



## **PRODUCT PURCHASE AGREEMENT**

This Product Purchase Agreement ("Agreement") is entered into by and between the purchaser, the installer and/or the user (collectively, the "Purchaser") and SilverHorse Racing, LLC, and their respective directors, officers, employees, and agents (collectively, "SilverHorse Racing"). In consideration of Purchaser's purchase, installation and/or use (collectively, the "Purchase") of SilverHorse Racing's services and products (collectively, the "Products"), and the promises and obligations herein, and intending to be legally bound, Purchaser and SilverHorse Racing hereby agree as follows:

Your Purchase of SilverHorse Racing Products is subject to this Agreement, as well as any modifications issued by SilverHorse Racing to this Agreement, and all applicable laws and regulations. BY PURCHASING SILVERHORSE RACING PRODUCTS, YOU AGREE TO AND WILL BE DEEMED TO BE BOUND BY THIS AGREEMENT AND ALL TERMS AND CONDITIONS HEREIN. If you do not want to be bound by this Agreement, do not Purchase SilverHorse Racing Products, and if you have already done so, you need to contact us immediately for return authorization on unused products.

THIS AGREEMENT GOVERNS YOUR PURCHASE OF PRODUCTS FROM SILVERHORSE RACING. READ IT CAREFULLY. NO OTHER TERMS OR CONDITIONS APPLY. BY PLACING AN ORDER AND ACCEPTING THE PRODUCT(S) YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT.

### **Off-Highway / Competition / Show Use**

SilverHorse Racing Products are specialty aftermarket performance Products. Aftermarket performance Products are intended to modify or prepare a vehicle for uses which may exceed conditions anticipated by the vehicle manufacturer. Purchasers of performance Products are warned that these products are for "off-highway" competitive, performance, and/or show use only and special warranty provisions apply.

### **Legality of Products**

SilverHorse Racing Products have been designed for "off-highway" applications only. Installation on a vehicle intended for use on public roads may violate U.S., Canadian, state or provincial laws and regulations including those related to emissions and vehicle safety standards. In addition, installation of some SilverHorse Racing Products on a vehicle may adversely affect the warranty coverage of that vehicle. SilverHorse Racing makes no representation as to the legality of any Products in various states or provinces. The Purchaser accepts all responsibility for the final use of the Products Purchased and shall hold SilverHorse Racing harmless in any legal proceeding arising from the use of such Products.

### **Product Warranty**

Products offered by SilverHorse Racing are intended for "off-highway" competitive, performance, or show use only, and are sold with no warranty of any kind. Implied warranties, including warranties of merchantability or fitness for any particular application, are excluded. It is the Purchaser's responsibility to determine the suitability of SilverHorse Racing Products for their application. The entire risk as related to quality and performance of SilverHorse Racing Products is with the Purchaser. The Purchaser and NOT SilverHorse Racing, LLC, assumes any and all risks arising out of or in connection with the use of SilverHorse Racing Products, including, without limitation, the risks of death, paralysis or any bodily injury, disability and/or loss or property damage wheresoever and howsoever caused including but not limited to, defects, normal wear or negligence, lack of maintenance, accident, abnormal operation, or improper installation or service, collision between a vehicle and another vehicle, person or stationary object, skidding, overturning, sudden stops, braking or acceleration, any "Act of God", fire or explosion; or the negligent or deliberate act of another person. THERE IS NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, MADE REGARDING THE SAFETY OF SILVERHORSE RACING PRODUCTS. THE ENTIRE RISK AS TO THE QUALITY OR PERFORMANCE OF THE PRODUCT IS WITH THE PURCHASER.

### **Limitation of Liability**

THE LIABILITY OF SILVERHORSE RACING SHALL BE LIMITED TO THE PRICE PAID FOR PRODUCT. WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, SILVERHORSE RACING SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. THESE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS AND BUSINESS INTERRUPTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, ARISING IN ANY WAY FROM ANY PRODUCT PROVIDED BY SILVERHORSE RACING. EVEN IF SILVERHORSE RACING IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Indemnification**

Purchaser agrees to defend, indemnify, and hold harmless SilverHorse Racing from and against all claims, losses, damages, liabilities, and costs (including but not limited to reasonable attorneys' fees and court costs), arising out of or relating to the Purchase of any SilverHorse Racing Product.

### **Conditions Agreement**

The terms and conditions herein may NOT be altered, supplemented, or amended by the use of any additional document(s) or terms that purport to be an agreement of the parties. Any attempt to supplement or amend these terms and conditions or to enter order for Product(s), which is subject to additional or altered terms and conditions, shall be null and void.

### **Product Changes**

SilverHorse Racing reserves the unconditional right to change the design, materials, specifications and suppliers of any Product offered by SilverHorse Racing without incurring any liability or obligation to the past, present or future Purchaser's of any such product.

### **Product Descriptions**

SilverHorse Racing and its affiliates attempt to be as accurate as possible. However, SilverHorse Racing does not warrant that Product descriptions or other content of any media placement related to their Products, including but not limited to print advertisements and the [www.silverhorseracing.com](http://www.silverhorseracing.com) website, is accurate, complete, reliable, current, or error-free. If a Product offered by any SilverHorse Racing media placements is not as described, your sole remedy is to return it in unused condition.

### **Product Pricing**

All prices displayed in SilverHorse Racing media placements are quoted in U.S. dollars. SilverHorse Racing may at its sole discretion restrict delivery to addresses within the United States. SilverHorse Racing will add shipping and handling fees and applicable sales/use tax. SilverHorse Racing, LLC is licensed in the state of Florida to collect and remit sales tax. It remains the responsibility of the Purchaser to pay all applicable sales and/or use taxes in any other state, country, and/or province. SilverHorse Racing reserves the right without prior notice to discontinue or change specifications and prices on Products offered in any SilverHorse Racing media placement without incurring any obligation to the Purchaser. Products displayed in any SilverHorse Racing media placement are available while supplies last. Descriptions of, or references to, Products in any SilverHorse Racing media placement do not imply endorsement of that Product, or constitute a warranty, by SilverHorse Racing.

In the event that a Product is listed at an incorrect price due to supplier pricing information or typographical error, SilverHorse Racing shall have the right to refuse or cancel orders placed for the Product listed at the incorrect price, regardless of whether the order has been confirmed and the Purchaser's credit card charged. If the Purchaser's credit card has already been charged for the purchase and the Purchaser's order is canceled, SilverHorse Racing shall promptly issue a credit to the Purchaser's credit card account in the amount of the incorrect price. No other fees or charges shall be refunded.

### **Order Acceptance**

The receipt by you of an order confirmation does not constitute acceptance of an order by SilverHorse Racing. Prior to acceptance of an order by SilverHorse Racing, verification of information may be required. SilverHorse Racing reserves the right at any time after receipt of the Purchaser's order to accept or decline your order, or any portion thereof, even after your receipt of an order confirmation from SilverHorse Racing, for any reason. SilverHorse Racing reserves the right to limit the order quantity on any item and to refuse service to any customer without prior notification. BY PLACING AN ORDER, THE PURCHASER ACKNOWLEDGES AND ACCEPTS THE FULL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, INCLUDING ACKNOWLEDGEMENT OF THE WARNING AND DANGERS INHERENT IN THE INSTALLATION AND USE OF THE PRODUCT(S) ORDERED. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE CANCEL YOUR ORDER.

### **Payment Terms**

SilverHorse Racing accepts Visa, Mastercard, cashiers check, money orders, personal checks, and of course valid US currency. Allow 20 days for personal checks to clear. C.O.D. (cash on delivery) orders are not accepted on any items. There will be a Twenty-five dollar (\$25.00) fee for all returned checks. Under no circumstances will shipments be made prior to payment being fully secured for purchase.

### Legal Implications / OEM Warranty Implications

Because U.S., Canadian, state or provincial laws and regulation may prohibit removal or modification of components that were installed by the Original Equipment Manufacturer's (OEM's) to meet emission requirements or to comply with motor vehicle safety regulations applicable to vehicles manufactured for use on public roads, vehicles equipped with SilverHorse Racing products are not to be operated on public roads, and offers such Products for "off-highway" competitive, performance, or show use only. SILVERHORSE RACING PRODUCTS ARE INTENDED FOR "OFF-HIGHWAY" APPLICATION ONLY. Installation of some products on a vehicle intended for use on public roads may violate U.S., Canadian, state or provincial laws and regulations including those relating to emission requirements and motor vehicle safety standards. In California certain Products may legally be used on a racing vehicle which will never be operated on public roads. In addition, installation of SilverHorse Racing Products may adversely affect the warranty coverage on the Purchaser's vehicle. Other local, state, provincial, territorial, or international laws may apply to the use of these Products. Please check your local laws before Purchasing SilverHorse Racing Products.

SilverHorse Racing makes no representation as to the legality of any Products in various states or provinces except where noted. The Purchaser accepts all responsibility for the final use of SilverHorse Racing Products and shall hold SilverHorse Racing harmless in any legal proceeding arising from the use of such Products. Adherence to federal, state and local laws is the sole responsibility of the Purchaser. SilverHorse Racing assumes no responsibility for any voided OEM warranties.

### Third Party Product Disclaimer

All products manufactured by another manufacturer are warranted to the extent of such warranty offered by that manufacturer. Non-SilverHorse Racing manufactured products have no SilverHorse Racing warranty.

### Installation Disclaimer

The installation instructions provided for SilverHorse Racing Products are furnished solely as a matter of convenience to the Purchaser and should be regarded merely as suggestions to an otherwise proficient and experienced automobile technician. Disassembly and assembly of automobiles can be dangerous and should always be conducted in accordance with procedures set forth in the OEM service manuals or their Society of Automotive Engineers (SAE) equivalent. Furthermore, performance of Products may be affected by the manner in which the Products are used, serviced or installed. Purchasers of such products must rely on their own judgment as to the suitable use, service and installation of such Products.

Proper installation and safe use of SilverHorse Racing Products is the sole responsibility of the Purchaser. As part of the consideration for purchasing any Product of SilverHorse Racing, the Purchaser takes such Product "as is" and subject to all the provisions of this disclaimer and limitation of damages.

Purchaser agrees to indemnify and hold SilverHorse Racing harmless from any claim, action or demand arising out of, or incident to, the installation or use of Products purchased from SilverHorse Racing by any Purchaser.

### Shipping

Standard shipping is FedEx ground to all 50 states; however, items may be shipped by a variety of carriers. Email us at [shipping@silverhorseracing.com](mailto:shipping@silverhorseracing.com) with any special shipping requests and/or requirements or call us.

Once an order is placed the processing of that order usually takes 3-5 working days; actual shipping usually takes another 3-5 working days depending on location. If Products are not received within two (2) weeks of purchase please contact the SilverHorse Racing Customer service department or email us at [orders@SilverHorseRacing.com](mailto:orders@SilverHorseRacing.com). Orders will be shipped signature required unless other arrangements are made when the order is placed. If the Purchaser's "Bill To" and "Ship To" addresses are different, the "Ship To" address will be considered Purchaser's "Assignee". SilverHorse Racing does not normally accept international orders, please contact us if you are considering an international order so we can discuss shipping options. Shipping charges will be assessed when the order is placed. The Purchaser's credit card will not be charged until the order is shipped, except in the case of pre-order specials or special orders, where payment is due when order is taken, even if delivery is some time away (usually under 6 months).

SilverHorse Racing will carefully inspect each order shipped for accuracy of content and evidence of physical damage or defects prior to shipping. SilverHorse Racing must be notified by the Purchaser within seventy two (72) hours of the receipt by the Purchaser and/or Assignee of any discrepancies in the content found for any missing, damaged or defective Products. The Purchaser and/or Assignee must report all damages related to shipping to the freight carrier. SilverHorse Racing directs the Purchaser and/or Assignee to inspect all shipped Products completely while the driver is present and have the driver note any damages. DO NOT return any damaged Products to SilverHorse Racing. All damages related to the shipping process are the responsibility of the freight carrier and not SilverHorse Racing. Denied claims related to shipping are not the responsibility of SilverHorse Racing, LLC.

ACCEPTANCE BY PURCHASER AND/OR ASSIGNEE OF PRODUCTS SHIPPED SHALL CONSTITUTE PURCHASER'S FULL ACCEPTANCE OF THESE TERMS AND CONDITIONS.

### Back Orders

Occasionally, SilverHorse Racing will temporarily be out of stock on an item. In these cases, since we offer free domestic shipping on our products, the entire order will be held until ready to ship together unless other arrangements have been made in advance. The Purchaser will be notified of unexpected delays. The Purchaser's credit card will not be charged until the order is shipped, unless it is a website order, and in that case the option of a refund will be given if purchaser does not wish to wait for backorder to come back into stock.

### Risk of Loss

All items purchased from SilverHorse Racing are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to the Purchaser upon SilverHorse Racing's delivery to the carrier.

### Returns

**If you purchased your SilverHorse Racing product directly from us, please continue reading below. If you purchased our product through one of our authorized dealers, you must contact the dealer, not us for their return policies and to be issued credit.**

SilverHorse Racing directs the Purchaser to fully examine each enclosed Product carefully, prior to installation. The sole warranty is that Products offered by SilverHorse Racing will be free from manufacturing defects at the time of delivery, and prior to installation. All claims for relief under this warranty must be made in writing or via email ([info@silverhorseracing.com](mailto:info@silverhorseracing.com)) within seventy two (72) hours of receipt of the defective product(s). Returns must be made within thirty (30) days of receipt of merchandise. SilverHorse Racing maintains sole discretion to reject Products for return if it determines that the Product(s) show evidence of installation or modification.

All Products returned to SilverHorse Racing, LLC must be accompanied by a Return Authorization number (RA) and a copy of the original invoice to be considered for credit. Products returned without an RA and a copy of the original invoice will be refused. Unmodified Products judged by SilverHorse Racing to be defective will be repaired, replaced or have the purchase price refunded at the sole discretion of SilverHorse Racing.

Any non-defective Product returned to SilverHorse Racing for simple credit must be in salable condition and will be assessed a ten percent (10%) restocking fee. Original shipping charges from SilverHorse Racing to the customer are not refundable. Custom or special orders are not returnable or refundable. The Purchaser shall be responsible for and prepay all return freight and other shipping charges and shall assume all risk of loss or damage to Product while in transit to the return address of SilverHorse Racing. No returns will be accepted after forty five (45) days, without exception.

### Customer Service

Please call 321-722-2813 to speak with our friendly and knowledgeable representatives who are on duty from 10am to 6pm EST, Monday through Friday. Representatives can also answer any questions you have about Product specifications or installation. But remember, proper installation and safe use of SilverHorse Racing Products is the sole responsibility of the Purchaser. SilverHorse Racing's employees or representatives' oral or other written statements do not constitute warranties, shall not be relied upon by Purchaser, and are not a part of the contract for sale or this limited warranty. If a representative is unavailable, you can leave a message and your call will be returned promptly. We can be reached on the internet at [www.silverhorseracing.com](http://www.silverhorseracing.com) or via email at [info@silverhorseracing.com](mailto:info@silverhorseracing.com).

### Entire Obligation

This Product Purchase Agreement, document states the entire obligation of SilverHorse Racing with respect to its Products. If any part of this agreement is determined to be void, invalid, unenforceable or illegal, including, but not limited to the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall remain in full force and effect. This entire agreement, in whole and in part, including warranty provisions, shall be governed by Florida law to the extent allowed. Interpretation of the terms of this agreement must be done using Florida law.

### Pre-Sales Notification

SilverHorse Racing has properly presented the required pre-sales notification of its warranty terms. We are neither liable nor responsible for ascertaining whether those terms have been read and/or understood by the Purchaser.

### CONTACT INFORMATION

**SilverHorse Racing, LLC**  
**700 S. John Rodes Blvd.**  
**Unit B-10**  
**West Melbourne, FL 32904**

321-722-2813 (voice)  
321-727-3483 (fax)

Online at:  
[www.SilverHorseRacing.com](http://www.SilverHorseRacing.com)