



## Standard Sales Terms & Conditions

These Terms and Conditions (“Sales Terms”) apply to the sale of all Vista products, parts, or materials (“Product(s)”) by Vista Manufacturing, Inc. (Vista) to any customer (“Customer”). Vista’s offer to sell Products to Customer, and Vista’s acknowledgement of any purchase order or other Customer document (“Order”) is expressly limited to, and expressly conditioned on Customer’s acceptance of these Sales Terms. The applicability of terms contained in Customer’s Order is limited to the identification and the quantity of Products ordered.

For purposes of these Sales Terms, “Vista” means Vista Manufacturing, Inc and all North American affiliates and subsidiaries including without limitation:

Vista Manufacturing  
53345 Columbia Dr Elkhart, IN 46514

Vista Plastics  
5023 Green Ct Elkhart, IN 46516

**1. Expiration of Quotation.** Any quotation by Vista will be held open for acceptance for a period of 30 days from the date of the quotation; however, Vista reserves the right to correct clerical and typographical errors, including price and quantity numbers, within 15 days after acceptance of an order based on the quotation.

**2. Price.** All prices are subject to change without notice, and the prices stated in any Vista quotation or order acknowledgement, including materials covered by in the quotation or order shall be adjusted to, and the material shall be invoiced and remitted at, Vista’s prices in effect at the time of actual shipment. At its sole discretion, Vista may institute surcharges from time to time as it becomes necessary due to material changes in the price of shipping, tariffs, petroleum costs, micro-ingredients, or other raw materials.

**3. Acceptance.** All Customer Orders are subject to these terms and conditions. Terms stated by Customer in any other communication, shall not be binding on Vista if different from or in addition to any of the provisions hereof or the quotation, unless expressly agreed to in writing by Vista. Acceptance by Customer of this order, orally or in writing, or of any goods provided hereunder or payment therefore, shall constitute acceptance of these terms and conditions.

**4. Payment.** Payment in cash is due upon delivery unless otherwise agreed in writing. All payments not made by the due date shall bear interest at a rate of 1½% per month. If Customer fails to fulfill the terms of payment, or Vista has any doubt at any time as to Customer’s financial responsibility, Vista may either decline to make further deliveries except upon receipt of cash or other satisfactory security or may terminate the entire agreement. Customer shall reimburse Vista for any costs of collection incurred in collecting any past due sums, including attorneys’ fees. To secure Customer’s obligation to pay Vista the purchase price of the goods, Customer grants to Vista a security interest in the goods and any proceeds thereof, with full rights as a secured party under the Uniform Commercial Code, and Customer appoints Vista as its attorney in fact to sign any financing statements evidencing such security interest on behalf of Customer. If any additional costs are incurred by Vista as result of actions or information supplied by the customer, including without limitation, providing the wrong address information or insufficient funds being available upon presentment and demand, the additional costs incurred by Vista plus a surcharge of \$50.00 will be charged the customer. Vista may withhold shipment whenever Customer’s account is past due, or, upon notice to Customer, whenever Customer’s account has reached the maximum credit allowance, as determined by Vista in its sole discretion. The discount date of any cash discount terms will be based on the invoice date.

**5. Shipment and Risk of Loss.** Customer shall take delivery of the goods F.O.B. Vista’s facility, unless otherwise agreed in writing. Method and route of shipment are at Vista’s discretion, unless Customer supplies instructions otherwise. All expenses and risks of loss or any damages incurred in the transportation of the goods, including any risks of loss in loading or unloading, shall be borne solely by Customer, unless otherwise specified. All claims for loss, damage or delay against the carrier must be made by Customer.

Customer shall accept partial delivery of any order and any defect related to said partial delivery or failure to make any subsequent partial delivery shall be severable and not constitute a breach of the entire agreement. Freight shall be shipped on Vista's shipper account unless otherwise agreed to between Vista and Customer. If freight for a collect account is invoiced back to Vista for any reason, Vista reserves the right to charge Customer all the associated freight. If there is any discrepancy in count or item number of received goods as compared to the packing list, Customer shall notify Vista within 72 hours upon receipt of the shipment, or the goods are assumed to be included as stated, and the invoice is payable as sent.

**6. Delays and Damages.** Vista shall attempt to make deliveries in accordance with its quotation or production order, but if for any reason Vista fails to make such deliveries or to make them within the time stated, or cancels any order, Vista shall not be liable for any loss or damage resulting from any such failure or delay in delivery, or from any such cancellation or for loss of use or loss of profits, or for any other consequential, incidental or special damages on account of delay in delivery.

**7. Rejection of Non-Conforming Goods.** Customer must notify Vista in writing of any rejection of goods deemed non-conforming within 15 days of delivery. The notification shall identify each alleged non-conforming of the goods and describe that portion of the shipment being rejected. If Customer shall fail to give such notice or if Customer uses the goods in any manner inconsistent with Vista's approved use or application, the goods shall be deemed to conform to the terms hereof in all respects and Customer shall be bound to accept and pay for the goods in accordance with these terms.

**8. Cancellation or Modification.** Any order accepted by Vista may be canceled or modified by Customer only upon the written approval of Vista. Customer shall reimburse Vista for all expenses incurred by Vista in connection with such order, including without limitation for engineering design labor, drawings, and materials. Custom parts specifically designed and/or manufactured for Customer are subject to notification in writing to Vista by Customer in the event of any one of the following occurrences: 1) the termination of any program that would affect the custom part purchases, 2) any engineering change pertaining to the custom part, and 3) any decision that would cause Customer to cease purchases of the custom part. In any one of these occurrences, other than non-performance by Vista, Customer agrees to pay Vista for inventory held by Vista.

**9. Limitation of Liability.** Vista's liability on any claim of any kind, including negligence, strict or product liability, or breach of warranty or contract, for any loss or damage arising out of or connected with this contract, or the performance or breach thereof, or the manufacture, sale or use of the goods furnished hereunder shall in no case exceed the price allocable to such goods which gives rise to the claim, and shall not include any liability for any consequential, incidental or special damages.

**10. Reliance Upon Customer's Information.** In the preparation of the quotation and the goods, Vista has relied on information supplied by Customer. In the event such information is inaccurate, Vista shall not be liable for any claim resulting from such inaccurate information, including negligence, strict or product liability, or breach of warranty or contract, with respect to the goods, the performance of breach of this contract, or any defects of design, material or workmanship. Product built to Customer's specifications that is determined subsequently not to fit an application will be Customer's responsibility and no credit or warranty claim will be approved.

**11. Indemnification.** Customer shall defend, indemnify and hold harmless Vista and its agents from any claims, damages or expenses including attorneys' fees, arising or alleged to arise from any asserted deficiencies or defects in the goods caused by any alteration thereof with or without Vista's consent made by Customer, the improper handling, storage or installation by Customer, or any action taken by Customer which voids the ETL and/or UL certification.

**12. Non-Performance.** Neither party shall be liable to the other for failure to perform its obligation in whole or in part when performance is prevented by flood, drought, fire or any other casualty, war, riot, insurrection, acts of God, restrictions or interference by any government or governmental agency, strike, labor action, or any similar cause beyond the control of the party failing to perform, for the period during which such cause of failure exists.

**13. Limitation Period for Bringing Action.** No action may be commenced to enforce this contract or for any breach hereof, or for any defect or deficiency of the goods to be delivered hereunder, whether on warranty, contract, negligence, or strict products liability, unless such action is brought within 12 months after accrual of such cause of action.

**14. Choice of Law and Forum.** This contract shall be governed by the laws of the State of Indiana, notwithstanding any state's choice of law rules to the contrary. Customer consents and agrees that any action brought to enforce this contract, or for any breach hereof, or for any defect or deficiency of the goods to be delivered hereunder, whether on warranty, contract, negligence, or strict products liability, shall be brought solely in a state or federal court sitting in the State of Indiana, and Customer consents and submits to the jurisdiction of such court.

**15. Tooling.** Unpaid balances for dies, tools, revisions, or parts shall constitute a lien on any dies or tools in our possession. Die orders cannot be canceled, reduced, or suspended except by price adjustment, or on terms that will indemnify us and our sub-vendors against losses. Balances due on new dies must be paid in full prior to the initiation of any engineering changes that require alterations to the die. Unless specified, payment for dies is due one-half with the order, and one-half when samples are sent. Unless specifically agreed in writing, dies and tools manufactured according to this quotation will be owned and maintained by customer. We assume no liability for the performance of any tools or dies built by others and consigned to us by you. Any repair, maintenance, or alterations remain your responsibility. Payment of all tool invoices shall be due within 30 days of the date of the invoice.

## **Vista RETURN POLICY**

### **1. STANDARD FIVE YEAR MANUFACTURING WARRANTY**

Vista warrants, to the original customer, that all Vista's products and associated products (distributed by Vista or manufactured by Vista) will be free of defect in material and/or workmanship for a period of 5 years from the original date of purchase unless otherwise specified on the original quote and/or purchase agreement or is incandescent lighting or specialty product.

### **2. SPECIALTY PRODUCTS WARRANTY**

All other/specialty products such as all COSMETIC products containing mirrors, i.e., Infinity Panels, the standard warranty is applicable for all aspects of the products except for the mirror itself shall be evaluated prior to sale and a warranty will be assigned by Vista for this product. The warranty applicable on the mirror is limited to the time of receipt / signature acceptance at customer location. This warranty will be voided if the product is damaged or rendered inoperable by accident or incident, improper installation, unreasonable or improper use, vandalism, user modification or alteration, negligence, abuse, lack of maintenance, unauthorized repair, disassembly, improper handling, applied incorrect voltage to any lighting products or other changes unrelated to materials and/or workmanship.

### **3. INCANDESCENT LIGHTING WARRANTY**

Any Vista incandescent lighting products will be free of defects in material and/or workmanship for a period of six months from the original date of purchase. All liability of Vista shall be limited to and fully discharged by repair or replacement of such defective items without charge.

### **4. MAXIMUM LIABILITY**

Vista's liability to repair or replace a damaged item shall be limited to original purchaser of the item at the original purchase price of the damaged unit for 5 years for all Vista's products from date of purchase. In no event whatsoever shall Vista be liable for incidental or consequential damages, including without limitation, removal or reinstallation costs, personal injury, or property damages. Vista's liability shall not exceed Vista's invoiced price for the product on any claim arising from its use.

### **5. INSPECTION**

Vista reserves the right to review the damaged item and the site where the damage occurred. Vista may require the purchaser to ship the items to Vista for inspection. The damaged item(s) must remain available for inspection until the claim is finalized.

### **6. EVENTS THAT VOID WARRANTY**

All above warranties are null and void if any or more of the following events occur; (a) the item is not provided to Vista for inspection upon Vista's request; (b) Vista determines that the item has been improperly installed, altered in any way or tampered with; and/or (c) Vista determines that the item was not used under normal operating conditions or in accordance with label or instructions for the item. In addition to the foregoing, this Warranty does not protect against damage to the item when Vista determines, in its sole discretion, that the damage resulted from acts of God such as lightning, flood, earthquake, war, vandalism, theft, normal-use wear and tear, corrosion, abuse, non-authorized program or system equipment modification or alteration.

### **EXCLUSIVE REMEDY**

This Warranty contains the sole warranty of Vista with respect to the item and is given in lieu of all other warranties. There are no other warranties, express or implied, including implied warranties or merchantability or fitness for a purpose and any implied warranties that cannot be waived and/or excluded are hereby limited in duration to the terms of this Warranty.

## **CREDIT OR REPLACEMENT PARTS**

Credit or replacement will not be issued for materials returned without a Returns Material Authorization (RMA). Simply call Vista at our corporate office at **(574) 264-0711** with an itemized list of goods, reason for return, and quantities to be returned. Once an RMA number has been issued to you, simply return the product to Vista at the address given. Once the goods have been evaluated by our quality personnel, a credit will be issued, or replacement parts will be shipped. Credit will be issued for products only, no freight or labor will be credited, unless agreed to in advance. Vista reserves the right to choose any of these options at its discretion. All RMA returns should be sent to the attention of **RETURNS** at the following address: Vista Manufacturing 53345 Columbia Drive Elkhart, IN 46514.

ALL RETURNS MUST HAVE THE RMA NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE BOX - **DAMAGED GOODS**

If you received damaged product from any shipping or freight company, please do not return product to Vista. Contact the shipper to initiate a claim. If you receive damaged goods through a Vista delivery, please contact your sales representative or Vista directly. Buyer understands and agrees that this purchase is subject to the limited Warranty attached hereto. Venue for any dispute arising or relating to this agreement shall lie exclusively in Elkhart County, Indiana.