

27NORTH

CONVERSION VEHICLE LIMITED WARRANTY AND INDEMNIFICATION AGREEMENT

THIS LIMITED WARRANTY CONTAINS INFORMAL DISPUTE RESOLUTION PROCEDURES. CUSTOMER MAY RESORT TO INFORMAL NEGOTIATIONS OR REQUEST MEDIATION BY CONTACTING 27NORTH INC AT (417) 657-4557 AND REQUESTING THAT IT SELECTS A MEDIATOR, WHICH CUSTOMER MAY WITHHOLD ITS CONSENT TO. CUSTOMER AND 27NORTH INC MUST ATTEMPT TO RESOLVE ANY DISPUTES THROUGH INFORMAL MEDIATION PRIOR TO ESCALATION TO BINDING ARBITRATION. FURTHER INFORMATION MAY BE FOUND IN PARAGRAPH 21 OF THIS AGREEMENT.

THIS CONVERSION VAN LIMITED WARRANTY AND INDEMNIFICATION AGREEMENT (“Agreement”) is entered into this on the day of _____ (month,day,year), by 27North Inc and between _____ (“Customer”),an individual(S) with an address at _____ and 27North Inc, a Missouri close corporation (“27North Inc”), having a business address at **4202 W Kearney St Springfield MO 65803.**

WHEREAS, 27North Inc is in the business of installing custom electrical, plumbing, carpentry, and mechanical components to the living areas and, to the extent necessary, the exterior and cabs of conversion vehicles (the “**Work**”) and selling the custom finished conversion vans to its customers; and

WHEREAS, Customer and 27North Inc have entered into an agreement whereby Customer has purchased from 27North Inc and 27North Inc has sold to Customer the following described recreational vehicle (the “**Vehicle**”) effective as of the date hereof:

Manufacturer: _____
Model: _____
Year: _____
VIN: _____
Odometer Reading: _____

WHEREAS, Customer and 27North Inc have executed, without limitation, bills of sale, purchase agreements, and other such documents necessary to effectuate the transfer of the Vehicle to Customer and memorialize the relationship and agreement between Customer and 27North Inc (collectively, the “**Purchase Documents**”).

NOW, THEREFORE, in mutual consideration of the promises and covenants contained herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Vehicle Inspection. Customer acknowledges that it has inspected, or will inspect, the Vehicle for any damage and the Work for compliance with Customer specifications prior to or at delivery. Customer further acknowledges that it has reviewed, or will review, and execute the delivery checklist upon delivery. **Customer**

acknowledges that the validity of this Agreement is dependent upon Customer executing the delivery checklist.

2. Motor Vehicle Dealer Acknowledgment. Customer acknowledges that 27North Inc is a “motor vehicle dealer” as such term is used in the Missouri Merchandising Practices Act.

3. Limited Warranty. 27North Inc warrants to Customer for a period of eighteen (18) months or thirty-six thousand (36,000) miles, whichever comes first, following delivery that: (a) the Work shall conform to the description and specifications of Customer, subject to any industry standard tolerances and variations; (b) the Work shall be installed and assembled in a workmanlike manner, free from defects from installation; and (c) any metal fabrication performed by 27North Inc shall be free from corrosion. If a covered defect occurs, 27North Inc agrees to repair, replace, or pay a third party the reasonable cost of repairing or replacing the defective item, subject to the terms and conditions set forth herein. 27North Inc inspects each component prior to installation for defects and tests the operation of each component once assembly is complete. To the best of 27North Inc’s knowledge, the Vehicle is free from all material defects when it leaves 27North Inc’s possession or control. This limited warranty shall not be construed to cover damage that results from ordinary wear and tear, weather, road conditions, collisions (regardless of fault), natural phenomenon, or acts of God. 27North Inc does not make any warranty, express or implied, with respect to any defects in any third-party components installed by 27North Inc or with respect to the base Vehicle as delivered to 27North Inc. Third-party equipment is covered by the warranties provided by the original equipment manufacturer, as set forth in Exhibit A, which may vary from product to product. Customer should follow the procedures in the manufacturer’s warranties if defects appear in any such third-party equipment.

4. Implied Warranties. Customer hereby acknowledges that any and all warranties implied under applicable law, including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose are limited to the term of the express limited warranty set forth in Paragraph 3. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Customer hereby waives any and all warranties implied under applicable law, including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose with respect to any third-party products installed as part of the Work.

5. Procedure for Warranty Claims. To assert a warranty claim, Customer must notify 27North Inc in writing, at 27North Inc’s address listed above, of the claim before the expiration of the warranty period. All warranty correspondence with 27North Inc should reference the last eight digits of the VIN number of the Vehicle. Customer reserves the right to choose any third-party auto repair facility, body shop, or similar business to conduct warranty repairs, *provided, however*, that Customer first confirms with 27North Inc in writing or via phone at (417) 657-4557 that any repair is covered by the limited warranty prior to making such repair. Following such repair, 27North Inc will coordinate with such third parties to make timely payment on any reasonably necessary costs of repairing or replacing any defective item. Any repair or replacement made pursuant to the limited warranty set forth in this Agreement shall not act to extend the term of this limited warranty. 27North Inc shall not be obligated to make any repairs or replacements, or to pay any third party for repairs and replacements, if Customer does not make the notice to 27North Inc required by this Paragraph.

6. Termination of Warranties. The warranties expressed above and Customer’s rights under Paragraph 5 shall immediately terminate if: (1) the Work is modified, altered, or repaired without the prior written consent of 27North Inc; (2) Customer fails to notify 27North Inc of any third-party repairs pursuant to Paragraph 5; (3) Customer fails to perform any scheduled or otherwise required maintenance or repairs in a timely manner; (4) any defect is caused by or worsened by Customer’s negligence or improper maintenance, or by the willful or malicious act of Customer or any third party; or (5) Customer makes any repairs or replacements itself. 27North Inc shall not be liable for damages caused by Customer’s failure to make timely repairs, such as, for example only and not meant as any form of limitation, mold caused by continually leaking plumbing. In the event that the Magnuson-Moss Warranty Act (the “Act”) prohibits termination of this limited warranty for any of the foregoing reasons, 27North Inc shall only be liable to repair or replace the Work that would have originally been warranted and Customer shall be responsible for any costs of repair or replacement caused by Customer or any third party.

7. Transfer of Warranty Prohibited. The limited warranty set forth in this Agreement is for the benefit of the original purchaser only and is not transferable to any third party.

8. Insurance. In the event that 27North Inc repairs or replaces or pays a third party the cost of repairing or replacing any item covered by this limited warranty for which Customer is covered by insurance or a warranty provided by another party, Customer must, upon request of 27North Inc, assign the proceeds of such insurance or other warranty to 27North Inc to the extent of the cost to 27North Inc of such repair or replacement.

9. Vehicle Limitations. Vehicle height as listed by any manufacturer may vary based on the final curb weight and depending on the number of installed components. Vehicle height is measured to the top of the tallest standard feature. For further information, contact your vehicle dealer. Capacities of tanks are nominal based on pre-installation measurements and may vary slightly after installation. Propane tank capacity is 80% of listed capacity. Towing capacity is dependent upon the loading and towing circumstances, including GVWR, GAWR, GCWR, use of trailer brakes, tire and road conditions and other variables. Refer to your Vehicle's Operator's Manual for further towing information. Sleeping capacity is the maximum based on the specific floor plan.

10. Acknowledgment of Hazards and Assumption of Risk; Waiver of Damages. Customer(s) acknowledge there may be special hazards and risks associated with operating the Vehicle. Such hazards may include, by way of example only and without limitation: (1) risk of harm to occupants in the living area of the vehicle while traveling, including by flying or falling debris in the case of an accident; (2) fire hazards associated with occupation of a confined space, including from cooking, electrical, onboard fuel, and other causes; (3) tipping hazards in high winds; (4) difficulties caused by operating a large and heavy vehicle if the driver is not properly trained or experienced in such vehicles; (5) electrocution risks from 12 and 110v power outlets, wiring, electrical connections, generators, converters, inverters, and batteries; (6) hazards associated with improperly drained, cleaned, or maintained blackwater (toilet) tanks and associated chemicals; (7) hazards associated with plumbing leaks, including unseen mold and mildew; and (8) inhalation hazards due to operation of vehicle engine or generator (if so equipped) without adequate ventilation around the vehicle. Customer acknowledges and understands that state and federal law may vary with respect to seatbelt requirements or minimum occupant age for passengers in the back of a recreational vehicle or conversion van or use of child car seat or other safety restraint devices and that it is Customer's sole responsibility to know and comply with such laws. Customer acknowledges that furniture that is properly engineered and designed for stationary use in the Vehicle may not meet the same safety or strength standards for highway use set by the National Highway Traffic Safety Administration, Insurance Institute for Highway Safety, American National Standards Institute, Society of Automobile Engineers, or any other rating, safety, or engineering standards agency, or state or federal law or regulation, that such furniture has not been subjected to nor passed any crash testing or certification, and that such furniture may not protect an occupant in the event of a crash. Customer agrees that neither 27North Inc, nor any of 27North Inc's shareholders, officers, directors, employees, independent contractors, agents, or assigns, will be liable to Customer, or any of Customer's passengers, successors in interest, heirs, assigns, guests, or invitees, for, and Customer expressly assumes the risk of and waives any and all claims it may have against 27North Inc, or any of 27North Inc's shareholders, officers, directors, employees, independent contractors, agents, or assigns, with respect to any and all damage to personal property or injury or death to persons, resulting from any of the foregoing risks. Neither 27North Inc, nor any of 27North Inc's shareholders, officers, directors, employees, independent contractors, agents, or assigns shall be liable to Customer for any direct or indirect consequential, special, incidental, punitive damages, even if advised of the possibility of such damages, whether arising under contract, tort, strict liability, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

11. Indemnification. Customer shall indemnify and hold harmless 27North Inc, and any of 27North Inc's shareholders, officers, directors, employees, independent contractors, agents, or assigns, from and against any and all losses, claims, damages, suits, obligations, charges, liabilities, judgments, costs and any other expenses whatsoever (including, without limitation, all reasonable attorneys' fees, retainers, court costs, fees of experts, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or otherwise participating in, a proceeding), suffered, incurred or expended by

27North Inc, any of 27North Inc's shareholders, officers, directors, employees, independent contractors, agents, or assigns, or on behalf of 27North Inc, to the extent that these arise out of, are based upon or relate to a claim or proceeding by or on behalf of Customer or any of Customer's passengers, successors in interest, heirs, assigns, guests, or invitees for any compensation or indemnity pursuant to relating to or resulting from the hazards and risks expressly assumed by Customer in Paragraph 9 hereof.

12. Retained Rights. Nothing contained herein shall be construed to limit or waive any rights of Customer not limitable or waivable under the Act.

13. Amendment. This Agreement may be amended only by a written instrument signed by all parties to this Agreement. No term or condition of this Agreement may be waived except by an instrument duly executed by the waiving party.

14. Assignment. This Agreement and the rights and obligations arising hereunder shall not be assigned or transferred or otherwise delegated, in whole or in part, in any matter either voluntarily or by operation of law, by any party to this Agreement without the prior written consent of the other parties to this Agreement, *provided, however,* that 27North Inc may assign its rights and obligations under this Agreement to any successor in interest without the consent of Customer. This Agreement shall be binding on each party to this Agreement (irrespective of any change of control, name or legal form) and any assign or successor thereto.

15. Notices. Any notices or other communications required or permitted under, or otherwise in connection with, this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, upon confirmation of receipt when transmitted by facsimile transmission or on receipt after dispatch by a reputable international courier or registered or certified mail, postage prepaid. All notices shall be addressed, sent or delivered to the address set forth above, or such other address as either party may provide to the other in writing.

16. Severability. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceable, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

17. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Missouri. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the substantive and procedural laws of the State of Missouri, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction.

18. Complete Agreement. This Agreement and the Purchase Documents represent the complete agreement of the parties hereto and shall supersede all previous and contemporaneous negotiations, correspondence, commitments, agreements and understandings of the parties with respect to the transactions contemplated hereby.

19. Term. This Agreement shall be effective as of the date first set forth above. The limited warranty provisions provided for in Paragraphs 3-6 shall continue until the earlier of eighteen (18) months or Thirty-Six Thousand (36,000) miles on the Vehicle. The remaining provisions of this Agreement shall continue in full force until one (1) year following the lapse of all applicable statutes of limitations.

20. Third Party Beneficiaries. No provision of this Agreement shall create any third-party beneficiary rights in any other person, including any passenger, family member, heir, beneficiary, dependents, successor in interest, assigns, guests, or invitees.

21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The

words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

22. Mediation and Arbitration. The parties agree to mediate, in good faith, any claim arising hereunder and to refrain from pursuing arbitration hereunder until the parties have met with a mediator. The parties agree to select and mediate any claim or controversy within sixty (60) days of the date the claim or controversy accrues or first arises. The mediator shall be selected by 27North Inc with Customer's consent, which may not be unreasonably withheld. The mediator shall be licensed to practice law in the State of Missouri and be experienced in the arbitration of commercial disputes. The mediator shall resolve any claims with respect to warranties within forty (40) days of receiving notice of such dispute. The parties acknowledge and agree that any claim or controversy arising out of or relating to this Agreement, or the breach of this Agreement, or any other dispute arising out of or relating to the relationship created hereunder, shall be settled by final and binding arbitration in the City of Springfield, State of Missouri, in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date the claim or controversy arises. The parties further acknowledge and agree that either party must request arbitration of any claim or controversy within one hundred twenty (120) days of the date the claim or controversy accrues or first arises by giving written notice of the party's request for arbitration by following the notice procedure set forth in Paragraph 13 hereof. Failure to give notice of any claim or controversy within one hundred twenty (120) days shall constitute a waiver of the claim or controversy. All claims or controversies subject to arbitration shall be submitted to arbitration within one hundred eighty (180) days from the date the written notice of a request for arbitration is effective. All claims or controversies shall be resolved by a panel of three (3) arbitrators who are licensed to practice law in the State of Missouri and who are experienced in the arbitration of commercial disputes. These arbitrators shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the claim or controversy arises. Either party may request that the arbitration proceeding be stenographically or otherwise recorded by a Certified Shorthand Reporter. The arbitrators shall issue a written decision with respect to all claims or controversies within thirty (30) days from the date the claims or controversies are submitted to arbitration. The parties shall be entitled to be represented by legal counsel at any arbitration proceeding. The parties acknowledge and agree that each party will bear fifty percent (50%) of the cost of the arbitration proceeding, unless the arbitrator awards attorney's fees as set forth herein, or unless the dispute involves Customer's claims that are protected by the Act, in which case 27North Inc shall bear the cost of arbitration to the extent required by the Act. The substantially prevailing party is entitled to collect its attorney's fees and expenses from the substantially non-prevailing party. The parties acknowledge and agree that the arbitration provisions set forth herein may be specifically enforced by either party and submission to arbitration proceedings compelled by any court of competent jurisdiction. The parties further acknowledge and agree that the decision of the arbitrators may be specifically enforced by either party in any court of competent jurisdiction.

23. Class Arbitration Waiver. Customer agrees and acknowledges that any claim is personal to Customer and shall only be conducted as an individual arbitration (or an individual court proceeding with respect to any claims determined not to be arbitrable) and not as a class action or other form of representative action. Customer expressly waives any rights to file or participate in a class action arbitration or suit or to seek relief on a class or representative basis. The arbitrator (or court with respect to any claims determined not to be arbitrable) may only conduct an individual arbitration (or court proceeding with respect to any claims determined not to be arbitrable), may not consolidate more than one individual's claims, and may not preside over any form of representative or class proceeding relating to such claims.

24. Forum Selection. Any dispute under this Agreement that is found to be not subject to arbitration, as set forth in Paragraph 22, including the validity of the arbitration agreement, shall be brought in the state and federal courts located in Springfield, Missouri. Customer waives any objection based on forum non conveniens and any objection to venue of any action instituted under this Agreement.

25. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

IN WITNESS WHEREOF, the parties have set their hands hereto effective as of the date first set forth above.

27North Inc, :Vladimir Buzhduga

Customer: _____

Email: _____

Phone # : _____

By: _____
Director Of Customer Relations

By: _____
Buyer (Sign)

**4202 W Kearney St
Springfield MO 65803**

REP/20510-001/985376
12/21/2023

Exhibit A

Third-Party Warranty Information

Jensen Marine Speakers - Recessed Mount - 6" Diameter - 30 Watts - Black
(800)688-3135 inquiry@asaelectronics.com

Bosch Electric Mini-Tank Water Heater Tronic 3000 T 2.5-Gallon (ES2.5)
warranty_returns@us.bosch.com 800-283-3787

[ZERO Series 6 XZ-B | Wet Sounds High-Output 6.5" Marine Coaxial Speakers](#)

Renogy 175 w solar panel
<https://www.renogy.com/contact-us/>
<https://renogy.force.com/support/s/create-a-case>

Victron inverter
<https://www.victronenergy.com/>

Lithionics Battery
<https://lithionicsbattery.com/>

Thetford Toilet C224-CW
800-543-1219
<https://www.thetford.com>

Seaflow Water Pump 86-592-593-0656
business@seaflo.com
<http://www.seaflo.com/en-us/index.html>

Rough Country
Single row light bar 70750BLDRL
Double row light barf 72950BD
Pod Lights 70903BL
800-222-7023
<https://www.roughcountry.com/warranty>

RECPRO

Grey Stone RP-2157-A Induction Cooktop
- Facon Heating Pad for Gray water tank
574-848-0405

info@recpro.com

Recpro.com

Smoke Detector Kidde 21026043

800-880-6788

<https://www.kidde.com/home-safety/en/us/>