

# Terms & Conditions of Sale

## "TEXAS MOTORS INC. Terms & Conditions of Sale"

**TEXAS MOTORS INC. is a licensed and bonded authorized powersports dealer in the state of FLORIDA.**

We always strive to provide the most excellent service for all of our customers to ensure that you have the most satisfying buying experience from our dealership.

### **Operation, registration and license:**

Purchasers are responsible for registering and operating the vehicles in accordance with the local state laws and ordinances. The purchaser is responsible for contacting their local state dept of transportation or dept of motor vehicles to verify if the product(s) are legal for operation on and/or off road in their state.

### **Protecting Our Customers from Identity Theft:**

To protect the privacy and identity of our customers, therefore when using a debit or credit card to place your order you must have your order shipped to the billing address. If your billing address is a post office box we can ship your order to your residence. You would need to complete the verification form that is emailed to you. If you would like to have your order shipped to an address other than your billing address please contact 866-491-2495 and we can go over your options. If you are paying with any other method this does not apply to you.

### **Order Cancellation**

Since we offer expedited processing, any request to cancel an order must be submitted **within one hour** after you have placed your order. Simply reply to the email received with your confirmation order number to submit an order cancellation. You will receive a credit for the full amount within 3-5 business days once completion of refund is done. If you would like to cancel your order once processed (after one hour), you will be subject to a \$100 cancellation fee. Any orders that have already shipped cannot be cancelled.

### **Returns and Exchanges**

Please contact one of our friendly staff to obtain a Return Merchandise Authorization number (RMA) or email us at: [info@superiorpowersports.com](mailto:info@superiorpowersports.com). Returns will not be accepted without an RMA number. Once you have an RMA number, **it is your financial responsibility to return the item to the address specified.**

Freight collect and COD packages will not be accepted.

If you do not have the original packaging, manuals, or the item is slightly used by the customer, we will still process a return with a deduction on your refund for what is missing or damaged. We do not accept any return vehicle that has any sustained damages by customer. 25% - 35% restocking fee may be applied according to the condition.

This guarantee will not warrant returns on items that are damaged, have had alterations of any kind, or have been used or maintained in a way that is not recommended by the manufacturer.

If you have the vehicle in your possession for more than 14 calendar days and it has been in use, you will not be eligible for return, refund or replacement. You can send the vehicle or parts to us at your own expense; we will repair it and send it back to you at our cost.

In order to keep you completely satisfied and maintain rock bottom prices, our shipping expenses are neither refundable nor reimbursed for any reason. This includes all freight charges: the first shipment and return. Original freight expense will be deducted from your refund.

Items that will NOT be accepted for return include:

- Registered vehicles
- Floor Model Clearance, Reurbused or Used Items
- All accessories
- Damaged units caused by customer

Unauthorized return subject to variable restock fees based on the condition.

**Please note: All will call order sales are final and returns will not be accepted under any circumstance.**

### **Shipping**

We understand that getting your product(s) quickly is very important to you, so we make every effort to process your order promptly. When you order from our website you can expect to receive speedy processing and service. Estimated delivery times are typically 2-10 business days after your order has been processed depending on the state and location being delivered to. Because of the high volume of orders during the certain holidays, there may be some delays. As some unforeseen events may occur, we can make no guarantees on the exact delivery time and date. There may also be delays due to road and weather conditions depending on the area that the order will be delivered. If you would like your order to be rushed, you can add "Rush Processing" to your order. If we are unable to fulfill this service, we will refund the service fee in full. However, we make every attempt to have your product delivered in the fastest time frame possible.

**Due to excessive delivery rates to certain areas, an additional shipping fee may be added to your base shipping charge. Free shipping items may also be charged additional for delivery to certain areas. You have the option to pay the additional fee or cancel your order for a full refund.**

### **Shipping Damages/Lost item(s) :**

If you receive a damaged unit, part or accessory, you must let us know within 2 business days of the issue so we may file a claim on your behalf and ensure you receive the necessary replacement in a timely manner. For minor issues, Superior Powersports will organize the required parts to be shipped to you to resolve the issue. In situations where the whole unit needs to be returned, Superior Powersports will arrange pick up of the damaged unit and delivery of the replacement unit. Products may not be refused for delivery under any circumstance. In the event of delivery refusal, you will be responsible for shipping costs and an additional 20% restocking fee. Once the product has been assembled, fueled, used in any way, it cannot for return for any reason. Superior Powersports from any and all liability and/or association if the part is lost during shipping transit. If the part is lost in transit the customer needs to file a claim with the shipping company. In the event that you do not receive your item within 14 days of order and you have had no contact from Superior Powersports regarding delays of your shipment, please contact us after 14 days so we may track and resolve the issue for you in a timely manner.

### **Warranty:**

OUR 3 MONTHS IN DIRT BIKE AND ATVS. 1 YEAR ON SCOOTER FACTORY PARTS WARRANTY COVERS THE FOLLOWING PARTS ONLY:

ENGINE CASE: The Engine case itself will only be covered if the damage caused was solely as a result of the mechanical failure of one or more of the internal lubricated components listed above. (Broken gears any damage from outside impact is not covered warranty)

DRIVE SYSTEM: All internal lubricated parts contained within the drive axle housing case, i.e. differential, differential gears, drive shaft, drive axles, CV joints, axle bearings, reverse gears and output shafts. The

drive axle housing as well as the reverse gearbox housing, if damaged solely as a result of the mechanical failure of one or more of the internal lubricated components contained the drive axle housing will be covered. (Any bent, broken, or damage by outside impact is not covered warranty)

FUEL SYSTEM: For vehicles with carburetor; Carburetor, vacuum fuel pump, intake manifold, fuel tank and fuel petcock. For fuel injected vehicles; Fuel injectors, fuel pump, fuel rail and fuel pressure regulator.

ELECTRICAL: Stator, stator pickup, magneto, voltage regulator\ rectifier, CDI, starter relay\ starter solenoid, starter motor, coil, distributor assembly and injector relay.

COOLING SYSTEM: Radiator, radiator cap, thermostat, thermostat housing, temperature indicator switch, cooling fan motors; water pump and water pump housing.

BRAKES: Calipers, drum housings, drum brake linkage, reservoirs, rotors, and lines.

TRANSMISSION (Automatic or Standard): All internal lubricated parts contained within the transmission case, i.e. flywheel, hydraulic shift linkage, kick start spindle, kick start secondary gear and transmission gears. The transmission case itself will be covered if the damage was solely as a result of mechanical failure of one or more of the internal lubricated components contained within the transmission case. (Improper shifting of gears by not coming to stop complete can cause damage to internal gears. ("This cause is not covered warranty"))

### **OPTIONAL EXTENDED STORE WARRANTY**

Standard 3 months warranty with all vehicle orders.

OUR 1 YEAR ON SCOOTER FACTORY ENGINE WARRANTY COVERS THE FOLLOWING PARTS ONLY:

ENGINE: All internal lubricated parts, i.e. Pistons, piston rings, piston pins, connecting rods, rod bearings, camshaft, camshaft bearings, timing chain, crankshaft, crankshaft main bearings, oil pump, water pump, valves, valve springs, valve guides, valve seats, valve lifters and valve push rods. Additionally, the engine head and cylinder will only be covered if damage is caused solely as a result of the mechanical failure of one or more internal lubricated components listed above. (Broken gears any damage from outside impacted is not covered warranty)

### **COVERAGE AND LIMITATIONS**

Initial assembly and preparation must be performed in accordance with the Consumer Motor Vehicle Delivery Preparation and Inspection Form that is provided by the manufacturer. Additionally, all work must be performed by a professional mechanic (i.e. engine repair shop, motorcycle shop, or local auto repair shop) or an authorized Dealer of the manufacturer to assure your vehicle is in good working condition. Upon completion, you must mail in the Consumer Motor Vehicle Delivery Preparation and Inspection Form signed by the technician that performed the service. You will need to provide proof of this service when filing a warranty claim, so (end user) must keep your receipts. Subject to the limitations stated in this agreement.

The following is a list of items not covered by the warranty policy. This list is not all inclusive and may be modified at any time. Batteries, Belts, Brakes and Brake Pads, Chains, Clutch, Foot peg mount, Hand Levers, Hoses, Lights, Mirrors, Plastic Body, Seats, Shocks, Spark Plugs, Transmission, Tires, rims, body panels, fuses, forks, shocks, gaskets, light bulbs, seats, CV Boots, oil filter, air filter, fuel filter, filters, clutch wear parts, cables, drive belt, chain, spark plug, any part made from rubber, belts, batteries, sprockets, external springs, clips, nuts, bolts and fasteners.

The following conditions is not covered by the warranty policy:

Misuse or abuse of the vehicle

Jumping, stunt riding, modification of any kind, racing, over revving the engine, improper adjustment/operator of the clutch, improper adjustment/operation of brakes, improper gear engagement. Improper Maintenance

Failed to follow the minimum maintenance and break in requirements, failed to provide proper service document.

Damage caused by an accident

Towing Charges

All towing and/or shipping charges incurred are the responsibility of the customer.

Labor to repair or replace parts

We do not reimburse any labor cost. However We does provide free in house labor on defective motors and installation of defective parts that are still under their specified warranty period.

## Shipping Charges

### Out of Warranty

Customer is to pay for parts, shipping both ways. In all cases you must send us the part that needs to be replaced. Failure to do so may result in you getting the wrong part. We are not responsible for wrong parts sent if we do not have your part to exchange and verify correct part numbers.

## SHIPPING POLICY

The following is our general shipping policy. See above for specifics of warranty shipping.

All shipping related fees must be prepaid in full. Unless the customer is using Freight collect or has arranged his/her own freight.

We will not guarantee any delivery schedule.

We are not responsible for shipping delays, as we are not the shipping company.

We are not responsible for damages that may occur during shipping.

We are not responsible for any extra cost incurred by the customer after the part has been shipped.

We are not responsible for the costs of return shipping and these costs must be included with the initial part order if not under warranty.

We are not responsible for any cancellation of order shipping costs. All costs that may arise due to order cancellation must be paid in full, and are not refundable. (Example: If product or parts have left the warehouse and you cancel the order, the shipping company will still charge freight, regardless of your cancellation.

## WARRANTY PROCEDURE

Please call our warranty/technical support to begin warranty claim. The defective warranty part(s) are required by the manufacture to be returned to us and exchanged for new replacement part(s). \*Note only the defective part(s) will be replaced and not the complete vehicle. Returning your defective part(s) will ensure we send you the correct part(s) and assist we in monitoring and correcting potential manufacture defects. Customer satisfaction and your happiness in riding are important to us. We work quickly in-house for all claims so you do not have to worry about much downtime.

### **Some Assembly required:**

Items will be shipped in a crate 80-90% assembled. You are responsible for performing the setup that a dealer would normally perform - such as putting on rear mirrors, trunk, hooking up the battery, checking tightness of all nuts and bolts, changing oil, etc. Occasionally some units may need other routine items checked/adjusted such as adjusting the carburetor idle and mixture screws, checking to ensure wires are well connected, adjusting chain slack, alignment, and clutch, if needed. For safety precautions, be sure to check and tighten all nuts and bolts prior to use. Be sure to check for appropriate engine fluid levels to ensure your vehicle is operating under the recommended conditions prior to use. We here at Superiorpowersports.com we highly recommend having your unit assembled and tuned by a certified mechanic to make sure everything is done properly. If you do the assembly yourself it is VERY important that you go over everything listed in our maintenance section of our website. Please call our tech support BY EMAIL [INFO@TEXASMOTORSAUTOSALES.COM](mailto:INFO@TEXASMOTORSAUTOSALES.COM) if you have any questions.

### **Waiver of liability:**

The following Waiver of Liability is a legal and binding contract, executed in the State of FLORIDA.

By purchasing any items on this website, I, as buyer, acknowledge and agree to be above 18 years or age or are the parent of a child under the age of 18 years. I, as buyer, acknowledge and understand that riding an all-terrain-vehicle (ATV), dirt bike, go kart, motorcycle, moped, pocket bike and gas scooter is a dangerous activity that requires strenuous exercise and various degrees of skill and experience for individual riders. I, as buyer, understand that these activities can result in serious injury to the person and damages to property and voluntarily assume any and all risk associated with loss, damage or injury while riding the vehicles advertised on our website. I, as buyer, am aware of the risks, hazards and dangers of personal injury, death and disability inherent with the specific use of these vehicles as well as the inherent risks, hazards and dangers of personal injury and disability increase with inexperienced riders. I, as buyer, agree to release and forever discharge superiorpowersports.com or it's parent company and their agents, servants, employees, officers, directors, trustees and all

other persons or entities acting on their behalf and the manufacture from any and all claims, actions, damages, liabilities, cost or expenses and attorney fees which are related to, arise out of, or are in any way connected to your participation or use of these vehicles, use of equipment or property supplied by superiorpowersports.com or its parent company or your presence upon the premises, whether or not such claims, actions, damages, liability, cost or expenses are caused by the negligence of the seller, manufacture or distributor. By this Agreement, it is my intention as buyer, to surrender and waive any rights to sue or exercise any legal rights to seek damages from superiorpowersports.com or its parent company and their agents, servants, employees, officers, directors, trustees and all other persons or entities acting on their behalf. This Agreement shall be affecting and binding upon my heirs, agents, personal representatives and assigns. I, as buyer, hereby certify that I am over the age of 18 years of age. I, as buyer, have carefully read the foregoing and acknowledge that I understand and agree to all the above Terms and Conditions. I have had the opportunity to ask any and all questions regarding this Agreement and the affect of the same. I, as buyer, am aware that by purchasing this item and sending/remitting payment for it/them, I assume all risk, and waive and release certain substantial rights that I may have or possess. I, as buyer, therefore release all liability and waive all rights I may have in regards to my child's activities with any items purchased from superiorpowersports.com.

**Jurisdiction:**

You expressly agree that exclusive jurisdiction for any dispute with TEXAS MOTORS INC, or in any way relating to your use of the this Site, resides in the courts in the county of ORANGE of the State of FLORIDA and you further agree and expressly consent to the exercise of personal jurisdiction in the courts in the county of ORANGE in the State of FLORIDA in connection with any such dispute including any claim involving Veloz Powersports, Inc DBA Superiorpowersports.com or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers

These Terms and Conditions are governed by the internal substantive laws of the State of FLORIDA, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or of any other term or condition.

**Price Match:**

We do Price Match. Make sure the product you would like to price match is identical to our competitor's product (it must be a matching brand with identical model number and color). Some items on our website are not eligible for discounts and price match. Price Match Guarantee does not apply to:

1. Offers that include shipping charge discounts, gift with purchase, services, financing, bundling of items, free items, pricing errors, "Misprinted", mail-in offers and online only offers.
2. Items that are limited-quantity, out of stock, open-box, clearance, Outlet Center, refurbished/used, and items for sale Thanksgiving day through the Saturday after Thanksgiving
3. Advertisements that require a purchase in order to receive the advertised price or free product.
4. "Buy One / Get One Free" advertisements
5. Double or triple coupons or percent off advertisements
6. Competitor advertisements from outside of their web site.

**Inaccuracies, Product Variations, and Changes:**

We make every attempt to accurately list all product information on our website. It is possible; however, that unforeseen typographical errors, picture errors, or inaccurate information may occur. Customers are responsible to research and acknowledge the unit specification directly from the manufacturer. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information at any time without prior notice, including information pertaining to orders

that have already been placed. We apologize for any inconvenience caused by any such errors.

**Purchasers Responsibility:**

You must inspect all equipment before using it and to take full responsibility for assuring that the equipment is in good working order and safe to use. Purchaser understands the nature of riding and vehicle related activities and acknowledges that Purchaser is qualified to operate said vehicle, and is in proper physical condition to participate in such activity. Purchaser agrees to assume all risks when allowing others to operate Purchaser products Warning! Riding these vehicles involve the risk and danger of serious bodily injury including, but not limited to, disability, paralysis, dismemberment and death. These inherent risks and dangers may be caused by Purchasers own actions or inactions, the actions or inactions of others, participating or not participating in the activity, the condition in which the activity takes place, or the negligence of others. There may be additional risks, including social and economic loss, either known or unknown to Purchaser, not readily foreseeable, and Purchaser fully accepts and assumes responsibility for all such risks, losses, costs, and damages incurred as a result of Purchasers participation in motorcycles riding activity.

**General**

Any terms of this Agreement which by their nature extend beyond the Agreement termination in effect until fulfilled, and apply to both of our respective successors and assignees.