



Terms & Conditions – 5.20.26

1. Express Consent to Terms and Conditions.

“Buyer” of goods (the “Items”) expressly acknowledges, consents, and agrees to the Fenton Mobility Products, Inc. (the “Seller”) Standard Terms and Conditions for the Sale of Parts & Components (the “Terms and Conditions”). Buyer’s placement of an order (the “Purchase Order”) with Seller constitutes and provides Buyer’s express consent and agreement to the Terms and Conditions. Seller’s acceptance of the Purchase Order is conditioned upon Buyer’s express consent and agreement. Seller reserves the right to refuse orders from, or otherwise not do business with, any party for any reason, whether or not such refusal of service is based on a reason outlined in the Terms and Conditions.

2. Purchase Order.

2.1. Seller’s Purchase Order quotation is not an offer to sell the Items noted, but an invitation to the addressee, Buyer, to purchase the Items on the terms and conditions stated therein and herein. Seller reserves the right to, and Seller’s website is subject to, daily changes in prices, listings, specifications, or product numbers.

2.2. The purchase of any Items shall be expressly limited to the Purchase Order issued to Seller and these Terms and Conditions. Purchase Orders will detail the Items, unit quantities, part numbers, applicable prices, and an estimated delivery date. Any additional, different, or modified terms proposed by Buyer are rejected.

3. Vehicle Purchase.

3.1. Acceptance; Binding Agreement

All Purchase Orders (“POs”) submitted by Buyer and accepted in writing by Seller shall constitute a binding and enforceable contract under the laws of the State of New York, including the New York Uniform Commercial Code (“UCC”). Acceptance may be evidenced by written confirmation, issuance of an order acknowledgment, or commencement of performance.

3.2. Firm, Non-Cancellable Orders

Upon acceptance by Seller, each PO shall be deemed a firm, non-cancellable, and non-terminable order. Buyer shall have no right to cancel, suspend, or modify any accepted PO without Seller’s prior written consent, which may be withheld in its sole discretion. Any attempted cancellation or modification without such consent shall constitute a material breach.

3.3. Specially Manufactured / Upfitted Goods (UCC § 2-709 & § 2-710)

Buyer acknowledges that vehicles, equipment, and components provided by Seller are frequently specially manufactured and/or upfitted to Buyer specifications and are not readily resalable in the ordinary course of business. Accordingly, Buyer agrees that Seller shall be entitled to recover the full contract price and/or incidental damages as permitted under UCC §§ 2-709 and 2-710 in the event of Buyer’s breach.





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3.4. **Payment Terms**

Unless otherwise agreed in writing, full payment of the purchase price is due as provided in **Section 5**, but in any event prior to shipment. Seller reserves the right to require deposits, progress payments, or other assurances of performance under UCC § 2-609. Failure to make payment when due shall constitute a material breach. For exhaustive details regarding the Buyer's payment obligations, accepted methods of remittance, and the specific terms governing the timing and clearing of funds, please refer to **Section 5** (Payment) of these Terms and Conditions.

3.5. **Refusal or Failure to Accept Delivery (UCC § 2-703)**

Buyer shall not refuse or fail to accept delivery of goods subject to an accepted PO. Any wrongful rejection, failure to take delivery, or repudiation shall constitute a breach, entitling Seller to exercise all remedies available under UCC § 2-703 and related provisions.

3.6. **Remedies**

In the event of Buyer's breach, including but not limited to attempted cancellation, non-payment, or refusal of delivery, Seller shall be entitled, to the fullest extent permitted under New York law, to exercise any remedies available, including:

- 3.6.1. Recover the full contract price for goods identified in the contract (UCC § 2-709)
- 3.6.2. Recover incidental damages, including commercially reasonable charges for labor, materials, storage, transportation, insurance, and administrative costs (UCC § 2-710)
- 3.6.3. Resell the goods and recover any deficiency (UCC § 2-706)
- 3.6.4. Suspend performance and/or cancel the contract (UCC § 2-703)
- 3.6.5. Recover reasonable attorneys' fees and costs of collection, to the extent permitted by law or agreed in writing

3.7. **No Waiver**

No waiver by Seller of any breach or default shall be deemed a waiver of any subsequent breach or default.

3.8. **Buyer Price**

Buyer Price excludes extra charges that may apply, including tag and title registration fees, taxes, document processing fees, administrative costs, dealer fees, closing expenses, state and federal fees, electronic filing fees, emissions tests, inspection fees, finance charges (if applicable), and similar fees unless specifically stated in the Purchase Order. Vehicle availability, mileage, features, equipment, and pricing can change without notice. For full details and rebate eligibility, please check with Buyer. Information, including prices, may be updated or changed at any time, and accuracy is not guaranteed. Residency restrictions may apply.

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- 3.8.1. Full payment is required to ship the vehicle
- 3.8.2. Buyer is responsible for taxes, fees, and shipment costs
- 3.8.3. Need a formal PO to allocate the vehicle and start production.
- 3.8.4. A vehicle will not begin production until a formal PO is acquired from Buyer.

4. Prices.

- 4.1. Prices shall be in United States dollars and include the packaging, crating, and transportation. No special charges will be included for transportation, packaging, packing, or containers unless specifically stated in the Purchase Order.
- 4.2. Prices will include, and Seller agrees to pay, any and all federal, state, and/or local taxes applicable and due for the transportation and sale of the Items by Seller to Buyer.
- 4.3. If Buyer is exempt from any tax (due to being a merchant, having tax-exempt status, or otherwise), when the Purchase Order is submitted, Buyer shall provide to Seller a (or Seller shall have on file) Buyer's exemption certificate or other documentation acceptable to the taxing authority imposing the tax, fee, or charge. If Buyer provides Seller with a properly executed certificate or other documentation representing that Seller is not required to collect tax from Buyer, such taxes shall be excluded from the Purchase Order. Buyer will indemnify and save Seller harmless from any liability, penalties, or expenses (including reasonable attorney's fees) incurred by Seller as a result of its reliance upon such certificate or other documentation.

5. Payment.

- 5.1. Upon checkout, full payment will be immediately due, to be paid by credit card with credit card service providers deemed acceptable by Seller.
- 5.2. In the event there is a problem with processing a payment, and/or there is an unpaid balance that requires an attorney, collection, or any other services to be collected, Buyer agrees to pay reasonable attorneys' fees, collection services fees, and/or any other fees or charges whatsoever that are incurred to collect the unpaid balance.
- 5.3. Unless otherwise expressly agreed in writing signed by Seller, full payment of the total Purchase Order price is due and payable at the time of order placement for all online or electronic transactions. For all other orders, payment must be received in full as a condition precedent to the commencement of production, upfitting, or shipment of Items. Seller's obligation to perform is contingent upon the receipt of cleared and immediately available funds in United States Dollars.

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5.4. Seller accepts the following forms of payment:

5.4.1. **Credit Cards** (subject to Seller's verification and acceptance);

5.4.2. **Cash**

5.4.3. **Check** (shipment will be held until the check has cleared Seller's financial institution);

5.4.4. **Wire Transfer**

5.4.5. **ACH**

5.5. Failure to make payment when due shall constitute a material breach of these Terms and Conditions. Seller reserves the right, in its sole discretion and pursuant to NY UCC § 2-609, to suspend production, withhold shipment, or demand further assurances of performance if Buyer's payment is delayed, returned for non-sufficient funds, or otherwise disputed

6. Warranty.

6.1. Seller warrants the Items sold in the Purchase Order against defects in workmanship and material under normal use and service, excluding erosion or corrosion, for a period of one (1) year from the delivery receipt date. All claims must be brought within one (1) year of the delivery receipt date, regardless of their nature. This warranty does not cover parts, components, or products not manufactured by Seller, which will bear only the warranty of the manufacturer. It is expressly acknowledged, understood, and agreed that Seller's entire liability, whether under warranty, contract, negligence, or otherwise, shall be limited to, and shall not exceed, the repair or replacement of the Items found to be defective in workmanship or material within one (1) year from the delivery receipt date, labor excluded, with Buyer responsible for all return expenses. This warranty states the entire obligation of Seller in connection with this transaction.

6.2. All of Seller's warranties made in connection with this sale shall not be effective if Seller has determined, in its sole discretion, that Buyer has misused the Items in any manner, has failed to use the Items in accordance with industry standards and practices, including regular service or maintenance, or has failed to use the Items in accordance with guidance (if any) provided by Seller.

6.3. Seller makes no other warranties, express or implied, arising by law or otherwise (including but not limited to any warranty with respect to title, any obligations of Seller with respect to the implied warranty of merchantability, any implied warranty of fitness for any particular purpose, any implied warranty against latent defects, any implied warranty arising from course of performance, course of dealing, or usage of trade or otherwise, and any obligation or liability of Seller from tort, or for loss of use, revenue, or profit, or for incidental, special, or consequential damages or whether or not occasioned by the negligence of Seller are excluded), to the fullest extent permitted by law.

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7. Limitation of Liability.

7.1. Seller shall not in any event be liable for incidental, consequential, or special damages of any kind resulting from any use, misuse, or failure of the items, even if Seller has not advised of the possibility of such damage, including without limitation, liability for loss of use, loss of work in progress, down time, loss of revenue or profits, failure to realize savings, loss of products of Buyer or other use or any liability of Buyer to a third party on account of such loss, or for any labor or any other expense, damage, or loss, including personal injury or property damage, to the fullest extent permitted by law.

7.2. Buyer shall not be entitled to, and Seller shall not be liable for, loss of profits or revenue, promotional or manufacturing expenses, overhead, business interruption cost, loss of data, removal or reinstallation costs, injury to reputation or loss of Buyer, punitive damages, ip infringement, loss of contracts or orders or any indirect, special, incidental or consequential damages of any nature, to the fullest extent permitted by law.

8. Indemnification.

Buyer shall indemnify, defend, and hold Seller, its successors and assigns, shareholders, directors, officers, employees, or agents harmless from any loss, liability, or claims based on personal injury; property damage; Seller's compliance with Buyer's designs, specifications, or instructions; modification of any items by anyone other than Seller; use in combination with other products; or other damage or loss caused by, or incidental to, Buyer's use of Items.

9. Shipping Policy

9.1. **How Your Shipment Will Arrive**

We take great care in packaging our products to prevent damage during transit. Depending on the size and type of your order, your shipment will arrive in one of two ways:

9.1.1. **Branded Seller Boxes:** Smaller parts and accessories are shipped in our custom-branded boxes, sealed with reinforced tape.

9.1.2. **Blue Shrink Wrap:** Larger items, pallets, or vehicle components are often secured using our signature heavy-duty blue shrink wrap. This helps protect against moisture and ensures all components remain tightly secured during freight transport.

9.2. **Inspecting for Damage & Reporting Issues**

It is the receiver's responsibility to inspect all packages at the time of delivery before signing the carrier's receipt. If you notice visible damage:

9.2.1. **Refuse the Shipment:** If the packaging is severely torn, crushed, or the blue shrink wrap is compromised and the product appears damaged, you have the right to refuse the shipment.

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9.2.2. Note the Damage: If you choose to accept the package despite visible wear, you must write "Damaged" clearly on the carrier's Bill of Lading (BOL) or delivery receipt before the driver leaves.

9.2.3. Document Everything: Take clear photos of the packaging and the damaged product from multiple angles.

9.3. How to Report:

All shipping damage claims must be reported to Seller Customer Service within 48 hours of delivery. Please fill out the ["Submit a Claim"](#) form with your order number, photos of the damage, and a copy of the delivery receipt, and a member of our team will contact you within 5 business days to verify the submitted claim. Failure to note damage at the time of delivery may limit Seller's ability to file a claim with the carrier and resolve shipping claims. If a claim is not reported within such time frame, Buyer will be deemed to have accepted the Items.

9.4. Delays and Unforeseen Circumstances

While we strive to meet every estimated delivery date, Seller is not responsible for shipping delays caused by "Acts of God" or unforeseen circumstances beyond our control. These may include, but are not limited to:

- 9.4.1.** Extreme weather conditions.
- 9.4.2.** National carrier shortages or strikes.
- 9.4.3.** Global supply chain disruptions.
- 9.4.4.** Governmental actions or port delays.

10. Return Policy.

Once Purchase Orders are accepted by Seller, all cancellations, suspensions, or delays of Purchase Orders by Buyer must be expressly agreed to by Seller, and are subject to reasonable fees and charges incurred by Seller due to such changes from the date of purchase. Seller will advise Buyer of the total charge for such changes, and Buyer agrees to pay such charges, including but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from cancellation of the Purchase Order, including a restocking charge.

10.1. Return Window & Eligibility

- 10.1.1.** 7 Day Limit: All return requests must be initiated within 7 days of receiving your item.
- 10.1.2.** Right of Refusal: Seller reserves the right to refuse a return at any time.
- 10.1.3.** Dealer Purchases: If you purchased your product from an Authorized Dealer, you must contact the dealer directly to request a return or exchange.





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- 10.2. Returnable Items:** Seller maintains strict standards for returned merchandise to ensure the safety and reliability of our products. While we strive to assist Buyers, Seller reserves the right to refuse a return at any time, for any reason, at our sole discretion.
- 10.3. Condition Requirements:** To be considered for a return, items must be in "as-new," sellable condition. This includes, but is not limited to:
- 10.3.1.** Being in the original, undamaged manufacturer's packaging, or equivalent professional-grade crating to prevent damage during transit.
 - 10.3.2.** Including all hardware, components, instructions, and documentation.
 - 10.3.3.** Showing no signs of installation, mounting, or attempted use.
 - 10.3.4.** Being free of any cosmetic defects such as scratches, scuffs, grease, or debris.
- 10.4. Non-Returnable Items:** Certain items are ineligible for return due to their nature, safety regulations, or customization. These include:
- 10.4.1. Custom or Special Orders:** Any products modified, fabricated, or ordered to specific Buyer dimensions or requirements.
 - 10.4.2. Electrical Components:** Due to the sensitive nature of electrical systems, items such as wiring harnesses, controllers, and motors are non-returnable once the packaging has been opened.
 - 10.4.3. Safety Equipment:** Any components that are integral to the structural safety or restraint systems of a vehicle.
 - 10.4.4. Clearance or "As-Is" Items:** Any items marked as final sale at the time of purchase.
- 10.5. Inspection and Final Discretion:** Every return undergoes a rigorous multi-point inspection upon arrival at our facility. If an item is found to be used, damaged, or missing parts, the return will be denied. In such cases, Buyer will be notified, and the item will be held for 14 days for Buyer to arrange return shipping at their own expense before it is otherwise disposed of by Seller.
- 10.6. Verification of Authenticity:** Seller will only accept returns for Items purchased directly from us. We reserve the right to cross-reference serial numbers and batch codes to verify the item's origin before approving any credit or refund.
- 10.7. Return Method & Logistics:** Buyer is solely responsible for all logistics and expenses related to the return of the Item. To ensure a valid return, the following shipping conditions must be met:
- 10.7.1. Freight Responsibility:** Buyer is responsible for arranging and paying for all return freight, shipping, and handling charges. Seller will not provide prepaid shipping labels, nor will we reimburse for any shipping costs incurred during the return process.
 - 10.7.2. Prepaid Shipments Only:** All returns must be shipped "Freight Prepaid." Seller will strictly refuse any shipments sent "Freight Collect" or "C.O.D." (Cash on Delivery). Any expenses incurred from refused "Collect" shipments are the sole responsibility of Buyer.

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- 10.7.3. Risk of Loss and Insurance:** Buyer retains the title and risk of loss or damage for all products until they are physically received and signed for at Seller's warehouse. Because of the high value and specialized nature of mobility equipment, we **strongly recommend** that Buyer:
- 10.7.3.1.** Purchase full shipping insurance for the retail value of the item.
 - 10.7.3.2.** Use a reputable carrier that provides end-to-end tracking services.
- 10.7.4. Packaging Standards:** Items must be returned in their original packaging or equivalent professional-grade crating to prevent damage during transit. Failure to secure the item properly—resulting in scratches, dents, or paint damage—will void the return eligibility as outlined in **Section 10.9 (Condition & Damage)**.
- 10.7.5. Return ID Visibility:** The Return ID must be clearly marked on the exterior of the shipping crate or box. Packages arriving without a visible Return ID may be rejected at the dock, leading to additional carrier fees for Buyer. Do not return an item until you have a Return ID (generated by the return form).
- 10.8. Refunds & Credits**
- 10.8.1.** Account Credit: Approved returns will result in a credit to your account.
 - 10.8.2.** Refund Requests: If you have no open orders at the time of the return, you may request a direct refund.
 - 10.8.3.** Fees: Seller reserves the right to assess a restocking fee on all returned merchandise.
- 10.9. Condition & Damage:**
- 10.9.1.** Pre-Return Inspection: You must provide photos showing the condition of the items and components BEFORE they are shipped back to us.
 - 10.9.2.** Damaged Items: Items deemed damaged (including but not limited to paint chips, dents, or scratches) BEFORE shipping back are NOT eligible for a refund.
 - 10.9.3.** Arrival Condition: If an item was received and no damage claim was filed with the shipping company immediately, it is assumed the item arrived in good condition.
 - 10.9.4.** Shipping Damage: If your item is damaged during the return transit, Buyer is responsible for filing a claim with the transport company.

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11. Delivery.

Seller shall be responsible for shipment to Buyer's location, unless otherwise agreed in writing by the parties. A packing list shall accompany each shipment. All sales are FOB Seller's shipping point unless otherwise noted, and Buyer shall bear all risk of loss or damage in transit. Seller's delivery dates are estimates only. Seller is not liable for delivery delays or for failure to perform due to causes beyond the reasonable control of Seller, nor shall the carrier be deemed an agent of Seller. A delayed delivery of any part of a Purchase Order does not entitle Buyer to cancel other deliveries. In no event shall Seller be liable for any damages (consequential or otherwise) caused by delay or failure to deliver or ship due to causes beyond Seller's reasonable control, including those reasons in section 9.4.

12. Inspection and Acceptance.

All Items provided by Seller must be inspected by Buyer for any physical damage to the packaging. Delivery inspections must be completed before accepting the delivery. Buyer shall inspect the Items upon receipt and shall notify Seller in writing of any overages, shortages, or other failures to conform to the Purchase Order which are reasonably discoverable within seven (7) business days of the delivery receipt.

13. Proprietary Rights.

In the course of providing the Items, if Seller discloses any designs, drawings, data, specifications, or other information, Buyer shall not use, reproduce, manipulate, compile, or disclose such information in any manner whatsoever.

14. Use of Items.

Unless otherwise noted, Items sold by Seller are not designed, intended, or authorized for use in life support, life sustaining, or other applications in which the failure of such Items could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If Buyer uses or sells the Items for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Seller and the manufacturer of the Items are not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer hereby agrees to indemnify, defend, and hold Seller and the manufacturer of the Items harmless from and against any and all loss, liability or claims resulting from Buyer's use of the Items.

15. Governing Law & Jurisdiction.

Any order and any actions arising from these Terms and Conditions or the Purchase Order shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of laws principles. Buyer consents that the federal and state courts of the State of New York, Erie County, shall have exclusive jurisdiction to hear any dispute arising out of or in connection with these Terms and Conditions or the Purchase Order.

16. Attorney's Fees.

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Buyer agrees to pay for all reasonable attorney's fees and disbursements which are incurred by Seller due to a breach of these Terms and Conditions by Buyer.

17. Severability.

Should any section, provision, term, or clause herein these Terms and Conditions be found invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed to be removed or reduced until no longer offensive to the law. To that end, the sections, provisions, terms, or clauses herein are severable. Such invalidity of any portion of these Terms and Conditions shall not invalidate the remaining valid balance.

18. Headings.

Headings are for reference only and shall not in any way limit or affect the meaning or interpretation of these Terms and Conditions.

19. Entire Agreement.

The entire agreement of Seller and Buyer is expressed exclusively herein, these Terms and Conditions, and in the Purchase Order.