

## *TERMS AND CONDITIONS - Interior Upfit*

### 1. INCLUSIONS

Installation, as provided by Custom Concept Vans LLC (installer), will follow the detailed inclusions listed in the agreed upon build spec. Installer shall provide all materials, equipment, labor, and services listed in the build spec to complete the work described for the proposed price.

Where labor has been estimated based on an hourly rate or supplement, labor will be billed on actual hours required for installation, to be determined upon completion. Customer supplied parts are subject to time and materials, to be assessed upon completion.

### 2. INSTALLATION

Installation of detailed services will occur in a timely manner, following common industry accepted practices with regards to the vehicle manufacturer's body builder guidelines as well as material manufacturer guidelines and recommendations, ANSI/RVIA and NFPA standards, but not to pursue third party certification.

### 3. PROJECT SCHEDULE

Work can begin upon receipt of signed agreement and deposit. Installer can accommodate such installation schedule contingent upon receiving the necessary information, approvals, scheduling meetings, release of funds, and vehicle access in a clear and expeditious manner. This may also be expedited if Client's and Installer's schedules allow. Installation schedule is subject to change with changes to scope or delays at no fault of Installer.

Timeline is based on standard lead times and stock availability of required materials at time of proposal. Delays to the project schedule caused by supply chain issues, or other factors not within Installer's control will be reviewed at time of recognition for impact to project timeline and budget. Costs to expedite materials delayed at no fault of Installer are not included in contract price unless explicitly noted. No provisions for the expediting of materials not currently within project timeline requirements has been made.

Many manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, the price, the scope or quantity of supply and/or other terms and conditions set out in their offer or quotation to the extent affected by the COVID-19 pandemic. Be advised that Custom Concept Vans considers any COVID-19 related changes imposed by manufacturers as outside its reasonable control and subject to Force Majeure provisions.

### 4. TESTING AND INSPECTION

Installer will perform testing and inspection of all installed components to ensure proper operation within the design specifications prior to turnover to Client. Vehicle use may be required to perform such inspections. Client understands and agrees to allow Custom Concept Vans LLC full rights to vehicle usage while in the care and supervision of Custom Concept Vans LLC.

### 5. TURNOVER

Upon final completion of project, a final invoice will be released and all outstanding invoices will be due prior to the turnover of the Vehicle. Vehicle will remain in the possession of Installer until all invoices have been paid in full. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. All Parts removed will be discarded unless instructed otherwise: Save all Parts\_\_\_\_.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

## **6. CHANGES TO THIS CONTRACT**

Changes to materials specified within, and work beyond the outlined scope will result in a change order to this contract. Change orders will be calculated as an addendum to this contract and will be reviewed for fiscal impact before being implemented. Changes involving dramatic redesign or administrative duty will result in additional work and will require approval prior to pursuit and implementation of changes. Should additional services (anything not listed in above Inclusions) be required, they would be invoiced at the quoted rate.

## **7. RETURNS**

30 day return policy on accepted parts, from time of final invoice. No returns on electrical parts. Special orders non cancellable, deposits are non-refundable, accepted returns subject to a restocking fee. Items must be in original packaging and condition. Freight is non-refundable.

## **8. WARRANTY**

Installer's professional liability shall be limited to the work performed by the Installer. Where work performed has an impact on Vehicle's warranty, no liability shall be levied on Installer. Detailed materials will include standard manufacturer's warranty where applicable, as an agreement between Client and material manufacturer. No warranty, either express or implied, will be honored by Installer for detailed materials. Customer provided materials may null and void this warranty in its entirety, if materials affect installation in any way.

Installer will warranty all work performed by installer for defects in craftsmanship and installation for a period of two (2) years/24,000 miles from the date of final completion, whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair. Custom or modified vehicles are exempt from any parts or labor warranty. Customer supplied parts are not covered under warranty. Rental cars due to delayed repairs for any reason are the customers responsibility.

Exterior Sealants: Installer uses exterior rated sealants where required for exterior applications. Exterior sealants, while weather resistant, still require yearly inspection and maintenance. Exterior components (including but not limited to: roof vents, antennas, exterior outlets, water inlets, shore power inlets, etc.) installed with sealants should be inspected on a regular basis. Degradation of exterior sealants is considered normal wear and tear, and not covered under this warranty, unless caused by defects in craftsmanship and installation by fault of installer.

## **9. RELEASE OF LIABILITY**

I, the customer, do hereby release and forever discharge Custom Concept Vans LLC, their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, which I now have or may hereafter have or claim to have, as a result of or in any way relating to the following: Parts sold & installed by Custom Concept Vans LLC or parts sold & installed by end-user; any parts sold online, any parts sold online or installed by a re-seller, any parts installed by an installation shop.

It is understood and agreed that this payment is made and received in full and complete settlement and satisfaction of the aforesaid actions, causes of action, claims and demands; that this Release contains the entire agreement between the parties; and that the terms of this Agreement are contractual and not merely a recital. Furthermore, this Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors and assigns. This Release shall be subject to and governed by the laws of the State of California.

This Release of Liability and Product Safety Warning has been read and fully understood by the undersigned and has been explained to me.

# PRODUCT SAFETY WARNINGS

## **1. Manufacturer's Literature**

Included with your installation are the manufacturers product manuals, which may include product safety warnings related to the product in question. Customer agrees to read all supplied manuals and follow all product safety warnings, maintenance schedules, or any other directives included therein. Custom Concept Vans LLC will not be held liable or responsible for damages or personal injuries resulting from the failure to follow such cautions, warnings, required maintenance, or any other performance guidelines or recommendations listed in such literature.

## **2. Suspension Kits**

Installation of suspension lift kits or any other lifting kits or devices will raise the center of gravity. For this reason, Custom Concept Vans LLC urges that extreme caution be used when encountering driving conditions which may cause vehicle imbalance. Furthermore, the driver's field of vision and judgment will not be as good due to the height of the vehicle. Due to the installation of larger tires, the speedometer will read slower than the actual speed being traveled and more distance will be required to stop the vehicle. It is the owner's responsibility to caution and warn any potential driver of the vehicle about these driving and handling conditions. Custom Concept Vans LLC will not be held liable or responsible for damages or personal injuries resulting from the use of lifting devices and or related products. The tires and rims should be changed to sufficiently increase the vehicle's total overall width and stability to help accommodate lifting devices.

Custom Concept Vans LLC aftermarket suspension products and accessories modify a vehicle for uses which exceed conditions anticipated by the vehicle manufacturer. The uses include the high performance demands required during off-road. These conditions vary in the degree of extremity and cannot be controlled by the vehicle or product manufacturer. If the components within the suspension system or accessories become worn due to frequent and/or extreme use, the safety and reliability of the vehicle is at risk. The maintenance of aftermarket equipment to ensure the vehicle occupants safety is entirely your responsibility. Do not purchase Custom Concept Vans LLC products unless you are willing to accept this responsibility. Do not install any Custom Concept Vans LLC suspension products or accessories unless you feel competent at installing the product without causing present or future injury to yourself or other vehicle occupants; seek an authorized installation center.

Most states have some type of law limiting vehicle height. The amount of lift allowed, and how the lift can be achieved, varies greatly. Several states offer exemptions for farm and commercial registered vehicles. It is the vehicle owner's responsibility to check state and local laws to ensure that their vehicle will be in compliance. Custom Concept Vans LLC reserves the right to make changes in design, materials and specifications as deemed necessary without prior notice and without assuming obligation to modify any product previously manufactured. Obligation or liabilities will not be assumed with respect to similar products previously advertised.

## **2. Federal Motor Vehicle Safety Standards**

Some items which are detailed and requested by the customer may not meet certain FMVSS safety standards. Although items may not carry a FMVSS rating, it does not mean that these items are deemed unsafe. Some manufacturers simply do not have the resources to pay for the certification process. These items may include, but are not limited to: vented windows, bench seats, platform beds, roof racks, water heaters, interior paneling, any custom built item, any item made of wood, or any other item that does not carry an explicit FMVSS rating. Where the customer has contracted Custom Concept Vans LLC to install such items, it is understood that Custom Concept Vans will take all efforts to provide a thorough, complete, and safe installation with regards to commonly accepted industry standards and best practices, but third party certification will not be supplied.