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# SERVICE AGREEMENT

*Installation Authorization & Master Terms of Service*

12Volt Outfitters of South Florida LLC

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## IMPORTANT CUSTOMER NOTICES

*Please read the following before signing. These are the key terms that affect your rights and obligations as a customer.*

- **Payment Due on Completion:** Payment is due immediately upon completion, prior to technician departure.
- **No-Show Charge:** If a technician arrives and cannot proceed due to customer unavailability, a charge equal to 50% of quoted labor is due. A 15-minute grace period applies.
- **Customer-Supplied Equipment:** 12Volt Outfitters does not warrant customer-supplied equipment. If your equipment is defective, incompatible, or fails after installation, all labor charges remain due.
- **Device Activation Not Included:** Installation is complete when equipment is physically mounted and wired. Cellular activation, cloud registration, GPS signal, firmware updates, and software configuration are not included unless specifically stated in writing.
- **Inspect Before You Repair:** If you believe any vehicle issue is related to our work, you must notify 12Volt Outfitters and allow at least five (5) business days to inspect before incurring repair costs elsewhere. We will not reimburse costs incurred without this opportunity.
- **Workmanship Warranty:** 12Volt Outfitters warrants installation workmanship for the life of the vehicle while owned by the original customer. This warranty covers workmanship only — not equipment, software, or cellular service.
- **Marketing Consent:** By authorizing service, you consent to 12Volt Outfitters using photographs and descriptions of completed installations for marketing purposes including social media. You may opt out in writing at the time of service.
- **Chargeback Policy:** Contact 12Volt Outfitters before filing any chargeback and allow five (5) business days to resolve. We will pursue all remedies permitted by law in response to unwarranted chargebacks.
- **Ongoing Equipment Responsibility:** Once installation is complete, you are solely responsible for subscriptions, account management, credentials, software updates, and ongoing operation of all installed equipment.
- **Master Agreement:** These terms apply to all current and future services provided by 12Volt Outfitters unless superseded by a later written agreement.

*The complete terms and conditions of this Agreement begin on the following page.*

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**MASTER SERVICE AGREEMENT**

*This Agreement governs all current and future installation services provided by 12Volt Outfitters of South Florida LLC and applies to each service engagement unless superseded by a later written agreement signed by both parties. By authorizing any service, Customer agrees to be bound by these terms.*

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**1. FLORIDA ESTIMATE, WORK ORDER, AND INVOICE COMPLIANCE****RELATIONSHIP TO FLORIDA LEGAL REQUIREMENTS**

This Master Service Agreement establishes the general terms and conditions applicable to all installation services performed by 12Volt Outfitters. When applicable law requires a written estimate, work order, invoice, authorization, disclosure, waiver, or other repair documentation — including but not limited to the requirements of Florida's motor vehicle repair statutes — such documentation shall be used together with this Agreement and does not replace it.

**FLORIDA WRITTEN ESTIMATE REQUIREMENTS**

Florida law requires that before performing motor vehicle repair work with a total cost exceeding \$150.00, a repair facility must provide a written estimate containing specific information including: the shop and customer name and contact information; the date and time the vehicle was received; the vehicle year, make, model, odometer reading, and license plate; the proposed completion date; a description of the work requested; the basis for the labor charge; and the estimated total cost of parts and labor. 12Volt Outfitters uses Square invoicing and 12Volt App work order systems to document estimates, authorizations, invoices, and service records, and those systems are intended to support compliance with applicable Florida statutory requirements. This Master Service Agreement works in conjunction with those documents and does not replace the mandatory estimate and invoice process.

**MANDATORY LAW CONTROLS**

In the event of any conflict between this Agreement and any mandatory requirement of applicable Florida law, the mandatory legal requirement shall control to the extent required by law. Nothing in this Agreement is intended to waive, reduce, or replace any non-waivable customer right or any legal obligation applicable to 12Volt Outfitters under Florida law. Customers are encouraged to retain copies of all estimates, invoices, and work orders provided in connection with each service.

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**2. AUTHORIZATION TO PERFORM WORK**

Customer authorizes 12Volt Outfitters of South Florida LLC ("12Volt Outfitters") to perform the installation services described in the approved quote, work order, invoice, or written communication associated with this Agreement.

Customer represents and warrants that they are the registered owner of the vehicle or have full lawful authority from the registered owner to authorize the requested work. 12Volt Outfitters shall be entitled to rely upon this representation without independent investigation.

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**3. SCOPE OF INSTALLATION SERVICES**

Unless specifically stated otherwise in writing, 12Volt Outfitters is retained solely to perform physical installation services. The scope of work is limited to what is described in the associated quote, invoice, work order, text message authorization, or email authorization.

**SERVICES INCLUDED IN STANDARD INSTALLATION**

- Equipment mounting and physical securing
- Wiring and cable routing
- Electrical integration into vehicle systems
- Power, switched ignition, ground, accessory, and data connections

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- Speaker, amplifier, camera, GPS antenna, sensor, and accessory connections
  - Verification of electrical inputs and outputs at the harness level
  - Basic operational verification of electrical function where applicable

#### **SERVICES NOT INCLUDED UNLESS SEPARATELY AGREED IN WRITING**

- Device provisioning, account creation, or user enrollment
- Software configuration, programming, or parameter adjustment
- Firmware downloads or updates
- Cellular plan activation or SIM card provisioning
- Cloud platform registration or API integration
- Network troubleshooting or remote connectivity support
- Manufacturer or vendor technical support calls
- Product training or operator instruction
- Product repair, component-level diagnostics, or warranty claim processing
- Any service not specifically listed in the written scope of work

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## **4. INSTALLATION COMPLETION STANDARDS**

### **WHAT CONSTITUTES COMPLETION**

Installation shall be considered complete and billable when all of the following have been satisfied: equipment is physically mounted and secured; all required wiring connections have been made; electrical connections have been verified for correct voltage and polarity at the harness level; and the scope of work described in the approved quote or work order has been performed.

### **WHAT COMPLETION DOES NOT DEPEND ON**

Customer acknowledges that installation completion is not contingent upon the following, which are outside the control of 12Volt Outfitters:

- Connection to a cellular network or carrier activation
- Registration with or communication with cloud platforms or manufacturer servers
- Receipt of GPS satellite signal
- Completion of firmware updates or software activation processes
- Resolution of manufacturer account issues or subscription status
- Functionality dependent on third-party infrastructure, APIs, or services

### **DEVICE ACTIVATION IS NOT OUR RESPONSIBILITY**

A device that fails to activate, connect, register, or record due to manufacturer, carrier, software, account, or infrastructure issues does not constitute defective or incomplete workmanship by 12Volt Outfitters.

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## **5. CUSTOMER-SUPPLIED EQUIPMENT**

### **ACKNOWLEDGMENT OF RISK**

12Volt Outfitters frequently installs equipment supplied by customers, fleet operators, employers, manufacturers, distributors, and third parties. By presenting equipment for installation, Customer acknowledges and agrees to all of the following:

- Customer-supplied equipment may be defective, incomplete, damaged, incompatible, counterfeit, outdated, unsupported, improperly configured, or missing components, and 12Volt Outfitters has no obligation to test or evaluate equipment prior to installation

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- 12Volt Outfitters makes no representations regarding the suitability, functionality, compatibility, reliability, legality, performance, or merchantability of customer-supplied equipment
  - No warranty of any kind is provided on customer-supplied equipment
  - Any warranty provided by 12Volt Outfitters applies solely to installation workmanship and does not extend to the equipment itself
  - If customer-supplied equipment is found to be defective, incompatible, or non-functional after installation, Customer remains responsible for all labor charges incurred
  - 12Volt Outfitters may decline to install equipment it reasonably believes poses a safety risk, is counterfeit, or is clearly incompatible with the target vehicle
  - 12Volt Outfitters shall not be liable for damage to the vehicle, its electrical systems, or other components caused by defects, malfunctions, overheating, software failures, electrical failures, excessive current draw, battery drain, or any other failure originating from customer-supplied equipment

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## **6. VEHICLE CONDITION AND PRE-EXISTING ISSUES**

### **UNKNOWN AND HIDDEN PRE-EXISTING CONDITIONS**

Customer acknowledges that vehicles may contain pre-existing conditions that are not visible prior to service, including but not limited to:

- Existing electrical faults, shorts, opens, or load issues
- Prior aftermarket installations performed by others
- Hidden, modified, spliced, or damaged wiring
- Corrosion, oxidation, or moisture intrusion in electrical systems
- Software or module communication issues
- Mechanical defects affecting electrical system operation
- Cosmetic damage not visible without disassembly
- Missing, broken, or previously replaced fasteners and trim clips

### **OUR RESPONSIBILITY**

12Volt Outfitters is not responsible for diagnosing, repairing, or correcting pre-existing conditions unless specifically retained to do so in a separate written agreement. If a pre-existing condition is discovered during installation that prevents safe or proper completion of the work, 12Volt Outfitters reserves the right to stop work and notify Customer. Any additional labor required to address discovered conditions is subject to additional charges and Customer approval where practical.

### **COURTESY OBSERVATIONS ONLY**

Any information provided to Customer regarding a suspected pre-existing vehicle issue is offered as a courtesy observation only and shall not constitute a diagnosis, engineering opinion, warranty determination, or repair recommendation.

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## **7. TRIM PANELS, INTERIOR COMPONENTS, AND FASTENERS**

### **INHERENT RISK OF PANEL REMOVAL — A NOTE ON VEHICLE PLASTICS**

Most people are unaware that automotive plastics are petroleum-based products — meaning they are derived from oil. Like all oil-based materials, they are subject to thermal degradation over time. Inside a vehicle, interior components are exposed to extreme and repeated heat cycles, ultraviolet radiation through glass, and decades of expansion and contraction. This causes the molecular structure of plastic clips, retainers, panel tabs, and fasteners to gradually break down, becoming increasingly brittle and fragile regardless of how well the vehicle has been maintained.

This is not a defect — it is chemistry. A ten-year-old vehicle parked in the Florida sun has interior plastics that have been subjected to temperatures exceeding 150°F on a regular basis. By the time most aftermarket work is performed, many of these components are already near or past their serviceable lifespan. Removal of panels and trim pieces under these conditions carries inherent risk that no installer can fully eliminate, regardless of skill or care.

12Volt Outfitters will exercise reasonable care during all work. However, Customer acknowledges that panel removal and reinstallation carries this inherent risk, particularly in older, high-mileage, or sun-exposed vehicles, and agrees that broken or damaged clips, tabs, or trim pieces resulting from age-related material degradation do not constitute negligence or defective workmanship on the part of 12Volt Outfitters.

#### LIMITATIONS OF LIABILITY

12Volt Outfitters shall not be responsible for: previously damaged, cracked, or repaired clips; brittle or age-degraded plastics; hidden damage discovered only during disassembly; prior improper repairs performed by others; or manufacturer design deficiencies. Where replacement clips, fasteners, or trim components are required, additional charges may apply and will be disclosed to Customer where practical prior to proceeding.

### 8. BATTERY AND VEHICLE ELECTRICAL SYSTEMS

#### BATTERY DRAIN DURING INSTALLATION

Many installation procedures require vehicle doors to remain open for extended periods, accessories to be active, or diagnostic sequences that draw significant electrical current. Customer acknowledges that weak, aged, sulfated, or defective batteries may fail to maintain adequate charge during or after installation. 12Volt Outfitters is not responsible for battery failure, charging system failure, alternator failure, or other electrical system issues that pre-existed or were aggravated by a pre-existing condition.

#### COURTESY NOTICES

Where practical, technicians may advise Customer of observed battery or charging system concerns. Such observations are courtesy notices only and do not constitute a comprehensive electrical inspection. Customer is encouraged to have battery and charging system tested independently if concerns exist prior to scheduling service.

### 9. CUSTOMER RESPONSIBILITIES

#### REQUIRED AT TIME OF SERVICE

At the time of scheduled service, Customer is responsible for ensuring all of the following:

- The vehicle is present at the agreed service location and is accessible for service
- Required keys, key fobs, and any access codes are available
- An authorized decision-maker with authority to approve scope changes is available during the service
- The vehicle battery is in adequate condition to support installation procedures
- All customer-supplied equipment required for the installation is present, complete, and ready
- Any required account credentials, activation codes, or login information is available if applicable
- The service location provides adequate access, lighting, and safe working conditions
- Any HOA, property management, or facility rules governing vehicle service at the location have been complied with
- Customer represents that they have authority to permit mobile service at the service location and are responsible for any property-management, HOA, security, parking, towing, access, or site restrictions that delay or prevent service. This applies to apartments, gated communities, commercial lots, fleet yards, and any other location where access may be controlled or restricted by a third party

#### CONSEQUENCES OF NON-COMPLIANCE

Delays, interruptions, or failures caused by Customer's inability to meet these responsibilities may result in additional labor charges, rescheduling, or assessment of a no-show charge as described in Section 10.

## 10. APPOINTMENTS, DEPOSITS, NO-SHOWS, AND CANCELLATION

### APPOINTMENT CONFIRMATION AND REQUIRED DEPOSITS

Due to the nature of mobile installation services, appointment times are reserved exclusively. When an appointment is scheduled, 12Volt Outfitters blocks technician availability, prepares materials, and may decline other work for that time slot.

Unless otherwise agreed in writing, all appointments require a deposit. An appointment is not confirmed until the required deposit has been received. Quotes, verbal discussions, text messages, emails, calendar invitations, or proposed dates do not by themselves reserve an appointment. An appointment is confirmed only when: (1) the required deposit has been received, or (2) 12Volt Outfitters has expressly confirmed the appointment in writing without a deposit requirement. Deposits may be applied to the final invoice balance unless otherwise stated.

### 15-MINUTE GRACE PERIOD

12Volt Outfitters will wait up to fifteen (15) minutes past the scheduled appointment start time for Customer availability, vehicle access, required keys, or other prerequisites. If the installation cannot begin within fifteen (15) minutes for reasons attributable to Customer, the appointment may be deemed a no-show at 12Volt Outfitters' sole discretion.

### NO-SHOW AND UNAVAILABILITY CHARGE

If a technician is dispatched to or arrives at the scheduled appointment location and the installation cannot proceed due to any customer-related circumstance, Customer agrees that a reserved time and mobilization charge equal to fifty percent (50%) of the quoted labor amount shall become immediately due and payable. This charge compensates 12Volt Outfitters for technician time, scheduling commitments, dispatch and travel costs, lost revenue opportunities, and administrative expenses.

This charge applies regardless of whether any physical installation work was performed and is separate from any deposit previously collected. Customer unavailability includes but is not limited to: vehicle not present; vehicle inaccessible, disabled, or blocked; required keys unavailable; Customer failing to respond to contact attempts; Customer canceling after technician dispatch or arrival; customer-supplied equipment not available; or any other customer-related circumstance preventing the installation from proceeding.

### CANCELLATION POLICY

Cancellations made with less than twenty-four (24) hours notice prior to the scheduled appointment time may result in forfeiture of any deposit paid. Cancellations made with more than twenty-four (24) hours notice will receive a deposit credit applicable to a rescheduled appointment within ninety (90) days. 12Volt Outfitters will make reasonable efforts to accommodate rescheduling requests.

12Volt Outfitters genuinely prefers completing installations over collecting cancellation fees. Customers are strongly encouraged to provide as much advance notice as possible if rescheduling is necessary.

## 11. WEATHER AND SAFE WORKING CONDITIONS

### CONDITIONS THAT MAY AFFECT SERVICE

12Volt Outfitters performs mobile installation services outdoors and in a variety of environments. 12Volt Outfitters reserves the sole and absolute right to determine whether weather or environmental conditions are safe and suitable for work. Installations may be postponed, suspended, or rescheduled at any time due to:

- Rain, lightning, or electrical storms
- Excessive heat or humidity creating safety or quality risks

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- Flooding, high winds, or severe weather
  - Insufficient lighting preventing quality work
  - Unsafe jobsite conditions including hostile environments or restricted access
  - Lack of adequate shelter for equipment protection
  - Any condition that may compromise technician safety, equipment safety, vehicle integrity, or installation quality

### RESCHEDULING

No technician shall be required to work in conditions that create personal safety risks, damage customer equipment or vehicles, or compromise installation quality. Weather-related postponements shall not result in no-show charges and 12Volt Outfitters will make reasonable efforts to reschedule promptly.

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## 12. PAYMENT TERMS

### WHEN PAYMENT IS DUE

Payment for completed installation services is due immediately upon completion and prior to technician departure from the service location, unless alternative payment terms have been expressly agreed in writing by an authorized representative of 12Volt Outfitters prior to service. The technician is not required to remain at the service location while Customer arranges payment unless prior written arrangements have been made.

### NO CREDIT TERMS

12Volt Outfitters does not extend credit and does not offer Net 30, Net 45, Net 60, or other deferred payment arrangements unless specifically authorized in writing. Customer's internal accounting processes, approval chains, purchase order requirements, wire transfer procedures, reimbursement workflows, or administrative delays do not postpone the payment obligation unless previously agreed in writing.

### CONSEQUENCES OF NON-PAYMENT

If payment is not made when due, 12Volt Outfitters reserves the right to: suspend all current and future services; retain any deposit previously collected and apply it to the outstanding balance; refuse release of the vehicle or work product while lawfully in possession and where legally permitted; assert lien rights where available under applicable law; refer delinquent accounts to a collection agency; recover company-owned property where legally permitted; and pursue all other lawful remedies. Customer shall be responsible for all collection costs, court costs, and reasonable attorneys' fees incurred in connection with collection.

### COMMERCIAL ACCOUNTS

For fleet or commercial accounts with agreed payment terms, invoices not paid by the agreed due date shall accrue interest at the rate of 1.5% per month (18% per annum) or the maximum rate permitted by Florida law, whichever is less.

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## 13. CHARGEBACKS AND PAYMENT DISPUTES

### DISPUTE RESOLUTION BEFORE CHARGEBACK

Customer agrees to contact 12Volt Outfitters directly before initiating any chargeback, payment dispute, or reversal with their card issuer, bank, or payment processor, and to allow no less than five (5) business days for resolution. In the event of any unwarranted or bad-faith chargeback, 12Volt Outfitters reserves the right to pursue all remedies available under applicable law, including recovery of the original invoiced amount, associated fees, and reasonable attorneys' fees. 12Volt Outfitters may suspend services to Customer pending resolution of any open payment dispute.

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## 14. PHOTOGRAPHS, VIDEO, AND DOCUMENTATION

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**WHAT WE DOCUMENT**

Customer authorizes 12Volt Outfitters to photograph and video record the following in connection with each service appointment:

- Vehicle exterior and interior condition prior to, during, and after service
- Installation locations, wiring routes, and component placement
- Equipment condition upon receipt and after installation
- Any pre-existing damage, modifications, or conditions discovered
- Completed work for quality control and documentation purposes

**HOW DOCUMENTATION IS USED**

Such documentation may be used for: internal quality control and training; warranty administration and claim support; insurance documentation; dispute resolution; customer communication; and marketing purposes subject to Section 20. Customer information will not be disclosed publicly in a manner that identifies the customer without prior written consent. All documentation created during service shall remain the property of 12Volt Outfitters.

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**15. CUSTOMER COMMUNICATIONS AND ELECTRONIC RECORDS****AUTHORIZED COMMUNICATION METHODS**

Customer authorizes 12Volt Outfitters to communicate via telephone, text message (SMS/MMS), email, and electronic notifications for purposes including scheduling, service updates, estimates, invoices, approvals, warranty matters, and general business communications.

**ELECTRONIC RECORDS AS LEGAL EVIDENCE**

Text messages, emails, electronic signatures, customer portal approvals, invoice acceptances, and other digital communications shall be treated as valid business records and shall carry the same legal weight as signed written documents. 12Volt Outfitters may rely upon such records as evidence of authorization, approval, scope modification, payment obligation, and scheduling confirmation.

**CUSTOMER RESPONSIBILITY FOR CONTACT INFORMATION**

Customer is responsible for providing and maintaining accurate contact information. 12Volt Outfitters is not responsible for missed appointments, delayed approvals, undelivered invoices, or other consequences resulting from inaccurate or outdated contact information.

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**16. CHANGES TO SCOPE OF WORK****SCOPE MODIFICATION PROCESS**

The original scope of work is established by the approved quote or work order. If Customer requests additional services, equipment, wiring, device relocations, reconfigurations, or any modification beyond the original quoted scope during or after the scheduled service, such changes constitute a scope modification. 12Volt Outfitters may approve or decline any requested scope change at its sole discretion. Approved scope changes shall be subject to additional labor and material charges at current rates, and Customer's verbal or written approval of such charges shall constitute binding authorization.

**DOCUMENTATION OF CHANGES**

Where practical, scope changes will be documented in a revised work order or written approval. Verbal approval communicated during an active service appointment, followed by the Customer's acceptance of the final invoice, shall be sufficient to establish binding authorization for scope changes.

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**17. ADDITIONAL TROUBLESHOOTING AND DIAGNOSTIC SERVICES**

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**SCOPE LIMITATION**

12Volt Outfitters is an electronics installation company and is not retained as a vehicle diagnostic or repair facility. Unless specifically agreed in writing, services are limited to the installation of requested equipment and do not include diagnosis or repair of unrelated vehicle faults, pre-existing electrical conditions, mechanical issues, or manufacturer system problems. Customers requiring vehicle diagnosis or mechanical repair should contact a licensed automotive repair facility.

**ADDITIONAL SERVICES AVAILABLE**

Standard installation pricing does not include troubleshooting, diagnostic, or commissioning services beyond basic operational verification. If Customer requests assistance with troubleshooting post-installation behavior, device activation, software configuration, account setup, carrier activation, manufacturer support coordination, or system commissioning, such work is billable at the current labor rate and subject to technician availability.

**NO GUARANTEE OF RESOLUTION**

12Volt Outfitters does not guarantee that troubleshooting services will resolve issues caused by defective equipment, carrier outages, manufacturer platform issues, account problems, or other factors outside 12Volt Outfitters' control. Troubleshooting labor charges apply regardless of whether the root cause is identified or resolved.

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**18. THIRD-PARTY PRODUCTS, PLATFORMS, AND SUBSCRIPTIONS**

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**THIRD-PARTY RESPONSIBILITY**

Many installations involve products, software platforms, mobile applications, cloud services, cellular carriers, GPS providers, manufacturers, and other vendors not owned, controlled, or operated by 12Volt Outfitters. 12Volt Outfitters is not responsible for and shall have no liability arising from:

- Product or platform outages, changes, discontinuations, or end-of-life decisions made by manufacturers or vendors
- Changes to cellular carrier networks, coverage areas, or service plans
- Software update cycles, firmware releases, or mandatory updates imposed by manufacturers
- Cloud platform downtime, API changes, or account-related restrictions
- Subscription fee changes or billing issues with third-party service providers

**SUBSCRIPTIONS AND RECURRING COSTS**

Certain installed products require ongoing subscriptions, cellular service plans, SIM cards, cloud accounts, licensing fees, or other recurring costs imposed by third parties. Unless explicitly stated in the written quote, such costs are not included in installation pricing. Customer is solely responsible for establishing and maintaining all subscriptions and service accounts necessary for equipment operation.

**ONGOING CUSTOMER RESPONSIBILITY AFTER INSTALLATION**

Once installation is complete, Customer is solely responsible for the ongoing operation, monitoring, account administration, subscription management, software updates, firmware maintenance, credential management, and routine upkeep of all installed equipment, unless otherwise agreed in writing. 12Volt Outfitters is not responsible for equipment that stops functioning, reporting, recording, or communicating due to expired subscriptions, lost credentials, platform changes, carrier transitions, software updates, or any other post-installation circumstance outside of 12Volt Outfitters' control.

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**19. DASH CAMERAS, GPS TRACKERS, AND RECORDING EQUIPMENT**

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**WHAT WE INSTALL**

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12Volt Outfitters installs dash cameras, fleet cameras, GPS tracking devices, driver monitoring systems, telematics units, recording systems, audio/video surveillance equipment, and related data collection devices, among other vehicle electronics. This list is representative and not exhaustive. Regardless of the type of equipment installed, 12Volt Outfitters provides installation services only and does not provide legal advice regarding the purchase, installation, activation, or use of any equipment.

#### **LEGAL COMPLIANCE IS THE CUSTOMER'S RESPONSIBILITY**

Customer is solely and entirely responsible for determining whether the installation, activation, use, monitoring, recording, storage, transmission, review, or disclosure of any data collected by installed equipment complies with all applicable federal, state, and local laws, regulations, employment laws, privacy laws, consent requirements, and contractual obligations. Customer acknowledges that laws governing audio recording, video surveillance, employee monitoring, GPS tracking, data retention, and consent vary by jurisdiction and may require prior written notice, posted signage, or affirmative consent.

#### **INDEMNIFICATION**

Customer agrees to defend, indemnify, and hold harmless 12Volt Outfitters from all claims, demands, losses, liabilities, costs, fines, penalties, and attorneys' fees arising from Customer's use, misuse, operation, monitoring, recording, storage, disclosure, or transmission of data collected by installed equipment.

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## **20. VEHICLE OWNERSHIP AND AUTHORIZATION TO INSTALL**

### **CUSTOMER REPRESENTATIONS**

Customer represents and warrants that: (a) Customer owns the vehicle, or has full lawful authority from the registered owner to authorize the requested installation; (b) Customer has the legal right to authorize installation of the specific equipment requested; and (c) the installation does not violate any lease agreement, lien, financing agreement, or legal restriction applicable to the vehicle.

### **THIRD-PARTY CLAIMS**

12Volt Outfitters shall be entitled to rely upon Customer's representations without independent verification. If a third party subsequently claims Customer lacked authority to authorize the services, Customer shall remain solely responsible for all charges, losses, legal expenses, and damages arising from such dispute and shall indemnify 12Volt Outfitters accordingly.

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## **21. MARKETING CONSENT AND INTELLECTUAL PROPERTY**

### **MARKETING AND PORTFOLIO CONSENT**

Customer expressly consents to 12Volt Outfitters using photographs, video recordings, and general written descriptions of completed installations for the following purposes:

- Social media posts and stories on any platform (Instagram, Facebook, TikTok, YouTube, LinkedIn, etc.)
- Website portfolio and case study content on 12voltoutfitters.com and related company websites
- Promotional materials, advertisements, and marketing campaigns in any medium
- Industry directories, trade publications, and business development materials
- Training materials, internal documentation, and employee development content
- Google Business Profile posts, reviews, and local SEO content

12Volt Outfitters will not intentionally display personally identifying information such as Customer's full name, phone number, email address, or home address in public marketing materials without prior written consent. Vehicle license plates will be obscured where practical in publicly shared content. Vehicle make, model, and general location (e.g., city or region) may be referenced.

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**OPT-OUT**

Customer may opt out of marketing use of their installation by notifying 12Volt Outfitters in writing at the time of service or prior to the appointment. Opt-out requests received after content has already been published will be honored on a going-forward basis but do not obligate 12Volt Outfitters to remove previously published content.

**INTELLECTUAL PROPERTY**

All photographs, video recordings, written descriptions, documentation, diagrams, wiring layouts, and other work product created by 12Volt Outfitters in connection with any service are and shall remain the sole intellectual property of 12Volt Outfitters. Customer receives no ownership interest in any documentation or media created during service. Customer may request a copy of their installation records for personal reference purposes.

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**22. INSTALLATION QUALITY AND PROFESSIONAL STANDARDS**

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**OUR STANDARD OF WORK**

12Volt Outfitters performs installations using professional practices, appropriate tools, quality materials, and industry-accepted methods consistent with the Mobile Electronics Certified Professional (MECP) and related industry standards. Aftermarket installation inherently requires technician judgment regarding equipment placement, wiring routes, mounting methods, component locations, cable management, and future service accessibility.

**INSTALLER JUDGMENT**

Reasonable variations in installation approach that result in a safe, functional, and professionally executed installation shall not constitute defective workmanship. 12Volt Outfitters does not warrant that any installation will be indistinguishable from factory-installed equipment, as aftermarket installation by nature involves adaptation and judgment.

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**23. LIMITED WORKMANSHIP WARRANTY**

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**WARRANTY TERMS**

Unless otherwise stated in writing, 12Volt Outfitters warrants its installation workmanship for the life of the vehicle while owned by the original Customer at the time of installation. This warranty is non-transferable and applies solely to physical installation workmanship performed by 12Volt Outfitters.

**WHAT THIS WARRANTY COVERS**

- Loose or failed wiring connections attributable to installation workmanship
- Incorrectly routed wiring that causes a verifiable fault
- Mounting failures attributable to installation method or fastener selection
- Electrical shorts or opens directly caused by installation workmanship

**WHAT THIS WARRANTY DOES NOT COVER**

- Product defects, manufacturer defects, or equipment failures of any kind
- Customer-supplied equipment failures
- Software, firmware, cellular network, GPS, or account-related issues
- Damage caused by user error, abuse, neglect, or unauthorized modifications
- Accidents, collisions, water damage, fire, theft, or acts of nature
- Modifications, repairs, or alterations performed by parties other than 12Volt Outfitters
- Normal wear and degradation of installed components over time
- Failures caused by pre-existing vehicle conditions

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Warranty service requires prior inspection by 12Volt Outfitters before any coverage determination. Any modification, removal, or repair of warranty-covered work by another party prior to 12Volt Outfitters' inspection may void warranty coverage for the affected work.

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## **24. NOTICE OF CONCERNS AND OPPORTUNITY TO CURE**

### **YOUR RESPONSIBILITY AS A CUSTOMER**

If Customer believes any vehicle issue, malfunction, fault, warning light, electrical problem, or performance concern is related to or caused by services performed by 12Volt Outfitters — whether or not that belief is ultimately correct — Customer must: (1) notify 12Volt Outfitters in writing within a reasonable time after discovery; and (2) provide 12Volt Outfitters a reasonable opportunity — no less than five (5) business days from notice — to inspect the vehicle, equipment, and installation before Customer incurs any diagnostic fees, repair costs, or related expenses through a dealership, repair facility, third-party installer, or any other party.

### **APPEARANCE AFTER INSTALLATION IS NOT PROOF OF CAUSE**

This obligation applies regardless of whether the issue ultimately proves to be related to 12Volt Outfitters' work. The fact that a vehicle issue appears after an installation does not establish that the installation caused it. 12Volt Outfitters must be given the opportunity to inspect and make that determination before any money is spent elsewhere.

### **NO REIMBURSEMENT WITHOUT PRIOR NOTICE**

12Volt Outfitters shall not be responsible for reimbursement of dealership diagnostic fees, repair costs, towing charges, rental vehicle expenses, or any other costs incurred without first providing 12Volt Outfitters this notice and inspection opportunity. Customer's failure to comply with this provision shall constitute a waiver of any related warranty claim and shall bar any demand for reimbursement of third-party costs, regardless of whether 12Volt Outfitters' work is later found to be a contributing factor.

### **THIRD-PARTY WORK BEFORE INSPECTION VOIDS WARRANTY**

If a third party performs corrective work, modifications, removal, or replacement before 12Volt Outfitters has been given its inspection and cure opportunity, warranty coverage for the affected work is void and no reimbursement obligation shall arise. Exception: if a condition presents an immediate and verifiable safety risk, Customer may address that specific safety issue and must notify 12Volt Outfitters in writing as soon as practicable thereafter, preserving all removed components, documentation, and repair invoices for inspection.

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## **25. CUSTOMER INSPECTION AND ACCEPTANCE OF WORK**

### **INSPECTION AT COMPLETION**

Upon completion of services, Customer shall be offered an opportunity to inspect the completed installation where practical. Customer is encouraged to review the work performed, ask questions, and raise any concerns prior to departure from the service location. Customer acceptance of the final invoice, payment for services, or departure from the service location following completion shall constitute acceptance of the installation as delivered, subject to latent defects that could not reasonably have been discovered at time of acceptance.

### **REPORTING CONCERNS**

Concerns regarding installation workmanship should be reported to 12Volt Outfitters as promptly as possible after discovery. Prompt reporting allows issues to be investigated and resolved more effectively and does not waive Customer's warranty rights.

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## **26. LIMITATION OF LIABILITY**

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**EXCLUDED DAMAGES**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 12VOLT OUTFITTERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE INSTALLATION, OPERATION, MALFUNCTION, OR FAILURE OF ANY EQUIPMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER 12VOLT OUTFITTERS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**SPECIFIC EXCLUSIONS**

Without limiting the foregoing, 12Volt Outfitters shall not be liable for: lost business revenue or profits; lost data; vehicle downtime; missed appointments or fleet delays; service interruptions; third-party subscription or service charges; cellular carrier issues; GPS signal failures; or cloud service outages.

**MAXIMUM LIABILITY CAP**

In all events, the maximum aggregate liability of 12Volt Outfitters arising from any claim related to this Agreement shall not exceed the total amount paid by Customer to 12Volt Outfitters for the specific installation services directly giving rise to the claim.

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**27. INDEMNIFICATION****CUSTOMER'S INDEMNIFICATION OBLIGATIONS**

Customer agrees to defend, indemnify, and hold harmless 12Volt Outfitters and its owners, officers, employees, subcontractors, and agents from and against any and all claims, demands, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:

- Customer's breach of any representation, warranty, or obligation under this Agreement
- Customer's negligence, recklessness, or willful misconduct
- Third-party claims arising from the installation, activation, use, or operation of installed equipment
- Claims that Customer lacked authority to authorize installation services
- Customer's violation of any applicable law, regulation, privacy requirement, or contractual obligation in connection with the use of installed equipment
- Claims arising from recorded audio or video content captured by installed devices

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**28. CUSTOMER AGE, IDENTITY, AND LEGAL CAPACITY****REPRESENTATION OF AUTHORITY**

Customer represents and warrants that they are at least eighteen (18) years of age, are legally competent to enter into a binding contract, and are acting on their own behalf or with full authority to bind any entity they represent. If entering into this Agreement on behalf of a company, fleet operator, employer, or other business entity, Customer represents they have all necessary authority to bind such entity to the terms of this Agreement. 12Volt Outfitters may require government-issued identification before performing services.

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**29. RETURN OF CUSTOMER-SUPPLIED EQUIPMENT****BEFORE WORK COMMENCES**

If an installation cannot proceed for any reason prior to commencement of physical work, 12Volt Outfitters will make reasonable efforts to return customer-supplied equipment in the condition it was received. 12Volt Outfitters is not responsible for pre-existing damage to equipment or packaging.

**AFTER WORK HAS COMMENCED**

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If physical work has commenced and installation cannot be completed, 12Volt Outfitters will make reasonable efforts to restore the vehicle to a safe condition and return uninstalled equipment; however, labor charges for work performed are non-refundable. Customer is responsible for providing appropriate packaging and making arrangements for equipment return where applicable.

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### **30. FLORIDA MECHANIC'S LIEN RIGHTS**

#### **STATUTORY LIEN RIGHTS RESERVED**

12Volt Outfitters reserves all lawful rights and remedies for unpaid amounts, including any lien rights available under Florida law to the extent applicable and enforceable based on the services performed, the company's legal status, and compliance with required procedures. Nothing in this Agreement shall be construed as a waiver of any such rights.

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### **31. NO GUARANTEE OF PRODUCT PERFORMANCE**

#### **PRODUCT SELECTION IS CUSTOMER'S RESPONSIBILITY**

12Volt Outfitters does not guarantee that any product or installed system will meet Customer's performance expectations, business objectives, fleet requirements, insurance requirements, regulatory compliance requirements, or operational goals. Product selection is the sole responsibility of Customer unless 12Volt Outfitters has separately agreed in writing to provide product selection consulting services.

#### **RECOMMENDATIONS ARE NOT PROFESSIONAL ADVICE**

Any recommendation, suggestion, product opinion, or placement advice offered by 12Volt Outfitters is provided in good faith based on experience and information available at the time, and does not constitute engineering advice, regulatory compliance advice, legal advice, insurance advice, or professional consulting services. Customer remains solely responsible for evaluating whether any product or installation satisfies its own requirements and applicable legal obligations.

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### **32. FORCE MAJEURE**

#### **EVENTS BEYOND OUR CONTROL**

12Volt Outfitters shall not be in default or liable for any delay or failure to perform its obligations under this Agreement to the extent caused by circumstances beyond its reasonable control, including but not limited to: acts of God; hurricanes, tropical storms, or other severe weather events; floods or flooding; fires; earthquakes; pandemics or public health emergencies; war; terrorism; civil unrest; government orders, restrictions, or declarations of emergency; supply chain disruptions; fuel shortages; power outages; or equipment failures beyond 12Volt Outfitters' reasonable control. In such events, 12Volt Outfitters will notify Customer and make reasonable efforts to reschedule affected appointments as promptly as practicable. Force majeure delays shall not entitle Customer to a refund of any deposit.

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### **33. RIGHT TO REFUSE OR TERMINATE SERVICE**

#### **GROUND FOR REFUSAL OR TERMINATION**

12Volt Outfitters reserves the right to refuse, suspend, or terminate services at any time, without liability, if any of the following exist:

- Unsafe, hazardous, or unsuitable working conditions
- Threatening, abusive, harassing, or inappropriate behavior by Customer or third parties
- Installation cannot be safely or properly completed

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- Customer demands services materially outside the agreed scope without agreeing to additional compensation
  - Concerns regarding payment, fraud, or misrepresentation
  - Equipment presents a safety risk or is suspected to be counterfeit
  - Legal, regulatory, or ethical concerns about the nature of the requested installation

#### **CUSTOMER OBLIGATIONS UPON TERMINATION**

If service is refused, suspended, or terminated under this provision, Customer shall remain responsible for all labor performed, time incurred, travel expenses, and any other amounts due through the date of termination. 12Volt Outfitters shall have no liability to Customer for loss, inconvenience, or damages resulting from a lawful exercise of this right.

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### **34. CUSTOMER ACCEPTANCE OF TERMS**

#### **ACTS CONSTITUTING ACCEPTANCE**

Customer accepts this Agreement and all of its terms and conditions by any one or more of the following actions:

1. Signing this Agreement in writing or electronically
2. Electronically approving this Agreement through the 12Volt App customer portal or any electronic signature platform
3. Approving any estimate, invoice, or work order that references or incorporates this Agreement
4. Providing written or electronic authorization by email, text message, or messaging platform
5. Presenting a vehicle at the service location for the purpose of receiving services
6. Allowing installation work to commence without objection
7. Paying for services performed, in whole or in part

Any of the foregoing constitutes full and binding acceptance of this Agreement. Customer acknowledges that they have had the opportunity to read this Agreement in its entirety prior to authorizing service.

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### **35. GOVERNING LAW AND VENUE**

#### **FLORIDA LAW – BROWARD COUNTY**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Both parties consent to the exclusive personal jurisdiction and venue of the state and federal courts located in Broward County, Florida for resolution of any dispute arising under or related to this Agreement. In any action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs.

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### **36. DISPUTE RESOLUTION AND GOOD FAITH**

#### **GOOD FAITH RESOLUTION FIRST**

Both parties agree to attempt in good faith to resolve any dispute, claim, or controversy arising from or related to this Agreement or the services performed hereunder through direct communication before pursuing formal legal remedies. Customer agrees to provide 12Volt Outfitters written notice of any dispute and a minimum of fifteen (15) business days to respond and attempt resolution before initiating any legal proceeding.

#### **COURT PROCEEDINGS**

If informal resolution is unsuccessful, either party may bring a claim in a court of competent jurisdiction in Broward County, Florida. The parties retain any right to request a jury trial that may be available under applicable law.

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### **37. WAIVER**

#### **NO IMPLIED WAIVER**

No failure or delay by 12Volt Outfitters in exercising any right, remedy, power, or privilege under this Agreement shall operate as a waiver of that right. No waiver of any single breach or default shall be deemed a waiver of any subsequent breach or default of the same or any other provision. Any waiver of a provision of this Agreement must be in writing and signed by an authorized representative of 12Volt Outfitters to be valid and effective.

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### **38. SEVERABILITY**

#### **INVALID PROVISIONS SEVERED**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be modified to the minimum extent necessary to make it enforceable, or if such modification is not possible, shall be severed from this Agreement. The remaining provisions shall continue in full force and effect and shall not be affected or impaired by the invalidity or unenforceability of any severed provision.

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### **39. AMENDMENTS AND ELECTRONIC SIGNATURES**

#### **WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be amended, modified, or supplemented except by a written instrument agreed to by authorized representatives of both parties. Electronic signatures, including those executed via electronic signature platforms, email confirmation, text message authorization, or 12Volt App customer portal approval, are deemed valid, binding, and legally enforceable to the same extent as original handwritten signatures under Florida law and the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act), 15 U.S.C. § 7001 et seq. This Agreement may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original.

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### **40. ENTIRE AGREEMENT**

#### **SUPERSEDES ALL PRIOR AGREEMENTS**

This Agreement, together with any approved quote, invoice, work order, written authorization, or addendum expressly incorporated by reference, constitutes the entire agreement between the parties concerning the subject matter hereof. It supersedes all prior and contemporaneous discussions, negotiations, representations, warranties, and agreements, whether oral or written. No representation, promise, inducement, or statement not expressly set forth in this Agreement shall be binding upon either party.

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### **41. 12VOLT APP — SHOP MANAGEMENT SYSTEM DISCLOSURE**

#### **ABOUT 12VOLT APP**

12Volt Outfitters utilizes 12Volt App, a proprietary shop management and workflow platform developed and owned by 12Volt Outfitters of South Florida LLC, to manage work orders, customer records, job documentation, NFC-based vehicle tracking, installation records, invoicing, and related business operations.

#### **BETA SOFTWARE DISCLOSURE**

Customer acknowledges and agrees that 12Volt App is currently operating in a BETA phase of development. As beta software, the platform may contain bugs, errors, incomplete features, unexpected behavior, or performance

limitations. Features, interfaces, and workflows within 12Volt App may change without prior notice as the platform continues to be developed and improved.

**LIMITATION OF LIABILITY – 12VOLT APP**

12Volt Outfitters makes no warranty, express or implied, regarding the reliability, accuracy, completeness, or fitness for a particular purpose of 12Volt App or any data, records, documentation, or outputs generated by it. Customer agrees that 12Volt Outfitters shall not be liable for any loss, error, omission, delay, data corruption, data loss, or other consequence arising from the use of, reliance upon, or malfunction of 12Volt App or any records generated thereby.

In the event of any conflict, discrepancy, or data error involving records generated or stored within 12Volt App, the signed written work order or invoice shall control. Customer acknowledges that digital records stored in 12Volt App are subject to beta-phase limitations and should not be relied upon as the sole source of record for legal, regulatory, insurance, or warranty purposes during the beta period.

**DATA HANDLING AND PRIVACY – 12VOLT APP**

Customer information entered into 12Volt App, including but not limited to name, contact information, vehicle information, and service history, is stored and processed within the 12Volt App platform. 12Volt Outfitters implements reasonable security measures appropriate for a beta-stage platform but cannot guarantee absolute data security. Customer consents to their service-related information being stored, processed, and used within 12Volt App for business operations purposes. Customer information will not be sold to third parties.

12Volt App is a proprietary platform built by 12Volt Outfitters. By authorizing service, Customer consents to their work order and vehicle data being managed within this system. This disclosure is provided in the interest of full transparency.

**CUSTOMER ACKNOWLEDGMENT AND SIGNATURE**

By signing below, Customer confirms that they have read, understood, and agreed to this Agreement in its entirety, including all 41 sections.

**Customer Signature**

**12Volt Outfitters Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**