

**1. Acceptance of Terms:** Capitalized terms are defined below. Unless other terms are specified in Seller's Quotation or Invoice, the following Terms and Conditions of Sale ("Terms") will govern the offer and sale of all Goods and Services provided by Seller to Buyer. Any terms and conditions of sale (other than the economic terms of the Order) that may be contained in any purchase order or other form provided by Buyer will be without force and effect, regardless of when received by Seller. By placing an Order, Buyer accepts these Terms, and the sale and delivery by Seller of Goods will be conclusively presumed to be subject to these Terms. Seller reserves its right in its sole and absolute discretion of modify these Terms at any time, without notice, effective upon posting on Seller's website. It is Buyer's responsibility to ensure familiarity with the most recent Terms.

**2. Definitions.**

- (a) "Buyer" and "Seller" are identified on the Quotation or Invoice.
- (b) "Goods" are all equipment, products, goods, or materials listed on a Quotation or Invoice.
- (c) "Quotation" is issued by Seller to Buyer to offer the sale of Goods, and is valid for a period of 30 days from the date of issue.
- (d) "Order" means Buyer's commitment to purchase Goods from Seller.
- (e) "Invoice" is a written invoice for Goods provided by Seller to Buyer for Orders accepted by Seller in writing or by performance.

**3. Orders.** Buyer agrees to purchase the Goods solely for Buyer's personal use. Seller assumes no liability for the re-sale of the Goods or where the Buyer purchases the product on behalf of some other party. Buyer agrees not to re-sell the Goods to any other person or entity. Seller will have the right to accept or reject an Order in its sole discretion. Seller's acceptance of an Order from Buyer may be subject to Buyer's credit approval and other conditions required by Seller. Buyer will not have the right to cancel an Order without Seller's prior written consent.

**4. Prices and Taxes.** Prices will be set forth in the Quotation. Prices and these Terms are subject to change without notice. Unless specifically stated, prices do not include sales, use, excise or other similar taxes or duties ("Taxes"). Buyer will pay any and all clearance charges, broker's fees, shipping costs, Taxes and other amounts payable in connection with Seller's delivery of Goods. If Seller is required to pay any Taxes on the Goods furnished hereunder, Buyer will promptly reimburse Seller for such Taxes.

**5. Payment.** Buyer will pay all Invoices within 10 days from date of Invoice in U.S. dollars in immediately available funds via wire transfer to an account designated by Seller or by bank check payable to Seller. Payment will not be deemed to have been received until Seller has received cleared funds. If Seller delivers Goods to Buyer in lots, Seller has the right to invoice Buyer for each lot and Buyer will pay all such Invoices as provided herein. No Goods will be manufactured or shipped to Buyer unless Buyer is current on each Invoice. **THE INITIAL DEPOSIT TO RESERVE BUYER'S UNIT SHALL BE NONREFUNDABLE.** Buyer will make all payments due on time, in full without any deduction, whether by way of set-off, counter-claim, discount, abatement or otherwise.

**6. Delivery and Acceptance.** Seller will deliver the Goods EX Works, Seller's nominated facility. Buyer will pay all freight, insurance, and other shipping expenses, as well as any special packing expenses. Seller will use commercially reasonable efforts to meet the quoted delivery dates and will have the right to deliver partial shipments of Goods. Buyer is deemed to have accepted the Goods upon delivery unless Buyer notifies Seller in writing of any loss, damage, shortage or other non-conformity within 7 days from the date of delivery. In the absence of receipt of such notice, Buyer will have no right to reject the Goods. Buyer will have no right to suspend or delay delivery of Goods. If Buyer fails to accept delivery of Goods, Seller will have the right to store or arrange storage of the Goods at Buyer's risk, and expense. Buyer will promptly pay for the reasonable costs of storage and insurance of the Goods until delivery. Seller will not accept any returns of Goods without Seller's prior written authorization. Any return of Goods shall be subject to a restocking fee of 15% of the purchase price, to be paid by Buyer.

**7. Risk and Title.** The risk of loss or damage to the Goods will pass to Buyer when the Goods are shipped to Buyer or its agents. Title to the Goods will pass to Buyer when Seller has received payment in full of the Invoice price of the Goods. Buyer represents that it has adequate insurance to cover the risk of loss or damage described in this paragraph. Seller warrants that title to the Goods passes to Buyer upon Seller's receipt of payment in full for such Goods.

**8. Limited Warranty.** Unless stated otherwise in the Quotation for the Goods, Seller makes no representations or warranties to Buyer that Goods will be free from defects in material and workmanship. The sole and exclusive remedy of Buyer under this warranty will be, in Seller's sole and exclusive discretion, to repair or replace Goods proved defective with conforming Goods. Buyer will return the allegedly defective Goods to Seller, if required and authorized by Seller, freight prepaid. To the extent permitted by Seller's suppliers, Seller will pass through any warranty from a supplier for components or parts provided by such supplier in connection with the Goods sold by Seller to Buyer, and will use reasonable efforts to assist Buyer in making warranty claims subject to the supplier's warranty terms. The warranty does not cover third-party mechanical, heat or any other damage inflicted by improper use of the Goods. This includes, but is not limited to improper handling, an improper installation, or damage inflicted by improper shipping, storage or use of said parts. The warranty does not cover any damage resulting from usage in unsafe environments which are not covered by the usual vehicle safety insurance including, but not limited to racetracks, drag strips, dyno runs, tuning work and any other similar actions.

**9. DAMAGE WAIVER.** BUYER ACKNOWLEDGES THAT THE INSTALLATION OF THE GOODS MAY VOID MANUFACTURER WARRANTIES AND ASSUMS ALL RISK AND RESPONSIBILITY THEREFORE, INCLUDING THE RISK OF THE PRODUCT CAUSING DAMAGE TO BUYER'S AUTOMOBILE. BUYER AGREES TO RELEASE, WAIVE, HOLD HARMLESS AND INDEMNIFY THE SELLER AND ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS REGARDING ANY AND ALL CLAIMS OF ANY NATURE WHATSOEVER, WHETHER BY CONTRACT, NEGLIGENCE, STATUTE, PRODUCTS LIABILITY OR OTHERWISE, RELATED TO THE PURCHASE, SALE, PERFORMANCE AND WARRANTIES REGARDING THE PERFORMANCE OF THE PRODUCT, INCLUDING ANY CLAIMS FOR PERSONAL INJURY, FAILURE

**TO WARN, PAIN AND SUFFERING, MISREPRESENTATION, FRAUD, GROSS NEGLIGENCE, WRONGFUL LABELING OR ADVERTISING, PROPERTY DAMAGE OR WRONGFUL DEATH, COMPENSATORY, CONSEQUENTIAL AND PUNITIVE DAMAGES, AS WELL AS ANY CLAIM FOR ATTORNEY FEES AND COSTS.**

**10. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THESE TERMS, SELLER AND ITS SUPPLIERS MAKE NO AND HEREBY DISCLAIM ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.**

**11. Confidential Information. All technical and/or business information disclosed by a party which is either expressly identified as confidential or by its nature is implicitly confidential will be kept in strict confidence by the receiving party and not used by the receiving party, other than for the purposes of manufacture, sale, purchase or use of the Goods or to perform the party's obligations hereunder.**

**12. Intellectual Property Rights. As between Buyer and Seller, Seller owns and retains all right, title and interest in and to any patents, copyrights, mask works, trade secrets, trademarks and other intellectual property rights in and to the Goods. The sale of Goods or performance does not convey a license, express or implied, to use any Seller trademark or trade name, and Buyer will not use any Seller trademark or trade name in connection with any Goods, other than with respect to resale of Goods pre-marked or packaged by or on behalf of Seller.**

**13. Infringement. Subject to these Terms, Seller will indemnify, defend and hold harmless Buyer from third-party claims that the Goods infringe any validly issued United States patent. Seller will have no obligation for any infringement claim due to: (a) any use of Goods in combination with other products or materials or otherwise than as intended or specified by Seller; or (b) any Goods made to Buyer's specifications or design. If the Goods become, or in Seller's opinion are likely to become, the subject of an infringement claim, Seller may, at its option and in its sole discretion, (i) procure for Buyer the right to continue using such Goods; (ii) replace or modify such Goods so that they become non-infringing; or (iii) accept return of such Goods and refund Buyer the amounts actually paid by Buyer to Seller for such Goods. This indemnity is subject to: (y) Buyer's immediate written notification to Seller of the claim; and (z) Buyer giving Seller sole control of the defense of the claim and all reasonable assistance in connection with the claim. Buyer will not make any admission as to liability or compromise or agree to settlement of any claim without Seller's prior written consent. This section states Buyer's sole remedies for infringement claims.**

**14. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT WILL SELLER OR ITS SUPPLIERS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES**

**(INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), AS A RESULT OF THE OFFER, SALE OR USE OF GOODS OR SERVICES, UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, NEGLIGENCE, TORT, WARRANTY OR OTHER WRONGFUL ACT OR OMISSION OF SELLER AND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) SELLER'S TOTAL LIABILITY FOR ALL CLAIMS WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00).**

**15. Indemnification. To the fullest extent permitted by applicable law, Buyer will defend, indemnify and hold harmless Seller, its subsidiaries, affiliates, parents, partners, their successors and assigns and each of their respective past and present directors, officers, employees and agents (collectively "Seller Indemnitees") from and against any and all losses, damages, liabilities, demands, claims, actions, judgments, charges, court costs, and legal or other expenses, including, without limitation, reasonable attorneys' fees ("Liabilities"), which Seller Indemnitees may sustain, incur or become liable for in defending or compromising any suit, action, or other proceeding arising out of, related to, or in any way connected with Buyer's purchase, sale, or use of the Goods, including, but not limited to, Buyer's misuse of such Goods, environmental claims resulting from Buyer's use of the Goods, or any other acts or omissions, willful misconduct or negligence, whether active or passive, on the part of Buyer; provided, however, Buyer will have no indemnity obligations under this paragraph for any Liabilities caused solely by the willful misconduct or negligence of a Seller Indemnitee or covered by Seller's infringement indemnification obligations set forth in these Terms.**

**16. Privacy Notice: Seller, acting as controller, collects certain personal data regarding Buyer, its employees and its representatives as required for the purposes described below, including name, title, email address, phone number and mailing address ("Personal Data"). Such Personal Data will need to be provided in order for Seller to be able to manage Seller's supply of Goods to Buyer. Seller and its affiliates will collect and use Personal Data in accordance with applicable privacy and data protection laws, solely to communicate with Buyer regarding pending and potential supply activities, for customer management purposes and other legitimate business purposes concerning Buyer's and Seller's business relationship. Personal Data may also be shared with third party suppliers of Seller and its affiliates (including hosting service providers) who will process the Personal Data on Seller's and its affiliates' behalf, and may be located in the United States or elsewhere. Buyer will inform its employees and representatives of the information set out in this clause. BUYER CONSENTS AND WILL SECURE THE CONSENT OF ITS EMPLOYEES AND REPRESENTATIVES, TO THE TRANSFER TO AND PROCESSING OF ANY PERSONAL DATA TO SELLER AND ITS AFFILIATES WHETHER LOCATED IN THE UNITED STATES OR ANY OTHER COUNTRIES FOR THE PURPOSES DESCRIBED IN THIS PARAGRAPH OR FOR ANY OTHER PURPOSE TO WHICH BUYER CONSENTS. Buyer will indemnify, defend and hold harmless Seller and its affiliates from and against any claim arising out of or in connection with Buyer's failure to comply with this clause or any privacy and data protection laws applicable to Buyer.**

**17. Attorney's Fees.** If either party brings any legal action against the other party to enforce these Terms, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

**18. Force Majeure.** Seller will not be liable for failures or delays caused by events or circumstances beyond its reasonable control.

**19. Assignment.** Buyer will not have the right to assign or transfer Quotations or Orders, in whole or in part, except with Seller's prior written consent. Seller has the right to assign its rights, or to delegate or subcontract its obligations or any portion thereof, to any affiliate or successor to its business or the assets to which these Terms relate. Seller does not owe warranty to any third party.

**20. Dispute Resolution and Governing Law.**

a. If both parties are U.S. residents, (i) these Terms will be governed by the laws of the State of New York, and the United States without reference to its conflicts of laws provisions; (ii) exclusive jurisdiction and venue for any action, suit or proceeding concerning these Terms will be in the federal or state courts located in the County of Nassau, New York, U.S.A.; and (iii) each party submits to exclusive personal jurisdiction in the State of New York for any such action, suit, or proceeding.

b. If either party is not a U.S. resident, any claim or controversy arising out of or relating to these Terms, including, but not limited to, its breach, existence, validity or enforceability (i) will be settled by binding arbitration by a single arbitrator under the Commercial Rules of Arbitration of the American Arbitration Association and conducted in Nassau County, New York U.S.A.; and (ii) the laws of the State of New York and the United States will govern these Terms, irrespective of its conflicts of laws provisions. The arbitrator's ruling will be final and may be enforced in any court of competent jurisdiction.

**21. Notices.** Each party will provide any notice required or permitted under these Terms in writing, sent by reputable overnight or international courier with confirmed delivery to that other party at the party's address on the Invoice. Notices will be effective upon receipt.

**22. Miscellaneous.** Time for payment is of the essence. Buyer acknowledges that it has not been induced to purchase any Goods or Services from Seller by any representation or warranty not expressly set forth herein. These Terms constitute the entire agreement of the parties and supersede all existing agreements and all other oral or written communications between the parties concerning the subject matter contained herein. None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except by a written document signed by an authorized representative of Seller. Any waiver or failure to enforce any provision herein on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Section headings contained herein are intended for convenience of reference only and will not affect the interpretation of any provision. If any provision of these Terms is held to be prohibited or unenforceable, the parties will promptly substitute for the invalid provision a valid and enforceable provision which most closely approximates the intent and economic effect of the invalid provision and the remaining provisions will continue in full force and effect. Sections 9-21 will survive termination of these Terms.

## **PRODUCT DISCLAIMER**

By purchasing this product the consumer has researched the pros and cons or modifying their vehicle with aftermarket carbon fiber. Customer understands that modifying their car bares certain risks of damage to their vehicle, and both parties understand and agree to hold Arrera Automobili, Inc. harmless of liability from installation and use of this product. The dealer/consumer is not absolved of responsibility by means of ignorance and is hereby informed. By installing this product on your vehicle you assume all responsibility and consequences.

Aftermarket car parts are considered special order, and not returnable without written consent by Arrera Automobili. Dealers are responsible for providing product disclosures/terms and conditions to their consumers.

Post installation of this product may require troubleshooting/diagnostics. Components and sensors near the limit of their wear tolerance may need replacement. Arrera Automobili Inc. is not responsible for troubleshooting, diagnostic costs or consequential cost. The purchaser/reseller assumes the risks of modifying a used vehicle and educating themselves on the common traits of their platform. It is the reseller's responsibility to educate the end user of these terms and conditions.

I HEREBY WAIVE AND RELEASE, INDEMNIFY, HOLD HARMLESS, and FOREVER DISCHARGE Arrera Automobili Inc., and its owners, agents, employees, officers, directors, affiliates, successors, and assigns (collectively, "the Released Parties"), from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages, and liabilities, of any and every kind and nature, whether known or unknown, in law or equity, that I have or may have, arising from or in any way related to any of the products or services provided by the Released Parties.