

Terms and Conditions



These terms and conditions apply to Expedition One LLC

Application: These General Terms and Conditions are set forth in an effort to create a clear hassle free experience for our customers. They apply to all products, supplies or services (collectively, “Products”) furnished by Expedition One to any Expedition One customer (“Customer”). In ordering, receiving, or accepting the Products, Customer agrees to these General Terms and Conditions. If the need arises for Expedition One to adopt your organization’s terms and conditions, Expedition One will only be bound to those by agreement in writing, and corresponding pricing will reflect any additional responsibility and risk.

These General Terms and Conditions, together with Expedition One’s price quotation, Customer’s Purchase Order (absent any conflicting terms or conditions included therein), Expedition One’s order acknowledgment, and Expedition One’s invoice form the entire agreement between Expedition One and Customer with respect to the purchase of the Products, and all other terms, conditions, and/or representations, whether written or oral, express or implied, are excluded.

Prices/Quotations: Expedition One’s prices are subject to change without notice. Expedition One’s price quotations, unless earlier withdrawn, shall be open only to unqualified acceptance by Customer in accordance with these General Terms and Conditions, and only within the period specific in the quotation, within a **period of 30 days** from the date of the quotation). Expedition One reserves the right at any time to adjust pricing and quotations to account for any such third-party purchasing agent charges or billable items. Expedition One’s prices and quotations are subject to Customer credit approval.

Payment Terms: All orders are accepted with cash paid in advance or other immediately available funds, or upon such other terms as the parties may agree. Expedition One may, in its sole and absolute discretion, extend credit to Customer. Customer’s application for credit, will be completed before terms are extended. If credit is extended, payment terms will be Net 30, unless otherwise specified by Expedition One. Customer will be charged a finance fee of **\$50.00 or 2% per month (whichever is greater)**, of any amount past due until paid. Customer shall be responsible for all collection costs, attorney fees, and other reasonable costs incurred by Expedition One in pursuing collection of any past due amounts, including those

incurred by Expedition One in initiating a collection lawsuit, which amounts shall be added to the balance due by Customer and paid by Customer. In the event Customer's account balance is delinquent, Expedition One may, in addition to Expedition One's other remedies at law and remedies provided herein, put the Customer's account on hold, and the Customer will not be able to make additional purchases on the account until the Customer's balance, including any interest and fees, is paid in full.

Expedition One accepts the following credit cards: American Express, VISA, Discover Card, and MasterCard.

Expedition One also accepts the following forms of payment: PayPal, cash, company check, money orders, cashiers check, ACH or EFT remittances.

Taxes: Expedition One's prices and quotations do not include sales, use, excise, or other taxes that pertain to the locale of Customer. Accordingly, Customer shall, in addition to prices and quotations specified by Expedition One, pay any sales, use, excise, or other tax attributable to the sale of the Products covered hereby, or, in lieu thereof, provide Expedition One with tax exemption certificates acceptable to Expedition One. If Expedition One is required to pay any taxes with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the Products sold to Customer, the Customer shall promptly pay the amount thereof to Expedition One upon demand.

Custom Invoicing and International Orders Fees: Custom work or orders that require shipping documents to international destination are subject to additional \$50 documentations fee and require a nonrefundable deposit of no less than 30% of the order total at time of order.

Shipping Policy: All Products are shipped FOB Ogden, Utah, with freight and insurance prepaid and added to the invoice as a separate item. The cost of any special packing or special handling caused by Customer's requirements or requests shall be added to the amount of the order. Shipping to apartments or difficult to access units and outlying areas (for example requiring ferry service) may incur additional shipping fees for which the Customer is responsible, as well as fees related to undeliverable orders as a result of failed delivery attempts and/or inaccurate delivery address or phone numbers.

Risk and Title: Risk of loss or damage to the Products shall transfer to the Customer from the time of delivery or deemed delivery. Any and all claims for Products lost or damaged in transit should be made by Customer to the carrier, as risk of loss transfers to Customer, and Expedition One's responsibility ceases, upon Expedition One's tender of Products to Customer, to Customer's representative, or to a common carrier. Ownership of the Products shall not pass to the Customer until Expedition One has

received payment in full for the Products and all other sums due to Expedition One from the Customer on any account. Until transfer of title in the Products, the Customer shall ensure that the Products are kept safe, secure and insured.

Consumer Notice

Due to variation between vehicles as a result of various manufacturers or variances between vehicles in and of themselves, Expedition One cannot guarantee its product's fitment on your particular vehicle.

Users should be aware that installation of Expedition One products may change the way your vehicle handles. We strongly encourage that vehicle occupants wear seat belts at all times and avoid sudden maneuvers.

Use of your vehicle in off-road conditions may significantly increase wear to critical components of your vehicle, which will require an increased inspection protocol and maintenance schedule. Failure to properly inspect and repair your vehicle may lead to failure of components, which may lead to catastrophic failure.

Limited Lifetime Warranty

Expedition One offers a limited lifetime warranty to the original purchaser on steel bumpers, rocker guards, and other steel products manufactured by Expedition One. These Expedition One products are warrantied to be free from material and workmanship defects for as long as the original purchaser owns the vehicle the Expedition One product was originally installed on, when proof of purchase is provided. This warranty is non-transferable.

Expedition One is not responsible for any incidental or consequential damages such as, labor fees, loss of use, loss of time and freight associated with the failure of any products. Any product that has been abused, altered, incorrectly installed, or used in competition and/or races is not covered. All components must be used in their proper places and proof of this is required for warranty claims. Any substitutions of other manufacturers components or exemptions of required components will immediately void the warranty.

Limited Warranty ~ Powder Coat ~ Plastic and Aluminum Products

The powder coat finish is a service offered through Expedition One and is not provided by Expedition One. Powder coat providers warranty the powder coat to be free from major defect for a period of 30 days from date of purchase for defects in workmanship only.

Expedition One Geri fuel and water containers, washer fluid kits, and all aluminum products are warrantied for a period of one year. Proof of purchase is required. This warranty is non-transferable. Expedition One is not responsible for any incidental or consequential damages such as, labor fees, loss of use, loss of time and freight associated with the failure of any products. Any product that has been abused, altered, incorrectly installed or used in competition and/or races is not covered. All components must be used in their proper places and proof of this is required for warranty claims. Any substitutions of other manufacturers components or exemptions of required components will immediately void the warranty.

Warranty Exclusions

In addition to exclusions and limitations noted elsewhere in this policy, Expedition One accepts no responsibility for any altered product, improper installation, or improper use of our products. This warranty does not apply to products or components which have been exposed to the natural elements, that have not been maintained properly or have been unnecessarily exposed causing excess rust, or subjected to accident, alteration, modification, improper installation, tampering, negligence, misuse, or products installed on a vehicle used in sanctioned racing events. A race being defined as any competition between two or more vehicles, or against the clock, whether or not a sanctioned or non-sanctioned event.

Expedition One shall not be liable for any loss, damage or injury, whether ordinary, direct, special, incidental or consequential damages, arising from the manufacture, sale, installation, resale, delivery, possession, handling or use of its products.

Expedition One warranty excludes the following items: bushings, bearings, bump stops, joints, and hardware. These parts are subject to wear and are not considered defective when worn.

Expedition One does not warranty any product not manufactured by Expedition One. Expedition One products are not covered under warranty outside the United States of America.

Warranty Claims

All claims must be reported within 10 business days of defect occurrence or discovery to the original dealer of purchase. 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. Please request a Return Merchandise Authorization number from Expedition One prior to returning the product within 90 days of receiving your product.

The customer is responsible for all shipping charges in warranty claims.

Any product that has been manufactured incorrectly or is of a defective nature will be repaired or replaced at the discretion of Expedition One. Expedition One covers the cost of the part only. Shipping, vehicle down time, etc. is the purchaser's responsibility. This warranty does not cover the removal or re-installation of the product.

Expedition One will, at its option, repair or replace a defective product or component, provided you return the defective product or component during the warranty period.

Expedition One requires a reasonable amount of time to remedy or repair the product.

Dealer discounts will apply to products manufactured by Expedition One only. Lights, winches, FJ quick release receiver hitches, and hardware kits are not subject to dealer pricing although Expedition One may consider discounting Product on a case-by-case basis.

Restocks>Returns: With some exceptions, unused Products may be returned within

thirty days of purchase with prior authorization (RMA) Return Material Authorization. Returned Products must be suitable for resale as new. A 15% or \$40 (whichever is greater) restock fee will be charged on all returns for items retailed over \$99 and a 10% re-stock fee on items below \$99.00. Credit will be given only to the billing party on the invoice. Credit will not be given any product damaged or unsuitable for resale as new. To file a claim on a damaged or faulty product it is required that the original purchaser first submit digital photos and request a Return Merchandise Authorization (RMA) form and number. Purchaser must then ship the product to Expedition One for repair or replacement (at Expedition One's discretion). Email photos and RMA request to info@expeditionone.biz. Return of unused and unopened products also requires an RMA.

Shipping Damage and Claims

Expedition One components may arrive with minor finish damage to powder coated or plated surfaces which may occur during shipping and is not covered under warranty. Damage to items as a result of the shipping process is eligible for a claim with the shipping company.

All orders received from Expedition One must be inspected and verified upon arrival. Claims regarding items or products damaged or lost in shipping must be reported immediately. Recipients should check products upon arrival before signing with the shipping company. Any possible damage needs to be noted on paperwork before receiving product and signing for it. It is highly recommended that you refuse to accept severely damaged items and contact the shipping company and Expedition One immediately to report the damage. For identified damage, it is required that you submit digital photos of original packaging and damage incurred during shipping to Expedition One at info@expeditionone.biz in order for us to process your claim with the shipping company.

Terms and Conditions of Sale for Direct Customers

Expedition One requires payment at time of order. Custom and special order items and production requests that may require longer assembly time require a 30% non-refundable deposit at time of order and balance due prior to shipping. Standard, non-custom orders may be cancelled within 72 hours prior to shipping, but may be subject to a 10-15% cancellation /re-stocking fee as determined by Expedition One. If your order is cancelled after it has shipped you will be responsible to cover shipping costs both to you and return shipping, regardless of any promotions or discounts. Custom ordered, limited, or special-run items for individuals, groups or companies are not returnable items. Warranty claims on custom items must be filed within 90 days of original purchase and are subject to the limited and lifetime warranty policies as previously outlined.

Expedition One reserves the right to change pricing at any time and to discontinue, change the design, finish, part number and/or application of parts when deemed necessary without prior notice.

Expedition One will not be held responsible for changes, misprints or manufacturing changes made by the vehicle manufacturer.

Expedition One is not responsible for typographical errors in pricing or in content. Warranties, policies, and prices are subject to change without notice.

Shipping & Delivery

At this time, Expedition One LLC ships merchandise to locations within the lower 48 United States. Additionally, Expedition One LLC ships merchandise to U.S. territories, including Alaska, Hawaii, Puerto Rico, Guam, and the US Virgin Islands Canada and Mexico, and other worldwide locations upon request. Individual, custom shipping quotes must be obtained by contacting us directly for any order outside the lower 48 United States or for orders of 3 or more items. The risk of loss and title for all merchandise ordered on this web site passes to you when the merchandise is delivered to the shipping carrier.

International

Import/export laws are different in each country. It is your responsibility to check with your Customs office to verify whether the country to which you are shipping permits the shipment of the products you order. Expedition One LLC is not responsible for any direct, indirect, punitive, or consequential damages that arise from improper international shipping practices. International orders require 30% deposit at time of order. Customs and import duties may be applied to International orders when the shipment reaches its destination. Such charges are the responsibility of the recipient of and vary from country to country. Contact your local import/customs office for details.

Security Interest: By acceptance of the Products, Customer grants Expedition One a security interest in the Products, until payment in full, continuing if the collateral becomes part of a whole, product or mass, together with all proceeds and/or products, and, upon failure to pay as agreed, Expedition One shall have all rights and remedies of a secured party under applicable law.

Limited Warranty: Products not manufactured by Expedition One, but that are resold by Expedition One, are warranted only to the limits extended by the original manufacturer. The Customer assumes all costs of removing, reinstalling, and shipping for returned goods. Expedition One will return such Products by surface carrier prepaid within the continental United States of America. To all other locations, Expedition One will return such Products best way. This warranty shall not apply to any Products which have been subjected to modification, misuse, neglect, improper service, accidents of nature, or shipping damage. This warranty is in lieu of all other warranties, expressed or Implied **Expedition One hereby disclaims, to the fullest extent allowed by applicable law, any and all warranties and conditions with respect to the Products, whether express, implied or statutory, other than those expressly provided herein.**

Product Use: Customer hereby accepts sole responsibility for ensuring that the Products are used properly, whether used alone or in conjunction with any other

services, and/or other goods. Where the Products form part of a larger project or series of work carried out by the Customer, and/or by a third party on the Customer's behalf, Expedition One shall have no responsibility or liability whatsoever for the success or failure of that larger project or series of work.

Limitation of Liability:

Except for indemnity obligations exchanged herein and to the extent not prohibited by law, with respect to claims between the parties, in no event shall either party be liable under this Agreement for personal injury, or any incidental, special, indirect, punitive or consequential damages whatsoever, including, without limitation, loss of income, loss of business, diminution of goodwill, damages for loss of profits, business interruption or any other commercial damages or losses, arising out of or related to the other party's engagement to perform, use or inability to use the Products, however caused, regardless of the theory of liability. Both parties acknowledge that the other has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

Confidentiality: Expedition One respects customer confidentiality. Nevertheless, if technical information is anticipated to be disclosed by either party that shall be deemed to be of a confidential or proprietary nature, then the parties should negotiate and execute a bilateral written agreement specific to the purpose of the parties' transaction. Most transactions do not require a Non-Disclosure Agreement.

Time/Limitation: Expedition One will use reasonable efforts to meet any estimated timelines or due dates for delivery of the Products. Any such dates are intended to be approximate and time shall not be of the essence with respect to such delivery. If no dates are specified, delivery will be within a reasonable time. Expedition One reserves the rights to defer the date of delivery of the Products, or to cancel the contract or purchase order, if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control, including, without limitation, acts of God, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

Expedition One LLC

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