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## TERMS OF PURCHASE

This agreement governs the purchase by you (“Buyer”) of any product from Stratus Metals, Inc., doing business as Stratus, a corporation organized under the laws of the State of Texas, and located in Brazos County, Texas (“Seller”).

### Shipping and Delivery

- **Delivery** – Buyer must provide its full legal name if an entity, as well as a contact person. Products will only be shipped by freight to a commercial address, or a shipping company’s freight terminal, all within the 48 contiguous United States. The product will be shipped F.O.B. to Buyer’s address, or the shipping company’s freight terminal. Buyer is responsible for all costs of unloading the product from the shipper’s truck if shipped directly to Buyer, or retrieving it from the shipping company’s freight terminal. Buyer must be able to unload the product from the shipper’s truck within 30 minutes, or be subject to additional charges from the shipper. Buyer is solely responsible for any storage and re-delivery charges from the shipper.
- **Pick-up** – Buyer may pick up items at our facility at 8413 Calibration Court, College Station, Texas 77845, by contacting our staff at 512.640.9896.
- **Inspection** – Buyer has the right to inspect all products tendered for delivery, or picked up at Seller’s facility, before delivery is considered complete under this agreement. This inspection may take place only at the place for delivery, or pick up at Seller’s facility. If Buyer rejects any product, it will be immediately returned to Seller, all pursuant to the Returns section, below. The cost of inspection will be borne by Buyer, except in any instance in which goods properly have been rejected.
- **Acceptance** – Since time is of the essence, Buyer agrees to notify Seller in writing of Buyer’s rejection of the product within three, business days after delivery. Otherwise, they will be deemed accepted. In the event a product is rejected, Buyer will hold the product at its place of business until the time Seller has had a reasonable opportunity to coordinate a return, all as set forth in the Returns section, below.

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## Returns

- 1. Returns** – Returns / exchanges will only be accepted within the first month after delivery. After the first month, replacement parts will be used to repair any damages or defects. Customers returning products without defects will be responsible for return shipping and restocking fee. No product may be returned nor will it be accepted without a Return Material Authorization number (RMA), which can be obtained by calling 512-640-9896, or emailing them at [sales@stratusautoequip.com](mailto:sales@stratusautoequip.com). Please allow up to two business days to respond to a request for an RMA. The product must be returned in its original packaging, and unused. We do not offer exchanges.
- 2. Cost of Shipping** – Buyer is responsible for the cost of shipping the product to Seller's facility at 8413 Calibration Court, College Station, Texas 77845, except in the event Seller shipped a product other than the one Buyer ordered, or the product is found to be defective or damaged due to actions or omissions other than those of Buyer or Buyer's agents.
- 3. Refunds** – Refunds will be processed within seven working days of receipt of the product, and we will contact you via email from [sales@stratusautoequip.com](mailto:sales@stratusautoequip.com). Refunds will be issued to the original form of payment used to purchase the product, or if by check, solely to the person or entity that made the original purchase.
- 4. Restocking Fee** – Returns following shipment of the product are subject to a restocking fee of 30 percent that will be withheld from any refund. Buyer agrees that the restocking fee is not intended as a penalty, but rather is a reasonable estimate of costs incurred by Seller, such as coordinating the product's return, and placing it back into inventory and relisting it for sale. Cancellation of orders prior to shipping will be refunded, less a \$250.00 restocking fee. No restocking fee shall be charged for products found to be defective or damaged due to actions or omissions other than those of Buyer or Buyer's agents.

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## Warranty

1. **Limited Warranty** – Seller warrants that the product’s components will be free from defects in workmanship and materials for those periods set forth in the warranty sheet, below, all from the date of delivery, subject to the following terms:

a) This warranty is extended solely to the original purchaser, and is not transferrable nor does it extend to any subsequent purchasers;

b) This warranty covers solely the product and each of its component parts as listed in the warranty sheet, below;

c) In the event of a defect, malfunction, or other failure of the product not caused by any misuse or damage to the product, ordinary wear and tear, or lack of required maintenance, all while in Buyer’s possession, Seller will remedy the failure of defect, without charge to Buyer, within 30 days of written notice from Buyer. The remedy will consist of repair or replacement of the product or part, or refund of the purchase price, at Seller’s option. However, Seller will not elect to refund the purchase price unless it is (i) unable to provide a replacement, (ii) repair is not commercially practicable, or (iii) repair or replacement cannot be made within the time for performance. This warranty does not include on-site repair or installation. Normal wear and tear includes, but is not limited to replacement of shims and slider blocks for vehicle lifts;

d) If the product or one of its component parts contains a defect or malfunction, after a reasonable number of attempts by Seller to remedy the defect or malfunction, Buyer is entitled to either a refund or replacement of the product or its component part(s), at the election of Buyer.

e) To obtain performance of any obligation under this warranty, Buyer may email Seller at [support@stratusautoequip.com](mailto:support@stratusautoequip.com) or call at 512.640.9896. Or, Buyer may enter their information in the form at <https://stratusautoequip.com/pages/warranty.html> and Seller will respond within two business days. When contacting Seller, please provide the date of purchase, name of company or person that purchased it, the method by which the order was placed, model and serial number, who installed it, email address, shipping address, and phone number; and,



**STRATUS AUTO EQUIPMENT**

8413 Calibration Ct.

College Station, Tx 77845

(512) 640-9896

Info@stratusautoequip.com

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f) This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

Seller may require that any defective part be returned at Buyer's expense to Seller's facilities for inspection to determine whether it is defective, or otherwise malfunctioning.

In no event shall Seller be liable, and Buyer waives any claim for liability, for damage to anything, including the product itself, caused by use of the product on an inadequate concrete floor.

Seller does not warranty cosmetic blemishes unless it affects the safety or functionality of the product.

Seller may make product design changes or other improvements without any obligation to update previously sold equipment.

2. **DISCLAIMER OF IMPLIED WARRANTIES.** ANY PRODUCT PURCHASED BY BUYER UNDER THIS AGREEMENT IS SOLD ON AN "AS IS" BASIS, AND SELLER DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT. THE SOLE WARRANTY OF THE PRODUCT IS THE EXPRESS WARRANTY SET FORTH HEREIN.

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## Miscellaneous

1. **Limitation of Liability.** IN NO EVENT SHALL SELLER, ITS AGENTS, OR EMPLOYEES, BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR INCOME, ARISING FROM THE PURCHASE OR USE OF THE PRODUCT.
2. **Forum for Disputes** – Buyer agrees to submit any dispute arising from your purchase or use of a product to a court of competent, subject-matter jurisdiction in Brazos County, Texas, and waive any objection to personal jurisdiction or venue therein. Buyer acknowledges that the purchase bears a reasonable relation to the State of Texas, and therefore Texas law shall apply to the purchase and any disputes arising therefrom, including that of Texas Business and Commerce Code §2.201, et. seq. In the event Buyer submits a dispute to a court in a forum other than that set forth above, Seller may recover all attorney’s fees, expenses, and costs, incurred in opposing jurisdiction and venue in that forum, transferring the dispute to that set forth above, or both.
3. **Complete Agreement** – The terms of this agreement are intended by the parties as the final expression of the terms governing the purchase and use of the product, and Buyer waives any claim to have relied on any representations made prior to or concomitantly with purchase of the product.
4. **Waiver of Subrogation** – Buyer waives any claim in its favor by way of subrogation, or otherwise, for any and all losses, injury, damages or expenses which are covered by Buyer’s insurance, whether it be a general commercial liability policy, workers’ compensation policy, or otherwise.
5. **Legal Costs and Expenses** – In the event Seller prevails in any litigation brought by Buyer regarding a product Buyer purchased from Seller, Seller may recover its reasonable attorney’s fees, and all expenses related to the litigation.