

Adventure Vehicle Outfitters, LLC Terms & Conditions of Sale

The following are the Terms and Conditions of Sale applicable to the sale of products and services of Adventure Vehicle Outfitters, LLC, doing business as: Juniper Overland.

1. DEFINITIONS

"Seller" means Adventure Vehicle Outfitters, LLC, DBA: Juniper Overland

"Buyer" means the customer designated on a Seller Invoice.

"Contract" means the terms, conditions and warranties contained in these Terms and Conditions of Sale.

"Seller's Invoice" means a separate writing which sets forth the Products and Services purchased by Buyer from Seller and which incorporates by reference these Standard Terms and Conditions for Sale.

"Product" or "Products" means the physical item or items sold by Seller on its website or as described on an Invoice.

"Services" means the installation of Products and labor associated with the installation of Products.

"Made to Order Products" mean Products that a manufacturer makes (often to the specifications of Buyer) only once an Invoice has been created following necessary deposit or payment.

"Special Order Products" mean Products not kept in Seller's inventory as a matter of course but ordered specifically for Buyer.

"Stocking Products" mean Products kept in Seller's inventory as a matter of course (which are not Special Order Products or Made to Order Products). Stocking Products are subject to change at the sole discretion of Seller.

2. PRODUCTS AND SALE TERMS

Buyer agrees to purchase, and Seller agrees to sell, Products specified in Seller's Invoice under the terms of this Contract. Any terms or conditions in addition to or different from this Contract asserted by Buyer as applicable to this transaction, in a purchase order request, on a web site, or otherwise incorporated by reference (including general or special conditions, plans, specifications, drawings, samples, or quality standard), are inapplicable and rejected by Seller.

3. RETURNS FOR REFUND or EXCHANGE AND RESTOCKING CHARGES

In general, any Product returned for refund, exchange, or store credit must have NOT been installed on a vehicle and MUST be in new condition, unopened, and in original packaging to be eligible for return. Seller must be able to resell a returned Product to another customer as brand new with a warranty. If packaging appears to have been tampered with, the Product appears to have been installed, or handled excessively, Seller may deny a return in its sole discretion.

Stocking and Special Order Products must be returned for refund, exchange, or store credit within fourteen (14) calendar days from the date of Seller's Invoice.

Stocking and Special Order Products which have been installed by Seller must be returned for exchange or store credit within seven (7) calendar days from the date of installation. Stocking and Special Order Products which have been installed by Seller are not eligible for a return for refund and only for a return for exchange or store credit.

Products installed on a vehicle by Seller must be in the same like-new condition when the vehicle left Seller's premises, slight wear and tear excepted. Seller will not accept returns for Products that have significant cosmetic or mechanical wear beyond typical use or which appear to have been altered, tampered with, or removed after installation.

Accepted returns that require workshop labor in order to remove parts from a vehicle are subject to additional labor costs to remove parts being returned.

Accepted returns of Stocking Products are subject to a restocking fee of five percent (5%) of the Product's purchase price.

Accepted returns of Special Order Products are subject to a restocking fee of fifteen percent (15%) of the Product's purchase price.

Accepted returns of Products installed by Seller are subject to a restocking fee of thirty percent (30%) of the Product's purchase price.

Made to Order Products may not be returned for any reason.

4. PRICES

Although it is the Seller's practice to provide as much advance notice as possible, prices are subject to change without notice and adjustment to Seller's prices in effect at time of order placement. Unless otherwise specified by Seller, prices are for the specific quantity stated and do not include taxes nor charges for transportation, insurance, special packaging, or marking. Prices for any undelivered goods or services may be increased by Seller in the event of any increase in the cost to Seller of supplies, raw materials, labor or services, or any increase in Seller's cost resulting from any cause beyond Seller's control.

5. PAYMENT

Payment may be made by cash, major credit card, bank wire transfer, personal check, or cashiers check. Cash or cashiers check is preferred. Seller charges a fee of two percent (2%) of the purchase price for purchases in excess of fourteen thousand dollars (\$14,000) if Buyer pays via credit card.

Manufacturers and distributors may require Seller to pay in full or pay a deposit for Made to Order and Special Order Products, and Seller shall require Buyer to remit such payment or deposit at the time of purchase.

Payment is required at the time of purchase unless a deposit is required for a Special Order Product, in which case the remittance of the deposit is required at the time of purchase and payment of the remaining

balance is required upon either: 1) Seller's receipt of the Product or 2) Seller delivers Buyer's vehicle after installation of the Product; either of which, will be explained to the Buyer at the time of purchase.

6. INSTALLATION OF PRODUCTS

Installation of Products by Seller may require the removal or replacement of parts ("Original Parts") which shall be disposed of unless Buyer notifies Seller that it would like the Original Parts returned. Seller cannot guarantee that any removed Original Parts will be in the same condition prior to removal or that Original Parts will be undamaged as in some cases removal of Original Parts requires such parts to be cut, torched or otherwise dismantled.

Seller may, in its sole discretion, and for an additional fee, install Buyer-provided parts as part of its installation of Products, on a case-by-case basis, and the installation of Buyer-provided parts must be approved by Seller in advance. If Buyer arranges to have parts shipped to Seller for installation, a shipping, handling and docking fee will be charged in addition to the purchase price of the Products installed.

Buyer acknowledges and agrees that installation of Products requires that Buyer leave a vehicle on the premises of Seller and that personnel of Seller may be required to enter the vehicle in order to properly install Products. Buyer further acknowledges and agrees that Seller and personnel of Seller shall not be responsible for the contents left in the vehicle at the time Buyer leaves the vehicle with Buyer and that Buyer is solely responsible for the same. Buyer shall be solely responsible for the contents of the vehicle at the time Buyer leaves the vehicle with Seller. Buyer may also be required to complete and return [INTAKE FORM] which acknowledges the contents of the vehicle and the condition of the vehicle at the time Buyer leaves the vehicle with Seller.

7. LEADTIME AND SCHEDULE

It is the Seller's practice to provide as much information as possible to the Buyer regarding Product lead-time, at the time of purchase. The Seller makes best faith effort to stay in contact with Product manufacturers and distributors to ensure their forecasted lead-time is met, and if not, to notify Buyer ASAP of any delays.

Unless otherwise agreed in writing, Seller provides no guarantee regarding the delivery date of products or services. Seller shall not be responsible for any direct or indirect losses resulting from schedule delays.

8. TAXES

Unless otherwise agreed in writing, Buyer shall be responsible for the payment of any and all federal, state and local sales, use, and excise taxes and all other taxes and charges assessed in connection with sales made under this contract.

9. SELLER'S LIMITED WARRANTY AND LIMITATION OF LIABILITIES

Products sold by Seller are subject to the Products' manufacturer's warranty, if any. Seller provides a limited warranty of each Product sold only to the extent the terms and conditions of the warranty provided by the manufacturer of such Product, if any. In the event of a claim under warranty, Seller shall contact and work with the manufacturer in order to get approval for repair or replacement of the Product in

question. To the extent that the manufacturer denies a claim for warranty, in whole or in part, Seller disclaims any warranty to the same extent as the manufacturer.

Seller provides no warranty for Buyer-supplied parts and hereby expressly disclaims any such warranty. Buyer shall be solely responsible for any damage to Buyer-supplied parts and shall be solely responsible for pursuing any claims of warranty for the same.

Seller warrants that Services provided by Seller and its personnel shall be conducted in a professional, workman-like manner and shall be materially free from defect in workmanship and installation for a period of one (1) year following delivery of a vehicle to Buyer (the "Warranty Period"). Seller shall repair issues that arise as a result of faulty or poor workmanship or installation provided that Buyer notifies the Seller of the issue during the Warranty Period. If any defect within this warranty appears within the Warranty Period, Buyer shall notify Seller immediately. Seller shall, at its election and as Buyer's sole remedy, repair or replace such parts as necessary to remedy the claim for warranty. Any repair or replacement shall not extend the Warranty Period. Seller reserves the right to inspect the issues giving rise to a warranty claim in order to determine if the issue or fault arises out of poor workmanship or installation.

The limited warranty does not extend to any Products which have been subjected to misuse, neglect, accident, improper testing or installation, unauthorized repair, or alteration, whether by Buyer or others.

THIS LIMITED WARRANTY IS EXTENDED TO BUYER ONLY AND IS NOT TRANSFERABLE TO SUBSEQUENT PURCHASERS OR USERS OF PRODUCTS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, NON-INFRINGEMENT OR OTHERWISE. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

10. LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE SELLER, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products you purchase.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Seller, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors,

suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to misuse, neglect, accident, improper testing or installation, unauthorized repair, or alteration of Products or Services, whether by Buyer or others.

12. GOVERNING LAW AND JURISDICTION

All matters relating to these Terms and Conditions of Sale, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms and Conditions of Sale shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado, in each case located in the City and County of Denver, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms and Conditions of Sale in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

13. WAIVER AND SEVERABILITY

No waiver by Seller of any term or condition set out in these Terms and Conditions of Sale shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Seller to assert a right or provision under these Terms and Conditions of Sale shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions of Sale is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions of Sale will continue in full force and effect.

14. ENTIRE AGREEMENT

The Terms and Conditions of Sale, including the Seller's Invoice, if any, constitute the sole and entire agreement between you and the Company regarding the content herein and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the same. To the extent there is a conflict between these Terms and Conditions of Sale and a Seller's Invoice, these Terms and Conditions of Sale shall control.

Feedback, comments, requests for technical support, and other communications relating to these Terms and Conditions of Sale should be directed to: info@juniperoverland.com