

## MK 1 STUDIO SALES POLICY

Please review these policies carefully as they are the terms of sale that govern your purchase from MK 1 Studio. They set out your rights and obligations with respect to your purchase, including important limitations and exclusions, such as those in MK 1 Studio's product warranties. Your placement of an order with MK1 Studio constitutes your agreement that these policies apply to the order, so be certain you understand them before you place your order.

To learn about MK 1 Studio's return and refund policy, go to [www.mk1studio.com/liftinformation](http://www.mk1studio.com/liftinformation). Please note there may be limitations on your right to cancel and obtain a refund for products.

### **Return and Refund Policy**

If you have problems with a MK 1 Studio product, please call 1-801-232-3397 within 14 calendar days of the installation of the product. Customized products may not be returned for refund or exchange under any circumstances.

You must cancel your order within 14 days or before production starts whichever is sooner. MK 1 Studio will assess a 15% cancellation fee on any lift canceled before it enters production. MK 1 Studio will issue you a check for the amount of deposit minus the 15% cancellation fee. Lifts that are already in production may not be canceled.

Please review your invoice carefully before submitting your deposit. Lifts will be built to specifications listed on the invoice. If upgrades are missing or additional upgrades are mistakenly listed, please contact MK 1 Studio to revise your invoice before submitting payment. All items listed on invoice will be delivered with your lift and you will be responsible for payment on those items. Items not listed on your invoice will not be delivered and will incur an additional cost.

Since MK 1 Studio sells products through dealers and distributors, the end users' failure to pay does not release dealer or distributor from obligation of final payment to MK 1 Studio. **Final payments are due within 3 weeks of receiving final invoice. Any unpaid balances beyond 3 weeks will be assessed a \$50 per month late fee and warranty will be voided if balance goes unpaid more than 3 months.**

Please note that MK1 Studio does not permit the cancellation, return, or refund for the following products:

- Product that is custom configured to your specifications (i.e. any product that has to be modified to work for your application)

### **Custom-Configured Product**

MK 1 Studio offers the ability to have our lifts be custom-configured to your specifications, and MK 1 Studio encourages you to review your order carefully. Since a custom-configured product is built to your specifications, the order cannot be changed, modified, or canceled once your order is in production. Please review your invoice carefully before making your deposit.

MK1 Studio makes every effort to assure delivery at the agreed upon date. Please be aware that at times circumstances beyond our control may alter delivery date. Be assured that every effort is made to meet your satisfaction.

### **Other Terms and Conditions**

- **Delivery Costs.** Delivery costs (using a carrier of our choice) will be charged for shipments to the location the Buyer designates at the time of his/her purchase. Other terms may apply to locations outside the contiguous United States, such as Alaska, Hawaii and Canada, or outside of N. America. Any extra charges incurred for additional services such as special handling by the carrier, must be paid by Buyer. Title and risk of loss pass to you upon tender of shipment to the carrier. If Products are damaged in transit, you must file a claim with the carrier per their terms and conditions.
- **Shipping Dates.** Shipping dates specified herein or otherwise communicated to Buyer are approximate only. MK 1 Studio does not and shall not guarantee any such dates.
- MK 1 Studio is not responsible for typographical errors. MK 1 Studio reserves the right to cancel any order you have placed if there was a

- typographical error on MK 1 Studio invoice or paper work, concerning the pricing or availability of any item you ordered when you placed the order.
- MK 1 Studio reserves the right to change the terms and conditions of sale at MK 1 Studio at any time.
  - MK 1 Studio may make changes to any products or services offered at MK 1 Studio, or to the applicable prices for any such products or services, at any time, without notice. The information provided at MK 1 Studio with respect to products and services may be out of date, and MK 1 Studio makes no commitment to update the information provided at MK1Studio.com with respect to such products and services.
  - MK 1 Studio reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to mk1studio.com, for any reason; (2) to modify or change mk1studio.com, or any portion of mk1studio.com, and any applicable policies or terms; and (3) to interrupt the operation of MK1 Studio, or any portion of MK1 Studio, as necessary to perform routine or non-routine maintenance, error correction, or other changes.
  - To the extent permitted by law, all sales with MK 1 Studio are governed by Utah law, without giving effect to its conflict of law provisions.
  - No MK 1 Studio employee or agent has the authority to vary any of the MK 1 Studio's policies or the terms and conditions governing any sale.
  - If any of the aforementioned policies are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such policy shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of the policy, so that the policies shall remain in full force and effect.
  - MK 1 Studio's failure to insist on or enforce strict performance of these policies shall not be construed as a waiver by MK 1 Studio of any provision or any right it has to enforce these policies, nor shall any course of conduct between MK 1 Studio and you or any other party be deemed to modify any provision of these policies.
  - These policies shall not be interpreted or construed to confer any rights or remedies on any third parties.