

~ TERMS & CONDITIONS of SALE ~

Lifetime Warranty: All Road Armor products are warranted to the original purchaser at the time of purchase and for the lifetime of the product after the purchase date against any structural defects. We warrant to you, the original purchaser, that our products and all parts and components are free of defects in material or workmanship. The word "defects" as used in this warranty is defined as any imperfections which impair the use of the product for which it was intended. Our warranty is expressly limited to the replacement or repair of such products and components, and Road Armor will have a reasonable amount of time to remedy said defect. This warranty applies under conditions of normal and proper use. The warranty does not cover defects caused by improper assembly or disassembly defects occurring after purchase due to intentional damage, product modifications, and exposure to the elements, misuse, abuse or negligence and labor or assembly costs. Road Armor will warranty the powder coating for a period of 90 days from the ship date. After the 90 day period Road Armor will not warranty the finish of our products due to exposure of natural elements, and normal wear-and-tear.

All implied warranties, including the warranty of merchantability shall not extend beyond the duration of the written warranty stated above. This warranty is non-transferable. Road Armor's liability is expressly limited to the costs of material for repair or replacement of defective goods and in no event will Road Armor be liable for incidental or consequential damages resulting from use/miss-use of the product.

Any claims made under this warranty must be accompanied by the original damaged product, and written description of the damage and how it happened, and a copy of the original invoice at the time of purchase. The customer is responsible for all shipping charges in warranty claims. Once the warranty claim is approved Road Armor will fix or replace the product at no additional charge.

Terms and Conditions of Sale: Full Payment is due at time of order unless prior arrangements have been made. Payments may be made by VISA / MasterCard / American Express or Discover. Road Armor incurs considerable time and money once an order transaction has been received and placed in production planning. Please know all orders except custom orders are subject to 15% cancellation fee immediately after order confirmation. The receipt of the deposit or written Purchase Order, if on open account, constitutes the agreement and acknowledgement of the required cancellation fee of 15 % if Road Armor chooses. All drop ship customers or with credit terms from Road Armor have 24 hours to modify or cancel a Purchase Order from the time it was issued. After 24 hours the Purchase order is non-cancellable, as it will have hit the shop floor for fulfillment. Please make sure you are sure that your customers are aware of our terms and conditions of sale before they order through you. Customers ordering by written purchase order will be invoiced for the 15% cancellation fee. Road Armor will retain the authority to either issue a monetary return of those funds received beyond 15% of the original order or an in-store product voucher. Please understand that Road Armor will invoice and pursue all costs incurred in the collection of cancellation fees. All lead-times quoted at the time purchase are subject to change without prior notice after the sales transaction has taken place. In the event Road Armor must enact collection proceedings, or *litigation* relating to the subject matter of this Purchase Order Agreement, the below signing party shall reimburse Road Armor for all reasonable attorney fees and costs resulting there from. By signing the below you are giving Road Armor full authorization to bill your credit or charge account for any resulting charges resulting in the Return or Cancellation of your order as well as additional freight costs. If unit has been modified in any form and/or damaged, resulting in a non-resalable product under Road Armor's standard production model, the order will not be refunded.

Any custom work i.e. (Logo deletion, etc.) requires an up-front 100% payment. Custom orders are non-refundable. All Orders purchased under a sales promotion will have the following sales terms and agreements applied: - Any cancellation prior to shipment will have a 50% cancellation fee of the full retail price of the product

All non-proprietary Road Armor products are dropped shipped from a third party vendor. Road Armor cannot be held liable for delays in shipping, backordered items, or a substitution of a similar product if the original item has become unavailable. All promotional packages are while supplies last.

Additional Freight Surcharge Policy: Road Armor does its best to provide accurate freight quotes at the time of sale. We rely on you "the customer" to provide us with accurate details of the delivery point of your requested shipment. All of our freight quotes are given with the notice that the address being provided is either a residence or business with a forklift or shipping dock. We have also had customers be untruthful as to the nature of the address being provided which has resulted in additional fees being charged to the shipment by the carrier. Based on the above; Road Armor reserves the right to charge you "the customer" additional fees associated with the surcharges passed onto us from the freight carrier for your order. This includes limited access fees, residential delivery fees, liftgate fees, fuel surcharge fees, and delivery notification fees. The charges will be charged against the credit card you are providing at the time of sale, and by signing this agreement you agree to the terms said forth above.

Terms of Receiving the Product: Before you sign for the shipment, inspect all cartons for visible damage and note it on the bill of lading. Even if no exterior damage is visible, open all packages immediately and inspect for damage or shortages. We cannot be held liable for any shipping related damage after you have signed for the shipment. If you find that damage was done, immediately note it on the BOL and notify the delivery person for the freight company to start a claim and request an inspection. They will pick up and return the product to us for replacement. You must repackage all the items the way you received them with all packing and crating materials in place.

If there was a problem with the configuration of the product versus what was ordered do not sign for the product at all. Contact us immediately. If you sign for the bumper you have 48 hours to contact us so that we may schedule a pickup in order to ship the bumper back to rectify any problems.

Return Policy: If for any reason you are not satisfied with your purchase. You may schedule to return it within 7 days of when you received the product. Simply notify us by phone. We will then issue a Return Material Authorization Number. If the items are returned in perfect resalable condition, actual shipping charges paid by Road Armor will be deducted from the purchase price, unless the return is due to our error. After 7 days ALL SALES ARE FINAL. The following terms must be met by you. A restocking fee of \$250 will apply to all returns; multiple unit orders will have a restocking fee of \$55.00 per additional unit returned.

- The Return must be scheduled with us within 7 days of your original receipt of the order.
- The products must be returned in new, resalable condition.
- You must include all packaging materials.
- Packaging materials must not be torn or damaged.
- Customer must pay any return shipping expense unless it is due to Road Armor error.
- Product must be returned with original packaging and in sellable condition otherwise customer is responsible for all valid repair charges listed below:
 - A. Unit in need of re-powder coating - \$350 per unit.
 - B. Unit in need of repackaging for resale and restock = \$150.

Display the RMA # prominently on the outside of the unit to avoid delays to your refund. Upon receipt of the returned merchandise and in good order in accordance with the above and within 7 days of original delivery. Road Armor then has 14 business days to inspect the unit after delivery at which time we will issue credit to your charge account if all of the above are met.

REFUND POLICY: Will be processed no later than 21 days from the date of request of cancellation from customer; they will be paid no later than 30 days from the date of being processed. All refunds will be by company check.