

Terms And Conditions Of Sale

Composite Camper Boxes

Terms and Conditions

This document outlines the agreement between the buyer and Off Grid Customs for the sale of composite camper bodies. It includes the key terms and conditions that govern the sale and ensures both parties have a clear understanding of their responsibilities. Any changes or additions to these terms must be agreed upon in writing by Off Grid Customs. Please note that terms or conditions in the buyer's purchase order or other documents that conflict with this agreement will not apply unless explicitly approved by us.

Definitions

For clarity, the following terms are defined as used in this document:

Estimate: A preliminary cost calculation provided to the buyer based on the requested specifications, subject to change after design approval.

Work Order (WO): A formal document authorizing Off Grid Customs to begin work, including the finalized scope, and itemized pricing.

Change Order (CO): Any modifications requested after the work order (WO) has been authorized will be documented and handled as separate work orders.

Design Phase: The design phase involves a collaborative process to create a detailed CAD model and drawings for your camper box and optional features. Once the design is finalized, it will be reflected in the Work Order (WO), which will require authorization to move forward. Please note that the authorized WO, outlining the agreed-upon scope and specifications, will take precedence over any earlier representations in the design phase.

Design Revisions: A revision is a modification or adjustment to the original design after initial drafts have been provided. Revisions are typically limited to minor changes such as relocating components or adjusting features. Significant alterations that require reworking the camper body or interior layout are considered new work and may incur additional charges.

1. Pricing and Payment Schedule

- Estimate Authorization: Required to move forward.
- 15% Deposit: Due to begin the design phase after estimate approval.
- **50% Deposit:** Due after final design and WO approval to start production.
- Remaining Balance: Due upon completion of the work order.

Price Validity

- The estimate is valid for 30 days from the date of issuance.
- All pricing is in Canadian Dollars (CAD). For payments made in other currencies, the applicable exchange rate will be determined on the day of payment.
- If the 50% deposit is not received within the agreed upon timeframe, the project will lose its reserved production slot and be rescheduled for the next available time. The project may also be subject to price adjustments or increases in material costs.

Project Timelines and Client Responsibilities

- The client is asked to select a specific time window for design phase availability
- During which they will be responsive and available to proceed with the design and approval process.
- Any delays or lack of communication during this period may result in the project being rescheduled, with pricing subject to change based on material costs or market conditions.
- It is the client's responsibility to ensure they are available within the agreed-upon time frame.

Refundability

- Deposits are non-refundable, unless otherwise agreed in writing.
- Off Grid Customs will make reasonable efforts to refund any unused portion of the deposit after costs and goods have been purchased or used for the project. However, once materials or labor have been committed, the deposit is non-refundable.

2. Warranty

Off Grid Customs warrants the composite camper body against leaks and structural defects for a period of **3 years** from the original purchase date. Additionally, we offer a **1 year** warranty on all components attached to the camper body, such as windows, doors, lights, and other hardware.

Coverage

This warranty applies to:

- The composite camper body, specifically covering leaks and structural integrity.
- All attached components, including windows, doors, lights, and hardware, which are covered for one year from the original purchase date.

It does not cover:

- Any attachments, upgrades, or interior components added by the customer.
- Any modifications made to the camper body by the customer without OGC approval.
- Third-party components, which are covered under their respective manufacturers' warranties. Please contact the supplier directly for warranty claims on these items.

Warranty Process

- For any issues related to leaks or structural defects in the composite body, or defects in attached components, Off Grid Customs will, at our discretion, repair or replace the affected items.
- Goods must not be returned without prior written consent.
- To begin a claim, provide photos and a description of the issue. We will guide you through the repair process, coordinate local service, or arrange in-house service if needed.

Warranty Voidance

The warranty will be void if the composite camper body or attached components are:

- Mishandled, overloaded, or improperly maintained.
- Modified without authorization from Off Grid Customs.
- Serviced or altered by unauthorized agents.

Transferability

This warranty is non-transferable and applies only to the original purchaser.

Start Date

Warranty coverage begins on the date the completed camper is handed over to the end user.

3. Limitation of Liability

The Seller's liability is strictly limited to the repair or replacement of defective Goods. The Seller is not responsible for:

- Indirect, incidental, or consequential damages, including but not limited to lost profits.
- Damages arising from misuse, overloading, or failure to follow provided instructions and guidelines.

Buyer Responsibilities

- The Buyer must maintain the Goods in accordance with the Seller's guidelines and recommendations.
- The Buyer is responsible for adhering to all weight and loading specifications to ensure proper function and safety.
- Failure to comply with these requirements may void the warranty and release the Seller from any further liability.

4. Pickup/Acceptance and Transportation

- If pick up at our shop is arranged, the finished unit must be picked up within 7 days of completion. A storage fee of \$20.00 per day will apply if the unit remains on-site beyond this period. Clients will be informed of the pickup window in advance to ensure timely arrangements.
- The Buyer must inspect the Goods immediately upon receipt for any major issues.
- Any claims regarding assembly defects must be submitted in writing within two (2) business days of pickup or delivery. Failure to do so will be considered acceptance of the Goods as is.
- The Seller will select the carrier and packing method for shipping unless the Buyer provides specific instructions. Special requests may incur additional charges.
- **Shipping Damage**: Any damage occurring during transit must be addressed directly with the carrier.

5. Tax Exemption Policy

Off Grid Customs' composite camper boxes may qualify for tax exemption under the following conditions:

- PST Exemption: If we ship the camper box and the title transfer occurs outside of British Columbia, the sale is exempt from PST. The shipment must be arranged by Off Grid Customs, not the customer.
- GST Exemption: Sales to US-based customers are generally zero-rated for GST, provided satisfactory evidence of export from Canada is obtained (e.g., shipping documents).(Source)

For f	urther	details,	visit the	British	Columbia	Ministry	of Finance	e or cons	sult your	tax adv	isor.
-------	--------	----------	-----------	---------	----------	----------	------------	-----------	-----------	---------	-------

6. Delays

- Delivery dates are approximate and may be affected by:
 - Material availability and the Seller's production schedule.
 - Acts beyond the Seller's control (e.g., natural disasters, pandemics, wars, or other force majeure events).
 - o Buyer delays, such as late approvals or payments.

Remedies

- The Seller will promptly notify the Buyer of any delays that affect the project timeline, including those due to material availability, production schedules, or external factors.
 We will provide an updated estimated completion date and work to minimize any disruptions.
- If delays occur due to factors beyond our control, the Seller reserves the right to extend performance dates or cancel part of the order.

7. Order Cancellation and Change Orders

- Once the work order is authorized, cancellations are not possible, as costs are incurred immediately.
- Change orders may incur additional costs, which could be at a premium depending on how they affect the original WO costs.
- If a cancellation request is made before work begins or material purchases, the buyer may receive a prorated refund for unused funds.
- If the buyer cancels after work has begun, no refund is due. The seller may retain the deposit to cover incurred costs, including labor and materials.

8. Intellectual Property (IP) Protection

- Off Grid Customs retains full ownership of all proprietary designs, assembly methods, and related intellectual property (IP).
- Unauthorized use or sharing of Seller's IP will result in legal action.
- Any sharing or use of sensitive information outside this agreement requires a signed NDA.

9. Governing Law

- These terms are governed by the laws of British Columbia, Canada.
- Any disputes will be resolved in the courts of British Columbia.

10. Dispute Resolution

- In the event of a dispute, the parties agree to first attempt resolution through negotiation or a mutually agreed-upon dispute resolution process before pursuing litigation.
- All information shared during the process will remain confidential and "without prejudice."

11. Cost of Collection

• The Buyer agrees to reimburse the Seller for all legal costs, including attorney fees, incurred in recovering unpaid amounts or enforcing contract terms.

12. Severability

• If any provision of this agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect.