



BOSE RIDE® SYSTEM

TERMS AND CONDITIONS OF SALE

- 1. Terms of Sale.** Bose agrees to sell, and the purchaser (“Purchaser”) agrees to purchase, in accordance with the terms of these Terms and Conditions, one or more Bose Ride® System products (the “System” or “Systems”). Purchaser acknowledges these terms are applicable only to this transaction, are not transferable, and may not be offered again in the future.
- 2. Purchase Price per System.** The agreed purchase price per System (the “Purchase Price”) shall be exclusive of all applicable state sales taxes, which shall be paid by Purchaser. In addition, Purchaser shall pay all freight/transportation expenses. Purchaser understands that Bose is willing to sell the Systems to Purchaser at the Purchase Price based on Purchaser’s intent to use the Systems for itself or to provide the Systems to Purchaser’s own contracted owner/operators, and therefore Purchaser agrees not to resell the Systems as new or like new to other parties or the general public. Any resale in violation of this provision shall void the return rights under Section 5 below and the limited warranty under Section 6 below.
- 3. Payment Terms.** Full payment, in U.S. dollars, including applicable state sales taxes and freight/transportation expenses (if applicable), is due within thirty (30) days from the date each System is delivered pursuant to Purchaser’s instructions. Acceptable methods of payment include: (a) certified bank or personal check issued by a U.S. bank and payable to Bose Corporation; (b) major credit card; or (c) wire transfer made in accordance with Bose instructions. Purchaser acknowledges and agrees that Bose may review Purchaser’s creditworthiness prior to agreeing to sell the System to Purchaser, and Purchaser agrees to provide all credit information reasonably requested by Bose.
- 4. Installation.** Bose will deliver the Systems to Purchaser at the designated locations and times as mutually agreed upon by Purchaser and Bose. Purchaser shall be responsible for the installation of the Systems in accordance with all System installation guidelines.
- 5. Returns.** Purchaser may return the System/s to Bose within sixty (60) days of purchase, for full credit of the amounts paid to Bose, provided that the System/s is/are not damaged beyond normal wear and tear. In order to obtain the full credit, Purchaser must obtain a return authorization form from Bose, and removal of the System/s must be performed by a qualified mechanic in accordance with the owner’s guide.
- 6. Limited Warranty.** For a period of four (4) years from the date of purchase, Bose warrants each new Suspension Base to be free from any defects in manufacturing, materials and workmanship, provided such Suspension Bases are subject to normal use and receive proper care and maintenance in accordance with the owner’s guide. For a period of one (1) year from the date of purchase, Bose warrants the Seat Top and other parts of the System (excluding the Suspension Base) to be free from any defects in manufacturing, materials and workmanship, excluding normal wear and tear. The limited warranty shall be considered void if, in the opinion of Bose, in its sole discretion, one or more of the following conditions is present: (a) the System or any component thereof has been subjected to abuse, neglect or accident; (b) the System or any component thereof is installed in a manner that would subject the System to abnormal use; (c) the System or any component thereof is used, installed, altered, modified, changed or reworked in a manner inconsistent with normal use or care as described in the owner’s guide or any System installation guidelines; (d) the System is used in a work application or environment other than on-road class 8 trucks; (e) the System is installed in a vehicle that is not compatible with the System.

The limited warranty shall not be affected by Purchaser installing the Systems in multiple Purchaser-owned vehicles subsequent to the

initial installation, provided that such installations are completed in accordance with all System installation guidelines.

Purchaser’s sole and exclusive remedy against Bose arising from the purchase or use of the System is limited to repair or replacement (including materials, labor for removal/replacement at standard rates and shipping), at the option of Bose, of defective materials or defective workmanship.

Purchaser acknowledges that at the time of this purchase, warranty work is available only at the location of Bose’s choosing.

THE PROVISIONS OF THE BOSE LIMITED WARRANTY ARE THE EXCLUSIVE WARRANTY APPLICABLE TO THE SYSTEM AND ARE IN LIEU OF ANY OTHER WARRANTY WITH RESPECT TO THE SYSTEM, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOSE DISCLAIMS ANY LIABILITIES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, RESULTING FROM BREACH OF ANY EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SYSTEM. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Any remaining duration of the limited warranty applicable to the Suspension Base only may be transferred during the warranty period for the Suspension Base if the Purchaser transfers ownership of the System and records the transfer with Bose and the Purchaser follows the warranty transfer registration process. A Warranty Transfer Form may be obtained from Bose by calling 1-800-721-2673.

- 7. Entire Agreement.** These Terms and Conditions constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, express or implied, relating to the subject matter of these Terms and Conditions. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties relating to the subject matter of these Terms and Conditions except as specifically set forth herein. No modification of these Terms and Conditions shall be valid unless agreed upon in writing and signed by authorized signatories of both parties. Any purchase order or other document issued by Purchaser in connection with these Terms and Conditions or Purchaser’s purchase of the Systems shall be solely for Purchaser’s internal business purposes, and in no event shall the terms and conditions of any such document modify or become part of these Terms and Conditions or become binding on Bose, even if an acknowledgment copy is signed by Bose or if Bose delivers Systems against such purchase order or document. Except as provided for herein, the Purchaser may not assign these Terms and Conditions or any portion thereof without Bose consent.
- 8. Jurisdiction.** Any claim, controversy or dispute arising under or related to the sale of the System(s) or these Terms and Conditions shall be construed in accordance with and be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law principles. Litigation arising from or related to the sale of the System(s) or these Terms and Conditions shall be initiated and conducted in the state or federal courts in Massachusetts and the parties hereby consent to the personal jurisdiction and venue of such courts.