

Purchase Agreement

Notice -- Read This

THIS AGREEMENT IS A CONTRACT. UNDER THE TERMS OF THE CONTRACT YOU RECEIVE CERTAIN RIGHTS DUE YOU FROM THE SELLER AND YOU, IN TURN, GIVE THE SELLER CERTAIN RIGHTS THAT AFFECT YOU. THIS CONTRACT ALSO CONTAINS PROVISIONS THAT DELINEATE AND RESTRICT YOUR RIGHTS ABOUT REFUND AND WARRANTY AND THAT LIMIT THE LIABILITY OF THE SELLER.

YOU MUST ACCEPT THESE TERMS OR THE SELLER WILL NOT TRANSACT BUSINESS WITH YOU OR SELL A PRODUCT, SERVICE OR MEMBERSHIP TO YOU, AND YOUR ORDER WILL NOT BE PROCESSED IF YOU DO NOT ACCEPT THESE TERMS.

YOUR PLEDGE OF AN UNDERSTANDING OF THIS CONTRACT AND ACCEPTANCE OF THE RIGHTS, DUTIES, AND LIMITATIONS EMBODIED IN IT, IS A MATERIAL PART OF THE LEGAL CONSIDERATION THAT THE SELLER REQUIRES FROM YOU AS A CONDITION OF SALE.

PARTIES TO THIS AGREEMENT AND DISCLAIMER

The parties to this agreement are the website or its owners, hereafter "SELLER," and you, the prospective purchaser, hereafter "BUYER". Persons or entities who are not participants in this contract but who have an indirect relationship, such as a supplier, joint venture partner, membership organization, or sales affiliate, are herein described as "THIRD PARTY OR THIRD PARTIES." The recipient of the product herein sold, where said product is ordered by and paid for by someone other than the recipient, is classified herein as if that recipient were the ordering BUYER with the same rights, duties, and obligations as the BUYER, but may also be referred to herein as "RECIPIENT".

SUBJECT MATTER OF THIS PURCHASE AGREEMENT

The subject matter of this agreement is a product, service, or membership described in promotional or sales materials on this website and/or in an email referencing this website, and said website and/or email and its contents are incorporated herein by reference and made a part hereof and constitute a complete description of the product, service or membership that is the subject matter of this Purchase Agreement. This bundle of offerings, including additional items promoted on the order page, shall, together, be termed 'product' throughout this agreement but the word 'product' shall mean all elements offered in the sale, whether digital, dimensional, or other license or right, and include all sales or promotional materials.

REFUND POLICY

If the product is returned in damaged condition, only 50% of the full refund amount will be credited back.

The Buyer understands that all rights to view the product and all license or resale rights terminate when the product is returned for a refund. (Selling of a product in which you have no ownership interest or resale license rights is a crime as well as breach of this agreement.) Giving the Buyer a refund during the refund period is the full and complete liability that the Seller of this product, service or membership has to the Buyer. Buyer agrees that the length of the refund period is reasonable and further agrees to examine, read, and try the product, service or membership during the 30 day refund period as a material consideration required by the Seller as part of the purchase price. Buyer further warrants that he or she will make a determination during the 30 day refund period if the product is as described and to decide whether the Buyer wishes to keep the product. If the Buyer does not contact the Seller during the refund period, Buyer agrees that the Seller may construe silence as a full, complete and final acceptance of the product, service or membership with no further right of redress or refund for any reason due the Buyer.

EXCEPTIONS: under no circumstance will refunds be given if:

The Buyer loses his job and needs some money back.

The Buyers significant other finds out about the purchase and demanded the Buyer to return it.

The Buyer makes false claims of any sort to fraudulently slander the Sellers reputation.

The Buyer deliberately or mistakingly damages product on their own from negligence or lack of mechanical ability.

RIGHTS AND OBLIGATIONS OF THE BUYER

The Buyer must pay the full consideration for this product that the Seller requires as the total price of the product. This consideration includes not only the purchase price, but other obligations that the Buyer accepts as well as potential rights the Buyer agrees to forego. Buyers living in locations that require custom duties and/or VAT taxes to be collected understand that, unless custom duties are collected at the point of sale by the Seller, the Buyer remains responsible for payment of custom duties and taxes at the time the product is received. If it should happen that the Seller's courier or freight account is charged for custom duties and tax, instead of the Buyer paying referenced charges, then the Buyer hereby authorizes the Seller to bill the Buyer's credit card for said charges or for the return of goods if they are refused at the point of destination.

CREDIT CARD CHARGES AND CREDIT CARD FRAUD PENALTIES

Buyer warrants that he or she is over 18 years of age, not subject to the Child Online Privacy Act, of legal age to enter into contractual agreements in the state in which he is present when he makes this purchase, and is the true and authorized owner of the credit card used to make this purchase. Any Buyer who violates any of these requirements may be liable for civil or criminal prosecution and agrees to pay liquidated damages of an amount the equivalent of US\$10,000 per fraudulent transaction, plus actual damages, and agrees that all information collected by this website may be used for prosecution and may be turned over to law enforcement agencies or to credit card companies and merchant service providers.

If the true and/or authorized owner of the credit card attempts to commit fraud upon the Seller, he authorizes each and every credit card company or merchant service provider to disclose to the Seller all information that could be construed as proof of credit card fraud.

Any Buyer who attempts to perpetrate a fraud upon Seller involving the use of a credit card herewith gives authorization for the Seller to access all credit information about the Buyer from credit reporting agencies and also authorizes the Seller to discover all relevant information from any source about the fraudulent practices of the Buyer and to reveal such information to credit reporting agencies, credit card companies, merchant service providers, and law enforcement agencies.

Buyer agrees that if he uses trickery to receive more than one refund, or if he causes a fraudulent dispute claim that results in a chargeback against the Seller's account, that the Seller is authorized to re-charge the Buyer's credit card that was used for the original purchase to the extent that will make the Seller whole. Buyer agrees to, in addition to actual damages, pay to the Seller liquidated damages of an amount equivalent to US\$10,000 for every separate fraudulent action Buyer commits.

GUARANTEE AND WARRANTY

This product is sold 'as is' with a limited warranty and/or guarantee, but retains no warranty as to merchantability or fitness for a particular purpose. The Seller warrants and guarantees that the product the Seller has built and modified is just that, a modified part that cannot retain a factory warranty therefore it is up to the Seller to distinguish whether or not the part the Buyer has made a claim against is defective or part of the Buyers inability to install and correctly run the part. There is a 30 day refund period for DEFECTIVE parts, there is NO refund of any kind to Buyers who have got in a financial bind and cannot afford the part anymore, or for Buyers who sold the machine and just want a refund. Period.

Parts or Products built as prototypes for a particular machine, and sold to a customer for a trial basis, shall warrant no refund or warranty expressed or implied. The Seller will gladly help figure out any problems but shall not offer a warranty or refund period at any time with "one-off" parts.

However, in the event that the Buyer claims that the product is defective, the sole remedy to the Buyer is to accept a replacement product or a refund. The period for the Buyer to determine if the product is defective and request a replacement or refund is 30 days from the date of the order. During this 30 day period, the Buyer may request and will receive a refund if the product is deemed defective. During this 30 day period, Buyer may request a replacement product in lieu of a refund but Seller is under no obligation, for any reason, to do anything more than refund the purchase price.

If the sales or promotional material conflict with this "as is" warranty, then the sales and promotional material are herewith incorporated and shall be controlling. However, in no case, shall the warranty period be construed to be longer than the refund period.

If the Buyer is purchasing, through this site, a product, including membership, that is to be provided by a third party, the Buyer must look to the third party for additional warranties or guarantees, and understands that the warranties available through this site, if any are offered or construed, are extremely limited, restrictive, and short.

ASSUMPTION OF RISK

Buyer agrees to accept all risk associated with the use of this product, including but not limited to the use of the product personally or in business, all taxes and regulations applicable to this product, all legal compliance issues related to this product. Buyer warrants an understanding that the Seller is disclaiming all liability from harm of any kind or nature caused directly or indirect from this product. Buyer agrees, as part of the consideration required to purchase this product, to carefully review and test this product during the refund period and to immediately request a

refund if the product is not satisfactory.

LIMITATION OF LIABILITY AND DISCLAIMER

Buyer warrants an understanding, as required consideration, that the Seller of this product disclaims all liability for the product or damages resulting from use or installation or reliance upon this product for any reason. Buyer alone accepts full responsibility for allowing others to use this product. Buyer understands that Seller disclaims liability for any information contained in sales or promotional materials or the product itself that is unintentionally misleading or incorrect that might cause damage to Buyer.

Buyer expressly waives any and all claims for consequential, speculative, and unforeseeable damages resulting from the purchase or use of this product or from subsequent contact with Seller.

Buyer expressly agrees that no matter what may happen because of his or her purchase of this product, or no matter what damage may be allegedly or actually caused by the use of this product, or no matter the harm or damage that may result directly or indirectly from the purchase of this product, for any reason whatsoever, that the absolute maximum extent of Seller's liability shall be an amount no greater than the purchase price of the product.

LIMITATION OF LIABILITY FROM ERRONEOUS PRODUCT CONTENT

Buyer agrees that the Seller's total liability, even for erroneous product content that causes damage to the Buyer, shall be limited to the purchase price paid for the product.

LIMITATION OF LIABILITY FROM HARM CAUSED BY THE PRODUCT

Buyer agrees that the Seller's total liability, even from harm caused to the Buyer or to others from use of the product, shall be limited to the purchase price paid for the product.

LIMITATION OF LIABILITY FROM ALL OTHER INJURIES OF ANY KIND

Buyer agrees that the Seller's total liability, for any other injury, harm, or tort of any kind, whether foreseeable or unforeseeable, shall be limited to the purchase price paid for the product.

LIMITATION ON THE LIABILITY LIMITATION

Buyer understands that some states do not allow limitation of liability.

SPECIFIC DISCLAIMERS AS TO 'RESULTS CLAIMS', 'INCOME CLAIMS', OR 'EARNINGS CLAIMS' IN SALES AND PROMOTIONAL MATERIALS OR PRODUCT

If claims about results from using this product or if claims about income or earnings resulting from the use of this product are made, such claims are true for the persons who made the claims, including claims made by the Seller about its own experience with the product.

If the product Buyer is purchasing is a physical product promoted for a particular purpose and if the promotional materials make claims about the results from the use of this product, Buyer hereby warrants his understanding that there exists some probability that the product will not deliver those same results to any particular Buyer and that the refund of the purchase price (subject to the return of the product to the Seller) is the full remedy for any Buyer who feels the product did not deliver the results claimed.

Where this disclaimer and claims made in sales and promotional materials or the product are in conflict, this Purchase Agreement shall be controlling except, and unless, the Seller deliberately misled the Buyer or if such construction would cause material inequity. The sole burden is on the Buyer to substantiate any deliberate deception. Buyer accepts the obligation to reimburse the Seller for all court costs, investigation costs, attorney fees, and all litigation-related costs in the event Buyer brings suit against the Seller and does not prevail in court or at arbitration.

No warranties are made whatsoever about the amount of money, if any, that Buyer will earn from this material or product or service and Buyer warrants an understanding that Buyer's only course of action is to test this product and material for the extent of the refund period and request a refund if Buyer is not satisfied prior to its expiration.

Buyer, again, warrants an understanding that in any event, for any reason, no matter the amount of damages claimed, as a material part of the consideration for purchase of this product, the maximum amount of liability shall be the purchase price of the product.

PRIVACY POLICY ACCEPTED

Buyer expressly accepts the terms of the Privacy Policy of Seller's website.

TERMS OF USE ACCEPTED

Buyer expressly accepts the Terms of Use of the Seller's website.

RIGHT TO PUBLISH SUBMISSIONS

The Seller will not publish or keep any information from the Buyer under any circumstances. The Seller does not keep credit card information on file, and will not sell the Buyers information to any online or Third party at any time.

INDEMNIFICATION

Buyer agrees to indemnify Seller for any and all damage that Buyer causes by using the product or information contained on this website that results in a damage award against the Seller.

RIGHT TO STOP SELLING OR SERVICING PRODUCT OR MEMBERSHIP

Buyer agrees that Seller has the right to discontinue the product, the service, the membership at any time, subject only to the 60 day return policy, without notice.

Buyer understands that the Seller may discontinue affiliate programs under the terms of the affiliate program.

Buyer understands that the Seller may discontinue customer service on a product or service at any time without notice.

ARBITRATION

As part of the consideration that the Sellers requires, Buyer agrees to use binding arbitration for any claim, dispute, or controversy ("CLAIM") of any kind (whether in contract, tort or otherwise) arising out of or relating to this purchase, this product, including solicitation issues, privacy issues, and terms of use issues.

Arbitration shall be conducted pursuant to the rules of the American Arbitration Association which are in effect on the date a dispute is submitted to the American Arbitration Association. Information about the American Arbitration Association, its rules, and its forms are available from the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York, 10017-4605. Hearing will take place in the city or county of the Seller.

In no case shall the Buyer have the right to go to court or have a jury trial. Buyer will not have the right to engage in pre-trial discovery except as provided in the rules; you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will be final and binding with limited rights of appeal.

The prevailing party shall be reimbursed by the other party for any and all costs associated with the dispute arbitration, including attorney fees, collection fees, investigation fees, travel expenses.

JURISDICTION AND VENUE

If any matter concerning this purchase shall be brought before a court of law, pre- or post-arbitration, Buyer agrees to that the sole and proper jurisdiction to be the state and city declared in the contact information of the web owner unless otherwise here specified. In the event that litigation is in a federal court, the proper court shall be the closest federal court to the Seller's address.

APPLICABLE LAW

Buyer agrees that the applicable law to be applied shall, in all cases, be that of the state of the Seller.

NOTICE

Buyer herewith agrees to receive Notice of Changes, Litigation, Service of Process, Cancellation, Termination, and Modification of service or product at the email address provided to Seller on the ordering page. Further, Buyer agrees that the right to contact Buyer concerning legal notice shall not be terminated by previously submitted 'unsubscribed' notices and specifically agrees that any notification to cease contact shall not be binding upon the Seller in regards to Notice of Change, Litigation, Service of Process, Cancellation of Product or Service or Membership or Subscription, Termination of a program, product or website, or Modification of the terms of service or product. Additionally, the Buyer grants Seller irrevocable right to contact him or her via mail or telephone concerning any of these issues irrespective of other rights the Buyer has to sever contact with Seller.

COSTS

The prevailing party to any arbitration or litigation will be entitled to collect attorney fees and all other costs of the arbitration or litigation, including filing fees, investigation fees, collection fees, and travel expenses from the other party.

MODIFICATION

This Purchase Agreement cannot be modified in any manner between the Seller and this Buyer unless modifications are made in writing signed by both parties. However, the Seller may modify this Purchase Agreement at any time for other Buyers without notice to the instant Buyer.

WAIVER OF BREACH

The Seller's waiver (failure to enforce) any term of this agreement shall not be construed as a modification or an amendment to this agreement or constitute a waiver of other breaches.

SELLER CONTACT INFORMATION

The Seller of this product is:

///AIRDAM Clutches LLC

3210 Wisconsin Ave

Vicksburg MS 39180

601-638-3277

FINAL ACCEPTANCE

By taking the time to read this purchase agreement, and the purchasing of a product, service, or membership, you, the Buyer, attest that you have fully read, understand, and accept the terms of this Purchase Agreement contract, and warrant to the Seller that said affirmative digital acceptance shall be deemed to be the same as if you had affixed your signature to this Purchase Agreement contract.