



ELITE ENGINEERING, LLC

TERMS, CONDITIONS AND LIMITED WARRANTY

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1. Overview

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, INSTRUCTIONS, DATA, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

2. Changes To Terms

Elite Engineering may, at any time, for any reason and without notice, make changes to (i) this Website, including its look, feel, format, and content. Any modifications will take effect when posted to the Website. Therefore, each time you access the Website, you need to review the Terms of Use upon which access and use of this Website is conditioned. By your continuing use of the Website after changes are posted, you will be deemed to have accepted such changes.

3. Description of Products and Services

We engineer and distribute various products, and provide services on this website including, but not limited to High Quality Performance Parts for vehicles, instructions as to the installation of those parts, and data pertaining to temperature as it relates to performance of products and heat

shielding. We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the products and services available on this site are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings.

4. Product Return Procedure

Return Policy:

We believe in customer satisfaction and want you to be happy with your purchase. We also recognize that automotive projects take time and that purchases are not always used immediately after they've been purchased, which is why we offer both a risk-free and an extended return period. Details shown in the table below. Risk-free returns will be refunded in full and processed to the original form of payment. Extended returns are subject to a 25% restocking fee and will be refunded in the form of merchandise credit. Sorry, but we do not accept returns over 60 days.

	Retail Customers	
Return Period	Risk-Free	Extended
From Date of Purchase	0-30 Days	31-60 Days
Restocking Fee	No Fee	25% Fee
Refund Type	Original Form of Payment	Merchandise Credit

Parts must be in original packaging and in new, saleable condition. Shipping charges are non-refundable except in cases where we made an error.

All returned merchandise is subject to inspection and approval prior to credit being issued. Any part that has been used, installed, handled packaged or shipped improperly by the customer, based on our discretion, is not eligible for return. (Note, it is the customer's responsibility to check parts for correct fit before installation)

Processing a Return:

1. Email Elite Engineering at sales@EliteEngineeringUSA.com for instructions on how to correctly return your item(s).

Processing a Credit:

Within 15 business days of receipt of your returned item, you will be issued credit for the original purchase price and applicable sales tax.

Should a product sold by Elite Engineering break or fail in any way, the following information must be sent to the Company by the purchaser:

- a) Name of Purchaser
- b) Address and Phone Number
- c) Date of Product Failure
- d) Pictures of the product subsequent to the failure
- e) Proof of purchase receipt/invoice number

Elite Engineering will review all information submitted by the purchaser and shall make a determination as to whether the failure was related to any act by the purchaser, or if the failure was a result of Elite Engineering. If Elite Engineering determines that the product failure was the fault of the Company, and the product falls within the one year limited warranty period, a substitute product shall be replaced free of charge within 30 days of the Company's receipt of the product failure information from the purchaser. The decision as to the fault of the product failure shall be solely the discretion of Elite Engineering, and such decision shall be a final resolution of any product failure claim.

5. Copyrights and Trademarks

For purposes of these Terms of Use, "content" is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our site. This includes, but is in no way limited to, message boards, chat, and other original content.

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6. Links

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9. Warranties

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9.1 Limited Warranty for Products

ELITE ENGINEERING WARRANTS THAT THE PRODUCTS PURCHASED FROM ELITE ENGINEERING WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR ONE (1) YEAR FROM THE DATE OF PURCHASE. DURING THE WARRANTY PERIOD, ELITE WILL, AT ITS OPTION: (I) RELACE THE PRODUCT WITH A COMPARABLE PRODUCT, OR (II) REFUND THE AMOUNT PAID BY PURCHASERS FOR THE PRODUCT, LESS DEPRECIATION, UPON RETURN. ELITE SHALL HAVE NO OBLIGATION TO PURCHASER WITH RESPECT TO PROVIDING ANY WARRANTY ON ANY PRODUCT UPON WHICH ELITE HAS NOT RECEIVED FULL PAYMENT FROM PURCHASER. ELITE'S WARRANTIES DO NOT EXTEND BEYOND THE ORIGINAL PURCHASER AND MAY NOT BE ASSIGNED OR PASSED THROUGH BY BUYER.

THE RIGHT TO RETURN A DEFECTIVE PRODUCT PURSUANT TO THESE TERMS AND CONDITIONS SHALL CONSTITUTE PURCHASER'S SOLE REMEDY, AND SHALL BE THE FULL EXTENT OF ELITE ENGINEERING'S LIABILITY AS A RESULT OF SUCH PRODUCT FAILURE AND IN CONNECTION WITH ANY CLAIM OF ANY KIND RELATING TO THE QUALITY, CONDITION, OR PERFORMANCE OF ANY PRODUCT, WHETHER SUCH CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE.

This limited warranty covers normal use of any purchased product ONLY. Without limiting the scope of the foregoing, Elite Engineering specifically does not warrant and is not responsible for the following:

- (a) Damage caused by failure to provide a correct installation of the Product, as described in these Terms and Conditions
- (b) Damage that occurs during shipment, other than original shipment from Elite Engineering.
- (c) Damage caused by an accident or disaster
- (d) Damage caused by unauthorized attachments, alterations, modifications, or foreign objects
- (e) Damage caused by use of the Product for purposes for which it is customarily used
- (f) Damage caused from improper installation or maintenance
- (g) Damage caused by any other abuse misuse, mishandling, misapplication, or by use with another product or accessory not produced by Elite Engineering
- (f) Damage caused by any other act disclaimed in these Terms and Conditions

10. Governing Law, Location and Miscellaneous

These Terms of Use shall be governed in all respects by the laws of the State of Colorado, United States of America, without reference to its choice of law rules. If an applicable law is in conflict with any part of the Terms of Use, the Terms of Use will be deemed modified to conform to the law. The other provisions will not be affected by any such modification.

11. Separate Agreements

You may have other agreements with Elite Engineering. Those agreements are separate and in addition to these Terms of Use. These Terms of Use do not modify, revise or amend the terms of any other agreements you may have with Elite Engineering.

12. Copyright Policy and Copyright Agent

Elite Engineering respects the intellectual property rights of others. If you believe something on this site has infringed your intellectual property rights, please notify our agent and provide the following information:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled.
- (iv) Address, telephone number, and, if available, an electronic mail address where we may contact you.
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

13. No Professional Advice

The information available on this Website is intended to be for a specific purpose, tailored to the performance, installation, and applicable data of certain vehicle parts engineered and distributed by Elite Engineering. You should not construe this as legal, accounting or other professional advice. YOU SHOULD EVALUATE ALL INFORMATION, OPINIONS AND ADVICE AVAILABLE ON THIS WEBSITE IN CONSULTATION WITH YOUR LEGAL, TAX, FINANCIAL OR OTHER ADVISOR, AS APPROPRIATE.

14. Arbitration

Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting any Elite Engineering confidential information and/or intellectual property rights, any controversy or claim arising out of or relating to these Terms of Use or this Website shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be held in Denver, Colorado/USA.

All information relating to or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives and the arbitrator as proprietary business information. Such information shall not be disclosed by any party or their respective representatives without the prior written authorization of the party furnishing such information. Such information shall not be disclosed by the arbitrator without the prior written authorization of all parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

For any issue that requires a judicial proceeding in a court of law, all users of this website and purchasers of any Elite Engineering product agree to the jurisdiction of the State of Colorado, United States of America, regardless of where such product is shipped.

Judgment upon the award returned by the arbitrator may be entered in any court having jurisdiction over the parties or their assets or application of enforcement, as the case may be. Any award by the arbitrator shall be the sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the arbitrator's decision and any award contained therein.

15. Limitation of Liability

YOUR USE OF THE CONTENT IS AT YOUR OWN RISK. ELITE ENGINEERING SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF OR RELIANCE ON THE CONTENT (EVEN IF ELITE ENGINEERING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR THAT ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION,

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16. Installation

Any and all installation performed pursuant to the instructions listed on this website should be performed by a qualified and trained individual ONLY. Any injury, product failure, or damage to any vehicle that occurs as a result of negligent installation or installation performed incorrectly shall void all warranties for such product, and shall also negate any and all liability on the part of Elite Engineering. Elite Engineering shall not bear any burden of liability for property or personal injury for any damage that occurs due to self-installation of any product sold by Elite Engineering.

17. Scope of Use and User E-Mail

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18. Indemnity

You agree to defend, indemnify, and hold Elite Engineering, its officers, directors, members, employees, agents, licensors, suppliers, engineers, manufacturers, providers of data listed on this site, and all web page creators, related to any products, services, information or images provided on this site, and any third parties directly or indirectly related to Elite Engineering, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

19. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

Contact us: If you would like to request additional information regarding these Terms of Use, please contact us at sales@eliteengineeringusa.com

Sincerely,

Elite Engineering, LLC
www.eliteengineeringusa.com

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