

STANDARD TERMS AND CONDITIONS

The following shall govern all orders for Products by Dealer and sales of Products by Bravo to Dealer. The terms herein may be updated by Bravo from time to time. Ordering Products from Bravo constitutes acceptance of the terms set forth herein, as such terms may be updated. Any different, conflicting, or additional terms in any purchase order or other writing from Dealer or in any order acknowledgement or other writing from Bravo shall be of no force of effect unless acknowledged and executed by an officer of Bravo.

ORDERS:

No order will be final as to Bravo until accepted by Bravo. Orders shall be deemed accepted unless rejected by Bravo in writing within ten (10) days of the date thereof. After acceptance of the Dealer's order, it shall not be subject to cancellation. All sales are final. No product will be accepted for return and no credit will be allowed on any product returned unless Bravo has granted prior written permission. Dealer is not authorized to resell any products online or via e-commerce.

SHIPMENT, DELIVERY, AND TITLE:

Dates of all shipments are estimated and not guaranteed. All product will be shipped F.O.B. Bravo's plant. In the absence of specific instructions, Bravo will select the carrier and ship freight prepaid; the cost of which will be added to the price of the relevant Product. In cases where Dealer, for any reason, requests deliveries of Products on a basis that is not in conformity with Bravo's standard shipping procedures, Dealer shall be responsible for all such costs associated with premium freight and any resulting overtime required in order to make deliveries in conformance with Dealer's requested delivery schedule. Bravo will not be deemed to assume any liability in connection with any shipment because of the selection of a carrier or its failure to obtain insurance. Title and risk of loss or damage to each of the Products will pass to the Dealer when delivery is made to the possession of the carrier. **Trailers must be picked up or paid for within 14 days of completion.**

TAXES AND GOVERNMENTAL CHARGES:

Prices do not include any taxes or other governmental charges, including without limitation, sales, use, excise, or similar taxes levied by any government, now or hereafter enacted. In Bravo's sole discretion, and such taxes and charges may be added to the price for any products or may be billed separately. The Dealer will, in any event, pay all such taxes and charges, on or before their due dates. In the event Bravo is required at any time to pay any such tax or charge, the Dealer will reimburse Bravo promptly on demand. If any governmental agency requires Dealer to withhold any portion of the gross amount due to Bravo, then such payment shall be increased by an amount such that the amount actually remitted to Bravo is equal to the amount that would have been remitted had there been no such withholding.

TERMS OF PAYMENT:

Unless otherwise stated in Bravo's invoice, terms of payment for orders shipped will be cash on delivery (COD). Bravo shall have the right, at any time and from time to time, to require an irrevocable letter of credit or other assurance of payment satisfactory to Bravo as a condition to acceptance of any order or shipment of any product. Unless otherwise agreed to by Bravo, payment shall be by check to be drawn on Dealer's account, by wire transfer to Bravo's account at a commercial bank Bravo shall designate, or by Bravo's draw upon a bank letter of credit satisfactory in form and substance to Bravo. All payments by Dealer shall be made in United States Dollars and shall be paid fully net, without set-off, deduction or counterclaim.

LATE CHARGES:

If the Dealer fails to pay the price or any other payment due to Bravo when due, Bravo may recover, in addition to the price or payment, interest thereon at a rate equal to the lesser of 1-1/2% per month and the maximum rate of interest allowable under applicable law.

GRANT OF SECURITY INTEREST:

Dealer hereby grants Bravo a security interest in all Products sold to Dealer hereunder to secure due and punctual payment and performance of all of its obligations hereunder. Dealer shall execute all financing statements and other documents, and take all other actions, which Bravo shall reasonable request to perfect, protect, continue or maintain such security interests.

LIMITED WARRANTY:

Bravo warrants the original owner/end user that the trailer will be free from defects in materials and workmanship, except as herein limited, for a period of three (3) years on Scout and Silver Star models and five (5) years on Star and ICON models. This warranty is not-transferable from the original owner/end user and begins on the date of the first retail purchase, provided all stated conditions and exclusions are met and satisfied. The obligation of this warranty shall be limited to repairing or replacing any part or parts which, in the opinion of Bravo, are determined to be defective during the warranty period.

In order for the warranty to be effective, the warranty registration certificate must be returned to Bravo within fifteen (15) days of the first retail purchase. Failure to return the completed registration certificate to Bravo may invalidate this warranty. It is the responsibility of the dealer to ensure that this registration certificate is completed and returned to Bravo within this fifteen (15) day period.

All warranty requests must be presented to Bravo and proper arrangements must be made with and approved by Bravo prior to the repairs being made.

All warranty repairs must be made at Bravo's factory unless prior written approval is obtained from Bravo before repairs begin. Bravo may elect at its option to have warranty work performed by a qualified repair shop.

Bravo will not be obligated in any way to pay for actual repairs made unless specific written approval from Bravo is received in advance of any repairs being made. Repairs must be made in a manner that is approved by Bravo. Charges for labor and parts for any covered warranty work are limited to the cost that would have been incurred by Bravo at its factory for such labor and parts.

STANDARD TERMS AND CONDITIONS (CONTINUED)

LIMITED WARRANTY (CONTINUED):

Except as described in this warranty, Bravo will not pay any other charges or expenses, including overtime labor, service calls, loss of use, inconvenience, rental of substitute equipment, towing charges, transportation costs, or other commercial loss. Such charges or expenses are the responsibility of the customer and will not be paid for by Bravo.

This warranty covers all defects in workmanship by Bravo. This warranty does not cover the following components ("excluded components"): Tires, wheels, axles, jacks, couplers, paint, electrical and plumbing parts, seals, plywood, aluminum components, windows, doors, awnings, generators and electrical fixtures and any other component that carries its own manufacturer's warranty. The excluded components are covered by the warranties of the manufacturers of these components. Any potential warranty claim for an excluded component must be presented by the owner/end user to the manufacturer of that component for reimbursement.

This warranty does not cover any equipment or components that have been modified, reworked, or altered in any way. Bravo will not be responsible for work performed or options installed by others, including without limitation, graphics, special awnings, and hydraulic lift systems. This warranty does not cover corrosion to the frame, skin, electrical, or other construction materials caused by the presence of any product causing a chemical reaction to the materials used to build the trailer (fertilizers, cement, caustic chemicals, etc.).

This warranty is void if the defective part or parts were caused by misuse of the product. Bravo, in its sole discretion, will determine if misuse has occurred. Examples of misuse include overloading (as determined by the gross vehicle weight rating and not payload capacity as shown on the vehicle identification label), improper loading, negligence, alteration, accident, and lack of reasonable and proper periodic maintenance.

This warranty does not cover damages caused by loose or improperly torqued lug nuts, incorrect or altered hitch balls, improper hitching, loose bolts and screws, or damages to any tow vehicle or tow vehicle wiring.

Color Disclaimer:

Bravo Trailers purchases exterior aluminum skin pre-painted. At times there are slight one shade variances which is the aluminum mills painted coil industry standard. These color variations will not be considered as a Warranty Claim.

NO IMPLIED WARRANTIES:

THE WARRANTIES GIVEN IN THESE TERMS ARE THE ONLY WARRANTIES GIVEN BY BRAVO WITH REPECT TO THE PRODUCTS AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR LIMITED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH WARRANTIES ARE HEREBY DISCLAIMED. DEALER'S EXCLUSIVE REMEDY, AND BRAVO'S SOLE LIABILITY, FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE ONLY THOSE EXPLICITLY SET FORTH HEREIN. No agent, employee, or representative of Bravo has any authority to bind Bravo to any affirmation, representation or warranty concerning goods sold by Bravo and unless an affirmation, representation or warranty is specifically included herein or in Bravo's sales acknowledgement, it does not form a part of the basis of any transaction between Bravo and Dealer and shall not be enforceable by Dealer.

LIMITATION OF LIABILITY:

An essential purpose of the limited exclusive liabilities and remedies in this agreement is allocation of risks between Bravo and Dealer, which allocation of risks is reflected in the purchase price for the Products. UNDER NO CIRCUMSTANCES SHALL BRAVO'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR BRAVO'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH LIABILITY RELATES. IN NO EVENT SHALL BRAVO BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, WHETHER OR NOT BRAVO HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

NON-EXCLUSIVE:

Nothing contained within this agreement shall be construed to establish an exclusive relationship between Bravo and Dealer within any territory or within any Product type.

INDEMNIFICATION:

Dealer shall indemnify, defend and hold harmless Bravo and its officers, directors, agents, employees, representatives, successors, and assigns from and against all losses, liabilities, costs and expenses (including without limitation, attorneys' fees) arising out of or in connection with claims by third parties for any loss, damage, or injury (including death), caused or alleged to be caused by (a) brEA by Dealer or its employees, partners to whom Dealer sold Product, contractors, representatives, agents, or affiliates, (collectively "Dealer Parties") of any obligation herein, and/or (b) negligent use, application, installation or implementation of Product by any of the Dealer Parties. Dealer shall not join, settle, or otherwise attempt to affect or dispose of any such claim without Bravo's written consent.

MISCELLANEOUS:

Bravo and Dealer are independent contractors and shall not represent themselves as principal and agent, or partners. This agreement shall be governed by Indiana law. In connection with any dispute hereunder, Bravo and Dealer irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts located in Indiana and waive any right to jury trial. Any notice under this agreement shall be in writing, delivered personally or by facsimile to the address as the addressee shall have last furnished in writing to the addressor. Such notice shall be effective upon receipt. The provisions of this agreement are severable and shall be interpreted so as to be valid and enforceable to the maximum extent possible under applicable law. Any invalid or unenforceable provision shall be reformed or replaced by a valid and enforceable provision that is as similar in meaning as possible, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. The rights granted hereunder are personal to Dealer, and Dealer may not assign its rights or delegate its duties, including without limitation, in connection with a merger, consolidation, acquisition, asset sale or similar transaction, without the prior written consent of Bravo. The waiver by either party of a brEA or a default of any provision of this agreement by the other party shall not be construed as a waiver of any succeeding brEA of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.

October, 2024