



## Terms & Conditions

The following terms and conditions apply to all purchasers, purchase orders and requests for quotation. Changes to these terms and conditions may occur at any time without prior notification.

**Pricing:** Possession of a price list does not constitute an offer to sell. Prices are subject to change without prior notice, and should be confirmed by Rosen Sunvisor Systems, LLC prior to issuance of a purchase order. Current pricing for standard product can be obtained by contacting our Customer Service department at 800.284.7677.

**Payment terms:** For an open account a credit application and agreement form must be completed, signed and submitted for approval prior to shipment of an order. Terms for open accounts are Net 30 days from date of invoice. For other forms of payment (including, without limitation, a Company check, C.O.D. and wire transfer), order will ship upon crediting of the account, or when funds are cleared. We accept VISA, MasterCard and American Express as forms of credit card payment. An amount of 1.5% per month will be charged to all past due open accounts. Past due accounts will also be subject to credit hold pending receipt of delinquent amounts.

**Shipment Policy:** All orders will be shipped according to the method indicated on the customer purchase order. An expedite charge of \$20.00 will be added to the invoice for same day shipment requests.

**Shipment damage, paperwork exclusion, errors or shortages:** All shipments are F.O.B. Eugene, Oregon. Purchaser assumes all responsibility for damage caused in transit. It is the responsibility of the recipient to file damage claims with the freight company directly. If documentation is excluded, or errors or shortages are detected in any shipment, Customer Service must be notified of the discrepancy with 5 working days from the date of receipt. Purchaser's failure to notify Customer Service within this time period shall be deemed complete acceptance of all goods by Purchaser.

**Returns:** Our procedure requires all returned material must be accompanied with a Rosen issued RMA (Returned Material Authorization) Number that is clearly visible on the outside of the package. RMA numbers may be obtained by calling Customer Service at 800.284.7677. Failure to follow this procedure may result in delay of repair, issuance of credit, or loss of item(s). Failure to follow this procedure may also result in the rejection of the shipment. Freight, unless otherwise agreed, is prepaid by the sender. It is the responsibility of the sender to

package returned items in a manner that protects against transit damage. Freight damage resulting from improper packaging will be the sole responsibility of the sender.

Warranty: Rosen Sunvisor Systems warrants all aviation products to be free of defects in material and workmanship for period of (3) years from date of purchase for aviation product line and for a period of (1) year from date of purchase for automotive product line. This warranty does not cover lens scratches or other damage due to misuse or neglect. Upon completion of warranty rework, the product will be warranted for the period set forth above, calculated from the date of shipment, limited to the extent of the material and workmanship associated with the specific repair activity.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ORDINARY OR PARTICULAR PURPOSES, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THE EXPRESSED LIMITED WARRANTY.**

Purchase Orders and open account credit applications are contracts for the sale of goods, and shall be governed by the provisions of the Oregon Commercial Code-Sales (the "Code"), except that these terms and conditions shall control where they are in any way inconsistent with the Code.

Any dispute or collection action related to payment or to goods ordered or delivered hereunder shall be governed by the laws of the State of Oregon. Venue for any such dispute is expressly limited to the State and Federal courts located in Lane County, Oregon. If any civil or collection action is filed or undertaken related to payment or to goods ordered or delivered hereunder, the prevailing party shall be entitled to recover its reasonable costs and attorney fees, both at trial and on any appeal thereof, including costs and fees incurred in any action peculiar to federal bankruptcy law, and including costs and fees incurred in collection, whether or not a civil action is filed or prosecuted.