

HOLLOWAY PERFORMANCE, LLC
SALES AGREEMENT
UN1 GEARBOX UPGRADE KIT

This Sales Agreement ("Agreement") made and effective _____, by and between Holloway Performance, LLC ("Seller") and the "Purchaser" identified below.

Purchaser	
Name	
Address	
City	
State/Province	
Zip/Post Code	
Country	
Email Address	
Telephone	

Seller agrees to sell to Purchaser, and Purchaser desires to purchase from Seller, certain tangible property.

In consideration of the mutual promises herein contained, the Seller and Purchaser agree as follows:

1. Sale

Seller agrees to sell, transfer and convey to Purchaser, and Purchaser agrees to purchase the following tangible property (the "Goods"): **One (1) UN1 Gearbox Upgrade Kit.**

2. Terms and Conditions

Purchaser agrees with this Agreement, including the release set forth below in paragraph 11 and the **LIMITED WARRANTY** attached to this Agreement. This Agreement is accepted in its entirety and Purchaser is solely responsible for understanding its terms.

3. Price

Purchaser shall pay Seller for the Goods the sum of Four Thousand Nine Hundred Ninety Nine US Dollars (US\$4,999.00). Purchaser shall make payment of the purchase price in full upon its execution and delivery of this Agreement.

4. Transfer of Title

The sale of Goods shall be deemed to take place in Minnesota, and title shall transfer to Purchaser at Seller's place of business in Minnesota, upon Seller's delivery of the Goods to the shipper. Under no circumstances shall title to and ownership of the Goods pass from Seller to Purchaser until Purchaser has paid in full the purchase price to Seller and a signed, original copy of this Agreement is provided to and accepted by Seller.

5. Shipping

If the Goods are to be shipped to Purchaser within the continental United States (excluding Hawaii and Alaska), Seller shall, at Seller's expense, arrange to ship the Goods to Purchaser at such address. In all other cases, Purchaser shall be solely responsible for arranging and paying for shipping from Seller's place of business in Minnesota.

Purchaser agrees that the Goods will not be provided or shipped until full payment is received and a signed, original copy of this Agreement, including the LIMITED WARRANTY, is provided to Seller.

6. Taxes

Purchaser shall pay or reimburse Seller as appropriate for any sales, use, excise or other tax imposed or levied with respect to the sale or transfer of the Goods to Purchaser. In no event shall Purchaser be responsible for any income tax imposed upon Seller with respect to Seller's receipt of the purchase price.

7. Customs and Duties

Purchaser shall be solely responsible for any foreign customs, duties, taxes and fees imposed by any jurisdiction as a result of the export of the Goods out of the United States and the import of the Goods into any other jurisdiction.

8. Notices

Any notice made by Purchaser as required by this Agreement or given in connection with it, shall be in writing and shall be provided to the Seller at its address below, by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services:

Holloway Performance, LLC
5219 Scott Court
Minnetonka, MN 55345
USA

9. Seller's Acceptance

This Agreement shall be binding upon Seller only when Purchaser signs and delivers a complete original hereof to the Seller, accompanied by full payment of the purchase price for the Goods, and Seller accepts such payment. Seller shall be deemed to have accepted this Agreement and such payment if the payment is not returned to Purchaser at Purchaser's address noted above within thirty (30) days after Seller's receipt thereof.

10. Miscellaneous

This Agreement constitutes the entire agreement of the parties with respect to the sale and purchase of the Goods and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. This Agreement and any claims arising from breach of contract, breach of warranty, tort, or any other claim arising from the sale or use of the Goods shall be governed by and construed under the laws of the State of Minnesota, USA. Purchaser hereby consents to the exclusive jurisdiction of the courts situated in Minnesota, federal and state, for purposes of any dispute arising out of or relating to this Agreement and/or the sale or use of the Goods. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. If any part of this Agreement is determined to be illegal, void or unenforceable, the remainder hereof shall remain in full force and effect.

11. Release of Seller

PURCHASER, FOR HIMSELF OR HERSELF AND HIS OR HER DEPENDENTS, GUESTS, SUCCESSORS AND ASSIGNS, DOES HEREBY EXPRESSLY FOREVER RELEASE AND DISCHARGE SELLER AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE DESIGN, MANUFACTURE, SALE OR USE OF THE GOODS, INCLUDING, BUT NOT LIMITED TO, ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON THE PART OF SELLER OR ITS OFFICERS, EMPLOYEES OR AGENTS, BUT NOT ANY INTENTIONAL, WILLFUL OR WANTON ACTS. PURCHASER ACKNOWLEDGES THAT SELLER WOULD NOT SELL OR DELIVER THE GOODS TO PURCHASER WITHOUT PURCHASER AGREEING TO THIS RELEASE.

IN WITNESS WHEREOF, the Purchaser hereby accepts this Agreement, including without limitation the release set forth in paragraph 11 above and the attached Limited Warranty.

Purchaser Name: _____ (print)

Signature: _____

Date: _____

HOLLOWAY PERFORMANCE, LLC
UN1 GEARBOX UPGRADE KIT
LIMITED WARRANTY

HOLLOWAY PERFORMANCE, LLC, a Minnesota limited liability company having its principal place of business at 5219 Scott Court, Minnetonka, Minnesota 55345 (“Holloway”), provides the following limited warranty regarding the UN1 Gearbox Upgrade Kit (the “Kit”) to the initial purchaser noted on the first page of the Sales Agreement (“Purchaser”):

1. Limited Warranty

Subject to the terms and conditions of this limited warranty, Holloway warrants to Purchaser that the Kit will be free from defects in materials and workmanship, under normal, lawful conditions of use. This limited warranty shall commence on the date of purchase or Holloway’s shipment of the kit to the consumer, whichever is later, and expire ninety (90) days after such date (the “Limited Warranty Period”).

2. Warranty Claim Process

If Purchaser believes that the Kit is defective, Purchaser must, within the Limited Warranty Period, notify Holloway in writing of the alleged defect. Written notifications must include the name and address of Purchaser, the date of purchase, the date of installation, and a description of the alleged failure or defect. Also within the Limited Warranty Period, all products alleged to be defective must either be provided to Holloway at its address above for inspection and testing for determination of the cause of the alleged failure or defect, or Purchaser must provide Holloway with documentary evidence satisfactory to Holloway establishing the defect and its cause.

3. Exclusive Remedies

If Holloway determines that a Kit or any component thereof is defective within the scope of this limited warranty, or if Holloway decides to accept Purchaser’s claim for whatever reason, Purchaser’s sole and exclusive remedy shall be, at Holloway’s sole discretion: (a) repair or replacement of the defective Kit or component or (b) refund of the purchase price paid for the Kit. Holloway shall have no other obligations with respect to any Kit or any component thereof, whether based on contract, tort, strict liability or otherwise. All shipping costs, and costs of removing defective products and installing replacement products, will be the sole responsibility of Purchaser.

4. Exclusions from Limited Warranty

This limited warranty shall not apply, and Holloway shall have no responsibility, for any damages or losses arising out of or relating to (a) improper installation, (b) any defects or malfunctions in any products not sold by Holloway, (c) non-consumer applications of the Kit or the vehicle in which it is installed, such as commercial or racing applications, (d) use of the Kit for purposes for which it is not intended, as advertised by Holloway, or (e) use of any vehicle under circumstances which violate applicable laws, such as reckless driving and speeding, including but not limited to autocross events and high speed driving schools.

5. Transferability

This limited warranty is made only to the initial Purchaser and may not be assigned or transferred without the prior written consent of Holloway.

6. Limitation of Liability

HOLLOWAY'S LIABILITY WITH RESPECT TO THE KIT SHALL BE LIMITED TO REPAIRING OR REPLACING THE KIT OR DEFECTIVE COMPONENT THEREOF, OR A REFUND OF THE PURCHASE PRICE, AT HOLLOWAY'S SOLE AND ABSOLUTE DISCRETION. IN NO EVENT SHALL HOLLOWAY BE LIABLE FOR ANY OTHER DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHERWISE.

7. Disclaimer of Other Warranties

This limited warranty sets forth the full extent of express warranties provided by Holloway, and Holloway hereby disclaims any warranty not expressly provided herein. This limited warranty gives Purchaser specific legal rights; Purchaser may also have other rights which vary from state to state.