

Terms & Conditions

This Product Purchase Agreement ("Agreement") is entered into by and between the purchaser, the installer and/or the user (collectively, "You" or "Purchaser") and Rox Technologies and its respective directors, officers, employees, and agents (collectively, "Rox Technologies"). In consideration of Purchaser's purchase, installation and/or use (collectively, the "Purchase") of Rox Technologies services and products (collectively, "Product"), and the promises and obligations herein, and intending to be legally bound, Purchaser and Rox Technologies hereby agree as follows:

Purchaser's Purchase of Rox Technologies Product is subject to this Agreement, as well as any modifications issued by Rox Technologies to this Agreement, and all applicable laws and regulations. **BY PURCHASING ROX TECHNOLOGIES PRODUCT, YOU AGREE TO AND WILL BE DEEMED TO BE BOUND BY THIS AGREEMENT AND ALL TERMS AND CONDITIONS HEREIN.** If you do not want to be bound by this Agreement, do not Purchase Rox Technologies Product.

THIS AGREEMENT GOVERNS YOUR PURCHASE OF PRODUCT FROM ROX TECHNOLOGIES. READ IT CAREFULLY. NO OTHER TERMS OR CONDITIONS APPLY. BY PLACING AN ORDER AND ACCEPTING PRODUCT YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Competition Use

Rox Technologies Products are specialty aftermarket performance Products intended to modify or prepare a vehicle for uses which exceed conditions anticipated by the vehicle manufacturer. Purchasers of performance Product are warned that these products are for race competitive or performance use only and special warranty provisions apply.

Legality of Product

Rox Technologies Products have been designed for race competitive applications only. Installation on a vehicle intended for use on public roads may violate U.S., Canadian, state or provincial laws and regulations or the laws of other countries or jurisdictions, including laws and regulations related to emissions and vehicle safety standards. In addition, installation of Rox Technologies Products on a vehicle may adversely affect the warranty coverage of that vehicle. Rox Technologies makes no representation as to the legality of any Products in various countries, states or provinces. The Purchaser accepts all responsibility for the final use of Product and shall hold Rox Technologies harmless in any legal proceeding arising from the use of such Product.

Product Disclaimer of Warranty

Products offered by Rox Technologies are intended for race competitive or performance use only, and are therefore sold "as is" without any warranty whatsoever. Implied warranties, including warranties of merchantability or fitness for any particular application or purpose, are expressly excluded. It is Purchaser's sole responsibility to determine the suitability of Rox Technologies Products for any application. Rox Technologies hereby disclaims and excludes any and all warranties for Product offered herein pursuant to section 2316 of the Uniform Commercial Code. Purchaser bears the entire risk as

related to quality and performance of Rox Technologies Product. Should Product prove defective after Purchase, Purchaser, NOT Rox Technologies, assumes the entire cost of any servicing or repair. Purchaser, NOT Rox Technologies, assumes any and all risks arising out of or in connection with the use of Rox Technologies Products, including, without limitation, the risks of death, paralysis or any bodily injury, disability and/or loss or property damage whatsoever, wheresoever and howsoever caused, including, but not limited to, defects, normal wear or negligence, lack of maintenance, accident, abnormal operation, or improper installation or service, collision between a vehicle and another vehicle, person or stationary object, skidding, overturning, sudden stops, braking or acceleration, any Act of God, fire or explosion; or the negligent or deliberate act of another person. **THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, MADE REGARDING THE SAFETY OF ROX TECHNOLOGIES PRODUCTS. PURCHASER BEARS THE ENTIRE RISK AS TO THE QUALITY OR PERFORMANCE OF PRODUCT.**

Limitation of Liability

THE LIABILITY OF ROX TECHNOLOGIES SHALL BE LIMITED TO THE PRICE PAID FOR PRODUCT. WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, ROX TECHNOLOGIES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. THESE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS AND BUSINESS INTERRUPTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, ARISING IN ANY WAY FROM ANY PRODUCT PROVIDED BY ROX TECHNOLOGIES, EVEN IF ROX TECHNOLOGIES IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

Purchaser agrees to indemnify, defend, and hold harmless Rox Technologies from and against all claims, losses, damages, liabilities, and costs (including, but not limited to, reasonable attorneys' fees and court costs), arising out of or relating to the Purchase of any Rox Technologies Product.

Conditions Agreement

The terms and conditions herein may NOT be altered, supplemented, or amended by the use of any additional documents or terms that purport to be an agreement of the parties. Any attempt to supplement or amend these terms and conditions or to enter an order for Product which is subject to additional or altered terms and conditions shall be null and void.

Product Changes

Rox Technologies reserves the unconditional right to change the design, materials, specifications and suppliers of any Product offered by Rox Technologies without incurring any liability or obligation to the past, present or future Purchasers of any such product.

Product Descriptions

Rox Technologies and its affiliates attempt to be as accurate as possible. However, Rox Technologies does not warrant that Product descriptions or other content of any media placement related to their Products, including, but not limited to, print advertisements and the roxatv.com website, are accurate, complete, reliable, current, or error-free. If a Product offered by any Rox Technologies media placements is not as described, Purchaser's sole remedy is to return it in unused condition.

Product Pricing

All prices displayed in Rox Technologies media placements are quoted in U.S. dollars. Rox Technologies may restrict delivery to addresses within the United States. Rox Technologies will add shipping and handling fees and applicable sales/use tax. Rox Technologies is licensed in the state of Minnesota to collect and remit sales tax. It remains the responsibility of the Purchaser to pay all applicable sales and/or use taxes in any other state, country, and/or province. Rox Technologies reserves the right without prior notice to discontinue or change specifications and prices on Products offered in any Rox Technologies media placement without incurring any obligation to the Purchaser. Products displayed in any Rox Technologies media placement are available while supplies last. Descriptions of, or references to, Products in any Rox Technologies media placement do not imply endorsement of that Product or constitute a warranty by Rox Technologies.

In the event that a Product is listed at an incorrect price due to supplier pricing information or typographical error, Rox Technologies shall have the right to refuse or cancel orders placed for the Product listed at the incorrect price, regardless of whether the order has been confirmed and the Purchaser's credit card charged. If the Purchaser's credit card has already been charged for the purchase and the Purchaser's order is canceled, Rox Technologies shall promptly issue a credit to the Purchaser's credit card account in the amount of the incorrect price. Special orders may be subject to non-cancellation, non-refund provisions.

Order Acceptance

The receipt by you of an order confirmation does not constitute acceptance of an order by Rox Technologies. Prior to acceptance of an order by Rox Technologies, verification of information may be required. Rox Technologies reserves the right at any time after receipt of Purchaser's order to accept or decline the order, or any portion thereof, even after your receipt of an order confirmation from Rox Technologies, for any reason. Rox Technologies reserves the right to limit the order quantity on any item and to refuse service to any customer without prior notification. **BY PLACING AN ORDER, THE PURCHASER ACKNOWLEDGES AND ACCEPTS THE FULL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, INCLUDING ACKNOWLEDGEMENT OF THE WARNING AND DANGERS INHERENT IN THE INSTALLATION AND USE OF PRODUCT ORDERED. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE CANCEL YOUR ORDER, OR DO NOT PLACE AN ORDER.**

Payment Terms

Rox Technologies accepts Visa, MasterCard, and Discover. We also accept bank wire transfer. Please email sales@roxatv.com for bank details.

Legal Implications / OEM Warranty Implications

Because U.S., Canadian, state or provincial laws and regulations, or the laws and regulations of other countries and jurisdictions may prohibit removal or modification of components that were installed by the Original Equipment Manufacturers (OEMs) to meet emission requirements or to comply with motor vehicle safety regulations applicable to vehicles manufactured for use on public roads, vehicles equipped with Rox Technologies Products are not to be operated on public roads, and Rox Technologies offers such Products for race competitive or performance use only. **ROX TECHNOLOGIES PRODUCTS ARE INTENDED FOR RACE APPLICATION ONLY.** Installation on a vehicle intended for use on public roads may violate U.S., Canadian, state or provincial laws and regulations, or the laws and regulations of other countries or jurisdictions, including laws and regulations relating to emission requirements and motor vehicle safety standards. In California, certain Products may legally be used on a racing vehicle which will never be operated on public roads. In addition, installation of Rox Technologies Products may adversely affect the warranty coverage on the Purchaser's vehicle. Other local, state, provincial, territorial, or international laws may apply to the use of these Products. Please check applicable laws before Purchasing Rox Technologies Products.

Rox Technologies makes no representation as to the legality of any Products in various states, provinces, countries or other jurisdictions, except where noted. The Purchaser accepts all responsibility for the final use of Rox Technologies Products and shall hold Rox Technologies harmless in any legal proceeding arising from the use of such Products. Adherence to federal, state and local laws is the sole responsibility of the Purchaser. Rox Technologies assumes no responsibility for any voided OEM warranties.

Third Party Product Disclaimer

All products manufactured by another manufacturer are warranted to the extent of such warranty offered by that manufacturer. Products not manufactured by Rox Technologies have no Rox Technologies warranty.

Installation Disclaimer

The installation instructions (if provided) for Rox Technologies Products are furnished solely as a matter of convenience to the Purchaser and should be regarded merely as suggestions to an otherwise proficient and experienced technician. Disassembly and assembly of vehicles can be dangerous and should always be conducted in accordance with procedures set forth in the OEM service manuals. Furthermore, performance of Products may be affected by the manner in which the Products are used, serviced or installed. Purchasers of such products must rely on their own judgment as to the suitable use, service and installation of such Products.

Proper installation and safe use of Rox Technologies Products is the sole responsibility of the Purchaser. As part of the consideration for purchasing any Product of Rox Technologies, the Purchaser takes such Product "as is" and subject to all the provisions of this disclaimer and limitation of liability and damages.

Purchaser agrees to indemnify, defend, and hold harmless Rox Technologies from any claim, action or demand arising out of or incident to the installation or use of Products purchased from Rox Technologies by any Purchaser.

Shipping

Standard shipping is UPS ground to all 50 states; however, items may be shipped by a variety of carriers. Please note that we cannot ship to P.O. boxes. Email us at support@roxatv.com with any special shipping requests and/or requirements.

Shipping charges will be assessed when the order is placed. Purchaser's credit card will not be charged until the order is shipped.

Rox Technologies will carefully inspect each order shipped for accuracy of content and evidence of physical damage or defects prior to shipping. Rox Technologies must be notified by the Purchaser within seventy-two (72) hours of the receipt by the Purchaser and/or Assignee of any discrepancies in the content found for any missing, damaged or defective Product. The Purchaser and/or Assignee must report all damages related to shipping to the freight carrier. Rox Technologies directs the Purchaser and/or Assignee to inspect all shipped Products completely while the driver is present and have the driver note any damages. DO NOT return any damaged Products to Rox Technologies. All damages related to the shipping process are the responsibility of the freight carrier, not Rox Technologies. Denied claims related to shipping are not the responsibility of Rox Technologies.

ACCEPTANCE BY PURCHASER AND/OR ASSIGNEE OF PRODUCTS SHIPPED SHALL CONSTITUTE PURCHASER'S FULL ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Back Orders

Occasionally, Rox Technologies will temporarily be out of stock on an item. In these cases, partial shipments will be made and the back ordered item shipped at a later date, unless complete shipment is requested. The Purchaser will be notified of unexpected delays. Purchaser's credit card will not be charged until the order is shipped.

Risk of Loss

All items purchased from Rox Technologies are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to the Purchaser upon Rox Technologies's delivery to the carrier.

Returns

Rox Technologies directs the Purchaser to fully examine each enclosed Product carefully prior to installation. The sole warranty is that Products offered by Rox Technologies will be free from

manufacturing defects at the time of delivery, and prior to installation. All claims for relief under this warranty must be made in writing or via email (support@roxatv.com) within seventy-two (72) hours of receipt of defective Product. Returns must be made within thirty (30) days of receipt of Product. Rox Technologies maintains sole discretion to reject Product for return if it determines that returned Product shows evidence of installation or modification.

All Products returned to Rox Technologies must be accompanied by a copy of the original invoice to be considered for credit. Products returned without a copy of the original invoice will be refused. Unmodified Products judged by Rox Technologies to be defective will be repaired, replaced or have the purchase price refunded at the sole discretion of Rox Technologies.

Any non-defective Product returned to Rox Technologies for simple credit must be in salable condition and will be assessed a twenty percent (20%) restocking fee. Custom or special orders are not returnable or refundable. Purchaser shall be responsible for and prepay all return freight and other shipping charges and shall assume all risk of loss or damage to Product while in transit to the return address of Rox Technologies. No returns will be accepted after forty-five (45) days from original shipment, without exception.

Customer Service

Rox Technologies representatives can answer any questions you have about Product specifications or installation. But remember, proper installation and safe use of Rox Technologies Products is the sole responsibility of the Purchaser. Rox Technologies's employees' or representatives' oral or other written statements do not constitute warranties, shall not be relied upon by Purchaser, and are not a part of the contract for sale or this limited warranty. We can be reached on the internet at www.roxatv.com or via email at support@roxatv.com.

Entire Obligation

This Product Purchase Agreement, document states the entire obligation of Rox Technologies with respect to its Products. If any part of this agreement is determined to be void, invalid, unenforceable or illegal, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall remain in full force and effect. This entire agreement, in whole and in part, including warranty provisions, shall be governed by Minnesota law to the extent allowed. Interpretation of the terms of this agreement must be done using Minnesota law.

Pre-Sales Notification

Rox Technologies has properly presented the required pre-sales notification of its warranty terms. Rox Technologies is neither liable nor responsible for ascertaining whether those terms have been read and/or understood by the Purchaser.