

RARE JDM, LLC TERMS AND CONDITIONS

IMPORTANT! READ THESE TERMS AND CONDITIONS (THE “TERMS”) CAREFULLY BEFORE YOU AGREE TO PURCHASE. BY PURCHASING A PRODUCT AND/OR SERVICE FROM RARE JDM, LLC, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS, THAT YOU UNDERSTAND THEM, AND THAT YOU AGREE TO BE BOUND BY THE TERMS.

THE FOLLOWING TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU (THE “CUSTOMER”) AND RARE JDM, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (THE “COMPANY”), AND ARE A PART OF THE WORK ORDER, PURCHASE ORDER, OR OTHER AGREEMENT (THE “AGREEMENT”) BETWEEN THE COMPANY AND THE CUSTOMER FOR PARTS OR SERVICES.

DELIVERY

The Company shall render services and provide parts as soon as is possible, but within a reasonable time. Any approximation of the time required to render services and/or provide parts or any dates given for completion constitute estimates only and shall not be binding on the Company. The Company shall not be liable for any damages and/or consequential damages and/or economic loss due to late completion and/or cancellation due to failure to complete at any given time.

PAYMENT

The Customer will pay in full for all parts and services on delivery of the parts or on completion of the services and delivery of the vehicle to the Customer, respectively. Other payment terms must be arranged in advance.

SPECIAL ORDER PARTS

SPECIAL ORDER ITEMS REQUIRE THAT THEY BE PAID-IN-FULL AT THE TIME THE ORDER IS PLACED, WITHOUT EXCEPTION. SPECIAL ORDER ITEMS CANNOT BE RETURNED OR RESOLD AND CANCELLATIONS ARE NOT ALLOWED UNDER ANY CIRCUMSTANCES.

LIMITED WARRANTY

All warranty claims must be accompanied with the original receipt for vehicle parts or services purchased by the Customer from the Company. Warranty period starts from date of purchase.

NOTE: Any vehicle part purchased by the Customer from the Company should be installed by a trained, qualified automotive technician. Failure to do so may result in major property damage, serious injury, or even death. After the installation of any such part, caution should be exercised while driving the Customer’s vehicle to verify that such part is safe and has been installed correctly. Improper installation or maintenance of such part will void this warranty.

Company Parts

Company Parts; Kits. A “Company Part” (collectively, “Company Parts”) is any vehicle part purchased by the Customer from the Company other than a part provided by a third party vendor, or any part of a “kit” purchased by the Customer from the Company that is not provided by a third party vendor. Company Parts are for either “normal use” or “racing use,” and are clearly marked in packaging or in the catalog. The Company offers a different limited warranty for normal use Company Parts than for racing use Company Parts.

Limited Warranty – Normal Use. The Company warrants that normal use Company Parts will perform according to specifications for thirty (30) days after purchase. If a Company Part fails to perform according to specifications, the Customer’s sole remedy is to return the part to the Company for repair or replacement at the Company’s option. All Company Parts must be installed in accordance with our installation instructions.

Limited Warranty – Racing Use. The Company warrants that racing use Company Parts will be according to specifications at the time that the racing use Company Parts are delivered to the Customer. Once the Company Part is installed or used, the Company provides no further warranty. If a racing use Company Part is not according to specifications at the time of purchase, the Customer’s sole remedy is to return the part to the Company for repair or replacement at the Company’s option. The Customer acknowledges that Company Parts used for racing or off road are frequently subject to extreme conditions that may be outside of the normal conditions of use, and that installation of racing use Company Parts may adversely affect the vehicle manufacturer’s warranty. The Customer is solely responsible for any damage that result from use of racing use Company Parts.

Customer Inspection. The Customer affirms that before entering into these Terms, the Company requested that the Customer examine any parts, including those provided by a third party vendor, to ascertain whether there were defects therein, that the Company afforded to the Customer an adequate opportunity to make such examination before the Customer entered into these Terms and that the Customer has examined any such parts as fully as the Customer desired for the purpose of determining whether there are defects or safety hazards.

Used Parts. The Company provides no warranty for used parts. The Customer understands that used parts or merchandise may have safety hazards. It is the responsibility of the Customer to inspect used merchandise for actual or latent safety hazards or hire an expert to so inspect.

Third Party Products

No Warranty. The Company disclaims all responsibility for, and provides no representation, warranty, or assurance with respect to, all third party products, whether individual parts or parts of a kit that are not Company Parts (each a “Third Party Product” and, collectively, “Third Party Products”) purchased from the Company. Many manufacturers of Third Party Products provide warranties for their products for a limited time after purchase. However, some of the providers of Third Party Products may not provide any warranty. All Third Party Products must be installed in accordance with the original manufacturer’s installation instructions. The Customer should contact these Third Party Product providers for information as to available warranties.

Questions. If the Customer has any questions regarding warranties for Third Party Products, please contact us at (562) 951-1111. Some manufacturers require that the Third Party Products be returned to the manufacturer directly.

Vehicle Services

High Performance Use. All services performed or provided by the Company, including but not limited to the installation of Company Parts or Third Party Products, or modifications to the Customer's vehicle, are solely intended for high performance uses, which are off-highway uses, off-road uses, or racing uses. By accepting these Terms, the Customer acknowledges that the Customer (as owner of the vehicle) takes sole responsibility to ensure that the purchase of any parts and services or modifications performed by the Company complies with all applicable federal, state, and local laws, regulations and ordinances including, but not limited to, any applicable laws, regulations, and ordinances regarding vehicle emissions.

Authorization. The Customer hereby authorizes the Company to perform all work (including work that must be sublet) agreed to by the Company and the Customer, including any necessary or incidental work not specifically contemplated by the Customer. Work provided by the Company may include one or more of the following: the installation of factory or performance parts, modifications to the Customer's vehicle, and other services. The Customer hereby authorizes the Company and its employees to operate such Customer's vehicle for purposes of testing, inspection, or delivery at the Customer's own risk and will not hold the Company liable for any mishaps or damages that occur. While in the Company's possession and/or control, the Company will not be held liable for any loss of or damage that occurs to the Customer's vehicle.

While in the Company possession, the Company will also not be held responsible or liable for any articles left in the Customer's vehicle in the case of fire, theft, accident, or any other cause beyond the Company's reasonable control.

Limited Warranty. The Company warrants that for thirty (30) days after purchase, all services performed by the Company will be performed in a professional and workman-like manner. If services are not performed in such manner, then the Customer's sole remedy is to return the vehicle to the Company for repair. The Customer acknowledges that vehicles used for racing or off road are frequently subject to extreme conditions that may be outside of the normal conditions of use. Any racing or off road use will void this warranty.

Refund Policy.

Inspection. Without limiting any other terms or conditions herein, should the Customer allege any of the services rendered or Company Parts and/or Third Party Products purchased from the Company to be defective in any manner, the Customer shall give the Company a reasonable opportunity to inspect same.

For Company Parts and Third Party Products. If the Customer is returning any Company Part or any Third Party Product due to shipping damage, product warranty, or an error made by the Company, please contact the Company at (562) 951-1111 before completing the return. In certain instances, shipping fees may be waived. All parts must have a Return Authorization

Number, which will be supplied by the Company, prior to being shipped back to us or back to the manufacturer.

The Company's limited warranty provides for repair or replacement of a defective Company Part, at the Company's option. If a Company Part cannot be repaired and a replacement part is unavailable, the Company will provide the Customer with a credit equal to the purchase price. Claims for adjustment or return due to defective or improper parts must be made in person and/or in writing within thirty (30) days from the original purchase date. It is the responsibility of the Customer to return parts to the Company, at the Customer's expense, for inspection. There will not be any refunds under any circumstances.

Returns. All purchased items must be returned within thirty (30) days from the original purchase date and all returns must be shipped back to the Company prepaid or must be personally delivered to the Company. No collect shipments will be accepted. Any returned item received by the Company after 30 days from the original purchase date will not be accepted. All returned items must be in new and unused condition. They must also (i) be returned in their original, manufacturers packaging; (ii) have all original manufacturer's supplied documentation; (iii) have not been used, installed or disassembled; (iv) have not been damaged due to incorrect installation; and (v) not have missing parts, hardware or instructions. The Company will not accept any returned items if they do not fully comply with the preceding requirements and the Company reserves the right to solely determine whether the preceding requirements have been fully complied with.

Special Order Parts. Special order parts cannot be returned under any circumstances.

WARRANTY LIMITATIONS

THIS WARRANTY DOES NOT EXTEND TO ANY COMPANY PART OR THIRD PARTY PRODUCT THAT FAILS DUE TO (i) ACCIDENT OR COLLISION; (ii) IMPROPER USE, INSTALLATION, MAINTENANCE, OR SERVICE; (iii) COMBINATION OF THE PRODUCT WITH OTHER THIRD-PARTY PRODUCT THAT FAILS; (iv) ABUSE, MISUSE, MODIFICATION, OR NEGLIGENCE; (v) FAILURE TO FOLLOW DIRECTIONS; (vi) AN ACT OF GOD (SUCH AS A FLOOD, CHEMICAL FALLOUT, SALT, HAIL OR OTHER ENVIRONMENTAL CONDITIONS INCLUDING NATURAL DISASTERS); OR (vii) INSTALLATION OR USE ON VEHICLES FOR A USE NOT AUTHORIZED IN THE TERMS.

THIS WARRANTY DOES NOT COVER LABOR, TOWING, OR RENTAL CAR CHARGES, WHICH ARE THE CUSTOMER'S SOLE RESPONSIBILITY.

THIS WARRANTY DOES NOT COVER INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES. THIS LIMITED WARRANTY REPRESENTS THE TOTAL LIABILITY OF THE COMPANY FOR ANY PRODUCT AND/OR SERVICE. THE COMPANY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR

THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO THE CUSTOMER.

FURTHER, ANY PURCHASER OR USER OF A COMPANY PART OR THIRD PARTY PRODUCT IS RESPONSIBLE FOR ENSURING THAT ITS USE COMPLIES WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES. THE COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES THAT ANY USES OF ANY PARTS PURCHASED FROM THE COMPANY COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL THE COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUPPLIERS, AND LICENSORS, AND THE PROVIDERS OF THIRD PARTY PRODUCTS (COLLECTIVELY, THE "INDEMNIFIED PERSONS") BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR LOSSES THAT THE CUSTOMER MAY INCUR IN CONNECTION WITH THE SERVICES PROVIDED BY THE COMPANY OR COMPANY PARTS OR THIRD PARTY PRODUCTS, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS. IN NO EVENT SHALL THE LIABILITY OF THE INDEMNIFIED PERSONS FOR ANY DIRECT DAMAGES ARISING FROM OR RELATING TO THE TERMS OR SERVICES OF THE COMPANY, COMPANY PARTS, OR THIRD PARTY PRODUCTS EXCEED THE PURCHASE PRICE FOR SUCH SERVICES, COMPANY PARTS, OR THIRD PARTY PRODUCTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO THE CUSTOMER.

INDEMNITY

The Customer hereby agrees to indemnify and hold the Indemnified Persons harmless from, and the Customer covenants not to sue the Indemnified Persons for, any and all damages, liabilities, costs, and expenses (including court costs and attorneys' fees) arising from claims related to (i) the Customer's negligence, error, omission, or willful misconduct, (ii) the Customer's breach of these Terms, (iii) any claim by a third party that the Indemnified Persons, due to services of the Company, Company Parts, or Third Party Products, are liable for contributory infringement of a copyright, patent, trade secret, or other proprietary right of a third party, provided that this indemnity will not apply to any claim to the extent any portion of the services, Company Parts, or Third Party Products delivered by the Company infringe on a proprietary right of a third party, or (iv) any claim by a third party that the Indemnified Persons, due to the Customer's use of or inability to use any portion of the services of the Company, Company Parts, or Third Party Products, are liable to a third party in tort or under statutory liability. The Customer shall cooperate as fully as reasonably required in the defense of any claim. The Company reserves the

right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Customer and the Customer shall not settle any matter without the Company's prior written consent.

MISCELLANEOUS

These Terms are personal to the Customer and the Customer shall not assign or transfer any portion of these Terms to any third party under any circumstances. These Terms, together with the Agreement to which they are attached, represent the complete agreement between the parties and supersede all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of these Terms is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be governed by and construed under California law, without regard for its conflict of laws or rules provisions. The parties hereby agree to the exclusive jurisdiction of the federal and state courts located in California with respect to any dispute arising from these Terms, the Agreement to which they are attached, or services of the Company, Company Parts, or Third Party Products. These Terms do not create any partnership, joint venture, or other business association between the Customer and the Company.