

2XMotorsports Terms and Conditions of Sale

PLEASE READ THESE TERMS AND CONDITIONS OF SALE ("SALE AGREEMENT") VERY CAREFULLY.

THE CUSTOMER AGREES TO BE BOUND BY THIS SALE AGREEMENT AND ACCEPTS ITS TERMS AND CONDITIONS (UNLESS THE CUSTOMER HAS SIGNED A SEPARATE FORMAL PURCHASE AGREEMENT WITH 2XMotorsports. IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN).

Important Information About This Legal Contract

This Sale Agreement is a legal contract between the Customer and 2XMotorsports. The Customer accepts this Sale Agreement by making a purchase, placing an order, or otherwise shopping on the Site. (References to "you" or "your" shall relate to the Customer; references to "2XMotorsports" shall relate to 2XMotorsports and its affiliates.) The terms and conditions of this Sale Agreement are subject to change without prior notice, except that the terms and conditions posted on the Site at the time the Customer initially places or modifies an order will govern the order in question.

This Sale Agreement constitutes the entire agreement between the Customer and 2XMotorsports relating to the purchase or sale of goods or services on the Site. The Sale Agreement may only be modified or terminated with regard to goods or services that have been purchased or sold on the Site in a writing signed by 2XMotorsports. Electronic records (including signatures), that are otherwise valid, shall be accepted under the Sale Agreement. The Customer consents to receiving electronic records, which may be provided via a web browser or e-mail application connected to the Internet; consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting 2XMotorsports at the address provided below.

In the event of any conflict between the terms and conditions stated on your purchase order and this Sale Agreement or any terms and conditions on our invoice, you agree that the provisions of this Sale Agreement and our invoice shall control.

Governing Law

THIS AGREEMENT AND ANY SALES HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF AZ, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. THE CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL OR STATE COURTS LOCATED IN MARICOPA COUNTY, AZ FOR PURPOSES OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THIS SALE AGREEMENT.

Title; Risk of Loss

Title to goods herein being purchased is retained by the seller until goods are paid for by the purchaser and at that time title passes to the purchaser. Loss or damage that occurs during shipping by a carrier selected by 2XMotorsports is 2XMotorsports's responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility. Title to software will remain with the applicable licensor(s).

Export Sales

If goods herein being purchased are being purchased for purposes of export, the Customer must obtain from the federal government certain export documentation before shipping to a foreign country. In addition, manufacturers' warranties for exported goods may vary or even be null and void for goods exported outside the United States. The Customer should inquire further regarding any questions. Any and all liability is only for the products purchased.

General Legal Disclaimer

2XMOTORSPORTS HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER BY 2XMotorsports IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

Internet Disclaimer

Internet connectivity requires access services from an Internet access provider. Contact your local access provider for rates, terms and conditions.

56K Disclaimer

56K modems are capable of 56Kbps downloads, however, current regulations limit download speed to 53Kbps.

Third-Party Product and Y2K Disclaimer

All products sold by 2XMotorsports are third party products and are subject to the warranties and representations of the applicable manufacturers, including but not limited to Y2K compliance. Accordingly, 2XMotorsports makes no representation or warranty with respect to the Y2K compliance of products sold.

Pricing and Information Disclaimer

All pricing subject to change. For all prices, products and offers, 2XMotorsports reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances. High volume bids are welcome!

While 2XMotorsports uses reasonable efforts to include accurate and up-to-date information on the Site, 2XMotorsports makes no warranties or representations as to the Site's accuracy. 2XMotorsports assumes no liability or responsibility for any errors or omissions in the content on the Site.

Limitation of Liability

2XMOTORSPORTS WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. 2XMotorsports WILL NOT BE LIABLE FOR PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, 2XMotorsports IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE(S) UNDER THIS AGREEMENT.

Arbitration

ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) arising from or relating to this Sale Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Sale Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Sale Agreement), 2XMotorsports's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under the Code of Procedure of ARBITRATION-FORUM.COM (the "Code") in effect at the time the claim is filed. The Code is available at <http://www.arbitration-forum.com> or can be obtained by calling 1-800-753-9448. Notwithstanding any choice of law provision included in this Sale Agreement, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16) and the New York Convention on the Enforcement of Arbitration Awards (9 U.S.C. §§ 201-208 or as codified in the jurisdiction where enforcement of the award is sought). Hearings shall be held as provided by the Code and if any In-person Hearing is required, it shall be held in Mesa, AZ. Judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction. Each party shall bear its own cost of any legal representation, discovery, or research required to complete arbitration.

Orders; Payment Terms; Interest; Taxes

Orders are not binding upon 2XMotorsports until accepted by 2XMotorsports. Terms of payment are within 2XMotorsports's sole discretion. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. 2XMotorsports may invoice parts of an order separately. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law. The Customer is responsible for sales and all other taxes associated with the order.