00	7,412.48		0	12,178.48	12,178.48	due 4/23	DEL 01/17/2023
C8043	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8043	1542286	1/9/2023	Invoice	8043078283	2,127.18	2,421.81		0	4,548.99	4,548.99	due 4/23	DEL 01/17/2023
A8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8047	1542114	1/9/2023	Invoice	8047076773		25,842.59		0	25,842.59	25,842.59	due 7/23	DEL 1/17/2023
A8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8047	1542127	1/9/2023	Invoice	14442		1,225.80		0	1,225.80	1,225.80	due 7/23	Del 1/17/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1544139	1/10/2023	Invoice	r1-42272	321	455.71		0	776.71	776.71	due 4/23	DEL 01/18/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1544161	1/10/2023	Invoice	r7-29576	340	521.05		0	861.05	861.05	due 4/23	DEL 01/18/2023
C8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8047	1544083	1/10/2023	Invoice	F4059700-970	2,367.85	2,780.83		0	5,148.68	5,148.68	due 4/23	DEL 01/20/2023
C8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8047	1544084	1/10/2023	Invoice	F4059700-970	649	1,185.66		0	1,834.66	1,834.66	due 4/23	DEL 01/20/2023
C8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8047	1544167	1/10/2023	Invoice	F4059700-984	1,414.06	1,845.75		0	3,259.81	3,259.81	due 4/23	DEL 01/20/2023
C8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8047	1544168	1/10/2023	Invoice	F4059700-984	263	467.06		0	730.06	730.06	due 4/23	DEL 01/20/2023
A8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8018	1544138	1/10/2023	Invoice	r1-42273		1,374.41		0	1,374.41	1,374.41	due 7/23	DEL 01/18/2023
A8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8018	1544140	1/10/2023	Invoice	r5-32245		361.39		0	361.39	361.39	due 7/23	DEL 01/18/2023
A8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8018	1544157	1/10/2023	Invoice	r2-28162		507.38		0	507.38	507.38	due 7/23	DEL 01/18/2023

A8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8018	1544158	1/10/2023	Invoice	r6-35676		414.97		0	414.97	414.97	due 7/23	DEL 01/18/2023
A8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8018	1544162	1/10/2023	Invoice	r7-29577		1,278.74		0	1,278.74	1,278.74	due 7/23	DEL 01/18/2023
A8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8018	1544165	1/10/2023	Invoice	r4-34142		310.79		0	310.79	310.79	due 7/23	DEL 01/18/2023
C8043	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8043	1543292	1/10/2023	Invoice	8043078283	17,630.03	21,583.54		0	39,213.57	39,213.57	due 4/23	DEL01/23/2023
A8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8047	1544070	1/10/2023	Invoice	F4059700-970		2,689.37		0	2,689.37	2,689.37	due 7/23	DEL 01/20/2023
A8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8047	1544169	1/10/2023	Invoice	F4059700-984		2,389.60		0	2,389.60	2,389.60	due 7/23	DEL 01/20/2023
C8037	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8037	1546413	1/11/2023	Invoice	40777306580	468.01	546.25		0	1,014.26	1,014.26	due 4/23	DEL 01/19/2023
C8037	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8037	1546414	1/11/2023	Invoice	40777306580	359	556.1		0	915.1	915.1	due 4/23	DEL 01/19/2023
A8037	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8037	1546415	1/11/2023	Invoice	40777306580		1,391.08		0	1,391.08	1,391.08	due 7/23	DEL 01/19/2023
A8027	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8027	1550820	1/16/2023	Invoice	8027047967		26,640.32		0	26,640.32	26,640.32	due 7/23	DEL 01/25/2023
A8054	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8054	1550837	1/16/2023	Invoice	PO2955		2,225.10		0	2,225.10	2,225.10	due 7/23	DEL 1/20/2023
A8037	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8037	1550818	1/16/2023	Invoice	8037048103		21,059.40		0	21,059.40	21,059.40	due 7/23	DEL 01/23/2023
A8070	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8070	1550821	1/16/2023	Invoice	8070049497		31,406.09		0	31,406.09	31,406.09	due 7/23	DEL 01/25/2023
A8048	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8048	1550819	1/16/2023	Invoice	8048058321		27,205.00		0	27,205.00	27,205.00	due 7/23	DEL 01/20/2023
C8068	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8068	1550630	1/16/2023	Invoice	8068056306	16,511.00	23,494.67		0	40,005.67	40,005.67	due 4/23	DEL 01/23/2023
C8068	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8068	1550771	1/16/2023	Invoice	8068056305	18,309.21	18,988.85		0	37,298.06	37,298.06	due 4/23	DEL 01/23/2023
A8068	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8068	1550815	1/16/2023	Invoice	8068056326		43,192.16		0	43,192.16	43,192.16	due 7/23	DEL 01/23/2023
C8060	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8060	1550631	1/16/2023	Invoice	8060048853	5,930.00	7,851.86		0	13,781.86	13,781.86	due 4/23	DEL 01/25/2023
C8070	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8070	1551369	1/17/2023	Invoice	8070049554	5,829.93	6,556.39		0	12,386.32	12,386.32	due 4/23	DEL 01/26/23
C8071	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8071	1551368	1/17/2023	Invoice	8071052525	15,230.29	18,598.81		0	33,829.10	33,829.10	due 4/23	DEL 01/25/23
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1551292	1/17/2023	Invoice	8018063166	60,257.09	69,529.79		0	129,786.88	129,786.88	due 4/23	DEL 01/23/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1551366	1/17/2023	Invoice	8018063265	28,776.46	32,459.92		0	61,236.38	61,236.38	due 4/23	DEL 01/23/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1552292	1/17/2023	Invoice	R3-37039	297	313.8		0	610.8	610.8	due 4/23	DEL 01/27/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1552294	1/17/2023	Invoice	R1-42495	1,501.49	1,836.32		0	3,337.81	3,337.81	due 4/23	DEL 01/27/2023
C8027	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8027	1551370	1/17/2023	Invoice	8027048015	23,837.30	28,710.13		0	52,547.43	52,547.43	due 4/23	DEL 01/25/2023
C8027	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8027	1552295	1/17/2023	Invoice	8027048015	4,883.57	5,929.83		0	10,813.40	10,813.40	due 4/23	DEL 01/18/2023
C8037	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8037	1551367	1/17/2023	Invoice	8037048165	8,548.40	9,560.45		0	18,108.85	18,108.85	due 4/23	DEL 01/25/2023
C8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8047	1552053	1/17/2023	Invoice	14459	1,735.50	2,263.00		0	3,998.50	3,998.50	due 4/23	DEL 01/19/2023
C8048	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8048	1551371	1/17/2023	Invoice	8048058373	14,421.47	15,339.52		0	29,760.99	29,760.99	due 4/23	DEL 01/23/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1555845	1/18/2023	Invoice	R2-28285	311.05	351.78		0	662.83	662.83	due 4/23	DEL 01/26/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1555848	1/18/2023	Invoice	R6-35857	421.37	476.84		0	898.21	898.21	due 4/23	DEL 01/26/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1555849	1/18/2023	Invoice	R7-29791	1,476.06	1,768.54		0	3,244.60	3,244.60	due 4/23	DEL 01/26/2023
C8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8047	1555057	1/18/2023	Invoice	F4100097-47495	69	120.23		0	189.23	189.23	due 4/23	DEL 01/30/2023
A8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8047	1555242	1/18/2023	Invoice	14500		1,217.65		0	1,217.65	1,217.65	due 7/23	DEL 01/30/2023
A8043	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8043	1562364	1/24/2023	Invoice	8043078432		29,518.87		0	29,518.87	29,518.87	due 7/23	DEL 1/30/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1562762	1/24/2023	Invoice	8018063266	8,023.00	13,243.91		0	21,266.91	21,266.91	due 4/23	DEL 1/30/2023
C8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8018	1563028	1/24/2023	Invoice	8018063351	11,369.00	18,127.37		0	29,496.37	29,496.37	due 4/23	DEL 1/30/2023
C8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8047	1563039	1/24/2023	Invoice	8047076994	21,428.11	24,951.05		0	46,379.16	46,379.16	due 4/23	DEL 01/30/2023

C8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8047	1563057	1/24/2023	Invoice	F4059700-554	2,598.70	3,188.49		0	5,787.19	5,787.19	due 4/23	DEL 1/30/2023
C8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8047	1563058	1/24/2023	Invoice	F4059700-554	267	358.22		0	625.22	625.22	due 4/23	DEL 1/30/2023
A8018	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8018	1562363	1/24/2023	Invoice	8018063317		58,852.49		0	58,852.49	58,852.49	due 7/23	Del 1/30/2023
C8043	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8043	1562765	1/24/2023	Invoice	8043078399	4,425.00	6,382.24		0	10,807.24	10,807.24	due 4/23	DEL 1/30/2023
C8043	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8043	1563012	1/24/2023	Invoice	8043078473	9,363.00	16,059.00		0	25,422.00	25,422.00	due 4/23	DEL 1/30/2023
C8043	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8043	1563037	1/24/2023	Invoice	8043078472	29,467.82	37,217.09		0	66,684.91	66,684.91	due 4/23	DEL 1/30/2023
C8056	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8056	1563023	1/24/2023	Invoice	8056071502	5,778.97	7,109.58		0	12,888.55	12,888.55	due 4/23	DEL 01/30/2023
C8056	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8056	1563042	1/24/2023	Invoice	8056071503	14,678.00	20,129.98		0	34,807.98	34,807.98	due 4/23	DEL 01/30/2023
C8068	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8068	1563014	1/24/2023	Invoice	8068056436	24,938.98	28,047.03		0	52,986.01	52,986.01	due 4/23	DEL 1/31/2023
C8049	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	C8049	1563017	1/24/2023	Invoice	8049055450	15,340.60	18,706.54		0	34,047.14	34,047.14	due 4/23	DEL 1/31/2023
A8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8047	1562890	1/24/2023	Invoice	8047076954		18,293.34		0	18,293.34	18,293.34	due 7/23	DEL 1/30/2023
A8047	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A8047	1563059	1/24/2023	Invoice	F4059700-554		2,829.78		0	2,829.78	2,829.78	due 7/23	DEL 1/30/2023
A1973	IEH AUTO PARTS LLC	3111 WEST ALLEGHENY AVENUE	PHILADELPHIA PA 19132	A1973	1565661	1/26/2023	Invoice	4000425DEX-857		2,213.98		0	2,213.98	2,213.98	due 7/23	DEL 1/30/2023

**TOTAL: \$ 1,443,582.54**