

3BUILT MOTORSPORTS END USER AGREEMENT

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY INSTALLING AND/OR USING ALL OR ANY PORTION OF THIS PRODUCT YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT ; WARRANTY IN SECTION 3; LIABILITY IN SECTION 5. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE PRODUCT AND ON WHOSE BEHALF IT IS USED.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ARE UNDER 18 YEARS OLD, DO NOT INSTALL OR USE THIS PRODUCT. RETURN UNUSED PRODUCT WITHIN TEN (10) DAYS OF PURCHASE FOR A FULL REFUND OF PURCHASE PRICE. VISIT [HTTP://WWW.HELIOSURE.COM](http://www.heliosure.com) OR E-MAIL SALES@HELIOSURE.COM FOR REFUND INFORMATION.

1. DEFINITIONS

- a. "3Built Motorsports", a California Sole Proprietorship, 7622 Farmdale Ave., North Hollywood, Ca. 91605.
- b. "Product" means any item sold 3Built Motorsports.
- c. "Documentation" means the Installation and Use Instructions or other paperwork sent with the Product.

2. FUNCTIONALITY AND RANGE. Some items are radio frequency controlled devices. They are susceptible to radio frequency interference. The control signal is encoded to reduce the possibility of interference, but it cannot be eliminated. The interference may cause the Product not to function as stated or desired. This may include non-operation, decreased range, and accidental activation of the Product.

3. LIMITED WARRANTY. 3Built Motorsports warrants to the individual or entity that first purchases the Product pursuant to the terms of this agreement that the Product will perform substantially in accordance with the Documentation for the sixty (60) day period following receipt of the Product when used as directed in the Documentation. Non-substantial variation of performance from the Documentation does not establish a warranty right. THIS LIMITED WARRANTY DOES NOT APPLY TO IMPROPERLY INSTALLED, ALTERED OR ABUSED PRODUCT. All warranty claims must be made, along with proof of purchase, within such sixty (60) day period. If the Product does not perform substantially in accordance with the Documentation, the entire liability of 3Built Motorsports and its affiliates and your exclusive remedy will be limited to either, at 3Built Motorsports' option, replacement of the Product or refund of the purchase price paid for the Product. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

4. DISCLAIMER. THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY 3BUILT MOTORSPORTS AND ITS AFFILIATES AND STATES THE SOLE AND EXCLUSIVE REMEDIES FOR 3BUILT MOTORSPORTS, ITS AFFILIATES OR SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY AND ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, 3BUILT MOTORSPORTS AND ITS AFFILIATES AND SUPPLIERS PROVIDE THE PRODUCT *AS-IS* AND *WITH ALL FAULTS* AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITION, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The provisions of Sections 4 and Section 5 will survive the termination of this agreement, howsoever caused, but this will not imply or create any continued right to use the Product after termination of this Agreement.

5. **LIMITATION OF LIABILITY.** EXCEPT FOR THE EXCLUSIVE REMEDY SET FORTH ABOVE AND AS OTHERWISE PROVIDED IN SECTION 3, IN NO EVENT WILL 3BUILT MOTORSPORTS OR ITS AFFILIATES OR SUPPLIERS BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF A 3BUILT REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. 3BUILT MOTORSPORTS' AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCT, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT.
6. **INDEMNITY.** You agree to hold 3Built Motorsports harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys fees) arising out of or relating to any use of, or reliance on, the Product, including, without limitation reliance on a) batteries, b) range, c) installation, d) performance, and e) failure to exercise reasonable judgment. Nothing contained in this agreement limits 3Built Motorsports' liability to you in the event of death or personal injury resulting from 3Built Motorsports' negligence or for the tort of deceit (fraud). 3Built Motorsports is acting on behalf of its affiliates and suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose.
7. **GOVERNING LAW.** This agreement will be governed by and construed in accordance with the substantive laws in force in the State of California, if the Product is purchased when you are in the United States, Canada, or Mexico.
8. **GENERAL PROVISIONS.** If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which will remain valid and enforceable according to its terms. This agreement will not prejudice the statutory rights of any party dealing as a consumer. This agreement may only be modified by a writing signed by an authorized member of 3Built Motorsports. This is the entire agreement between 3Built Motorsports and you relating to the Product and it supercedes any prior representations, discussions, undertakings, communications, or advertising relating to the Product.