

MANTIS MOTORS RACING

TERMS & CONDITIONS

Mantis Motors, LLC

Terms and Conditions for Receipt of Merchandise & Services

GENERAL. This agreement contains the conditions and terms that apply to, and govern the receipt of Mantis Motors, LLC merchandise and or services. While we want every customer to be completely satisfied, and we will try to exceed your expectations when we can, this part of the agreement establishes where and within which party is responsible for the product and or service you purchase from us. In this agreement, the word "Account" refers to each such account, and "Mantis Motors", "we", and "our", refer to Mantis Motors, LLC, or our assignees. "You", and "Your", refer to all persons who receive merchandise and or services provided by, or made available through Mantis Motors, LLC.

1. ACCURACY OF INFORMATION. All of the information you furnished to us is, to the best of your knowledge, complete and accurate.

2. WARRANTIES. Warranty and service for merchandise including but not limited to electronic and non-electronic devices, if any, is provided by the original manufacturer, not by Mantis Motors, LLC. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES. Notwithstanding anything in these terms to the contrary, this Disclaimer of Warranties does not apply in New Jersey.

3. LIMITATION OF LIABILITY. You agree that we do not accept liability beyond the remedies set forth herein, including but not limited to any liability for product not being available for use, lost profits, loss of business or for lost or corrupted data or software, or the provision of services and support. Except as expressly provided herein, we will not be liable for any consequential, special, indirect, or punitive damages related to your merchandise or any services received from us, even if advised of the possibility of such damages, or for any claim by any third party. You agree that for any liability related to the purchase of product or service, we are not liable or responsible for any amount of damages above the amount invoiced for the applicable product or service. Notwithstanding anything in this Agreement to the contrary, the remedies set forth in this Agreement shall apply even if such remedies fail their essential purpose. Notwithstanding anything in these terms to the contrary, this Limitation of Liability does not apply to transactions in New Jersey.

4. CHANGE OF TERMS: We may change or terminate any terms, conditions, services or features of your Account or this Agreement at any time. We may also add new terms, conditions, services or features to



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your Account or this Agreement. To the extent required by law, we will notify you in advance of any change in terms or any new terms by mailing a notice to you at your address as shown on our records.

5. INDEMNIFICATION. You agree to indemnify and hold us, our Third Party Partners, parents, subsidiaries and affiliates, and each of their respective members, officers, directors, employees, agents, co-branders and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of any merchandise received by us (b) your breach of this Agreement and/or (c) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for the benefit of Mantis Motors, LLC, its Third Party Partners, its parent, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf. We reserve the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Company in asserting any available defenses. Notwithstanding anything in these terms to the contrary, this indemnification provision does not apply in New Jersey.

6. FORCE MAJEURE: Our failure to perform any term or condition of this Agreement as a result of conditions beyond our control such as, but not limited to, acts of God, governmental restrictions, power failures, wars, failures of suppliers or subcontractors, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

7. DELAY IN ENFORCEMENT. We can delay enforcing any of our rights under this Agreement or under applicable law without losing any of these rights or any other rights. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later date.

8. SEVERABILITY. If any provision of this Agreement is finally determined to be void or unenforceable under applicable law, rule, or regulation, all other provisions of this Agreement shall still be valid and enforceable to the extent not prohibited by your state's Consumer Protection Act or laws, if applicable.

9. RETURNS: If, within the first thirty days (seven days for electronic items) after delivery of your merchandise, you return or exchange it, you may be subject to pay a restocking fee of 15 percent of the sales price, depending on the condition of the returned item, which will be charged to your Account. Returned merchandise must be in "new" condition with a valid manufacturer warranty. Returns are not accepted after thirty days from delivery.

10. CHOICE OF LAW/VENUE: Except to the extent that federal law is applicable, the validity, construction and enforcement of this agreement shall be governed by the laws or consumer protection act of your state at the time you executed this Agreement, if required therein. In all other events this Agreement shall be deemed to have been made and executed in Idaho and shall be construed and enforced in



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accordance with the laws of the State of Idaho and the venue for any action, dispute or proceeding with respect to this Agreement shall be Kootenai, Idaho.

11. **DEFAULT.** Subject to the limitations of applicable law, you will be in default under this Agreement upon your payment being returned for any reason by your financial institution or failure to make at least the minimum payment when due. After any such default, and subject to the limitations of applicable law, we have the right to terminate your Account, including suspension or termination of any recurring services, in which case the terms of this Agreement will apply until you have cured such Default.

12. **SERVICES.** You agree that we may suspend or cancel any recurring service you purchase from us at any time and without notice. You agree that we may suspend or cancel any recurring service you purchase from us should your Account go into Default. We may require you to bring your Account current before restoring any recurring service(s) listed on your Account, which will be at our sole discretion.

