



Dear Valued Customer:

TERMS AND CONDITIONS OF SALE

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, INCLUDING LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

These terms and conditions apply to the purchase and sale of goods, products, parts, accessories and/or services, including any applicable documentation with respect thereto (collectively referred to as "Goods"), as are identified and/or described in Omni Powertrain' sales quotations, sales order acknowledgements, change orders, invoices and/or through <http://www.omnipowertrain.com/> (referred to as the "site"). By placing an order for such Goods from Omni Powertrain Technologies, LLC, (also referred to as "Omni Powertrain," "us," "our," or "we"), the purchaser (as an individual or entity, referred to as "you" or "your"), agrees to be bound by and accept these terms and conditions. If you do not agree to these terms and conditions, you should not obtain Goods from this site. These terms and conditions are subject to change by Omni Powertrain without prior written notice at any time, in our sole discretion. The latest version of the terms and conditions will be posted on this site, and you should review these terms and conditions prior to purchasing any product and services that are available through this site.

1. Order Acceptance and Cancellation

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept, decline, or limit your order for any reason, whether your credit card has been charged. If your credit card has been charged and your order is canceled, you will receive a prompt refund credit to your account. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item.

Once an order has been placed, it cannot be canceled.

We sell to OEM customers and do not accept orders from end users.

We make every effort to maintain the availability of our site. However, should we experience technical difficulties, we are not responsible for orders that are not processed or accepted.

2. Payment Terms and Sales Taxes

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us prior to our acceptance of an order.

If we accept a credit card payment for any purchase, you represent and warrant that (a) the credit card information you supply to us is true, correct and complete, (b) charges incurred by you will be honored by your credit card company, and (c) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

Purchase orders from businesses may be accepted upon credit approval of credit and payable on net thirty (30)-day terms or such other terms as we may approve or require. All payments must be in United States dollars. Current billing address and phone information must be included with every order. You agree to pay interest on all past-due sums at the highest rate allowed by law. We retain a security interest in the Goods and all proceeds thereof until the full purchase price therefore (including taxes and additional charges) has been paid.

Charges for shipping and handling will be made in accordance with our then current shipping policies, as described below.

3. Changes in Goods and Pricing

We are constantly updating and revising our offerings of Goods, and we may discontinue Goods at any time without notice. You should not rely on any such changes as proof of insufficiency or inadequacy of prior designs of any product or material contained in any product. To the extent that we provide information on availability of Goods, you should not rely on such information, and we will not be liable for any lack of availability of Goods that you may order through our site.

All pricing for the Goods available on our site is subject to change. For all our prices and Goods, we reserve the right to adjust due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances.

4. Shipping Policy

We reserve the right to limit shipping carriers and delivery options. For questions about carriers, delivery options, and insurance please call us at 713-635-6292. No C.O.D. orders can be accepted.

Please note the shipping time frame may vary from item to item. The posted shipping time frame is contingent upon credit approval and may be delayed should we experience difficulties in obtaining authorization.

These shipping terms are accepted by you by placing an order with us.

5. Advertising Disclaimers and Trademarks

In the event a product or service is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, we shall have the right to refuse or cancel any orders placed for Goods listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we will immediately issue a credit to your credit card account in the amount of the charge.

All trademarks and registered trademarks relating to Goods available through our site are the sole property of their respective owners. Photographs are courtesy of the respective manufacturers.

6. Warranty and Return Policies

Our responsibility for defects relating to the Goods available on our site is limited to the procedures described in our return policy set forth below.

Omni Powertrain warrants its Goods to be free defects in materials and workmanship when installed and maintained consistent with Omni Powertrain's specifications. Unless otherwise specified below, each of our Goods is warranted for a period of 12 months from the date of retail delivery or 18 months from the date of shipment from Omni Powertrain's facility, whichever shall first occur. All replacement or spare parts supplied by Omni Powertrain are warranted for a period of 3 months from the date of shipment from Omni Powertrain's Facility. Solely to the extent transferable, Omni Powertrain assigns and transfers to you the original manufacturer's warranty on any Goods or parts sold by Omni Powertrain that are not manufactured by Omni Powertrain. Without limitation of the foregoing, Omni Powertrain assumes no responsibility for and shall have no obligations to you for any defect in any materials furnished by, or any faulty workmanship provided by, any party other than Omni Powertrain.

Should any part of an Omni Powertrain product be found, under normal use and service, during the warranty period, to be defective, Omni Powertrain shall repair or replace, at its sole option, said part FOB Omni Powertrain's facility, Houston, Texas, provided the defective product, in whole, is returned to Omni Powertrain's facility, charges prepaid, accompanied by a Return Goods Authorization Number ("RGA") and defect report detailing the claimed defect, and provided inspection of the original product establishes the claimed defect to the satisfaction of Omni Powertrain. In the event a warranty claim is denied, an Omni Powertrain Customer Service representative shall contact the customer and advise of the cost to repair the product not covered under warranty. If the customer requests the product be repaired, the repaired product shall carry a Manufacturer's Remanufactured Warranty of 6 months from the date of remanufacture.

7. Limitations of Liability and Exceptions to Warranty

OMNI POWERTRAIN'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE CONDITIONS STATED HEREIN. OMNI POWERTRAIN MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. IN NO EVENT SHALL OMNI POWERTRAIN OR ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS, SHAREHOLDERS, EMPLOYEES, OR OFFICERS (COLLECTIVELY, OUR "AFFILIATES") HAVE ANY OBLIGATIONS OR LIABILITIES TO YOU OR ANY OTHER PERSON FOR ANY EXPENSES, ATTORNEY FEES, LOSS OF INCOME OR PROFITS DUE TO DELAY OR DEFECTIVE MATERIAL OR WORKMANSHIP, LOSS OF BUSINESS OR USE, OR FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF WE OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF THE GOODS AVAILABLE THROUGH THIS SITE. NO ALLOWANCE WILL BE MADE FOR REPAIRS, REPLACEMENTS, TRANSPORTATION OR FREIGHT CHARGES, OR ALTERATIONS. NO EMPLOYEE OR REPRESENTATIVE OF OMNI POWERTRAIN IS AUTHORIZED TO MODIFY THIS LIMITATION.

WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THE GOODS AVAILABLE ON THIS SITE WILL MEET YOUR REQUIREMENTS; THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE GOODS WILL BE EFFECTIVE, ACCURATE OR RELIABLE; OR THE QUALITY OF ANY GOODS WILL MEET YOUR EXPECTATIONS. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF GOODS. OMNI POWERTRAIN'S WARRANTY IS SUBJECT TO CHANGE WITHOUT NOTICE.

THIS WARRANTY SHALL NOT APPLY TO ANY PRODUCT UPON WHICH REPAIRS OR ALTERATIONS HAVE BEEN MADE, IMPROPER LUBRICATION, INCLUDING TYPE AND FREQUENCY, EXCESSIVE SHOCK LOADING, IMPROPER APPLICATION, OR FOR ANY MISUSED, NEGLECTED OR INCORRECTLY INSTALLED PRODUCT. THIS WARRANTY SHALL NOT APPLY IN THE EVENT PROPER LUBRICATION AND SERVICE IS NOT MAINTAINED, INCLUDING BUT NOT LIMITED TO PROPER GEARBOX LUBRICATION AND SERVICE. ALL GEARBOX PRODUCT LUBRICATION MUST BE FLUSHED AND REFILLED AFTER THE FIRST 100 HOURS OF SERVICE, AND THEN EVERY 1000 HOURS THEREAFTER. THIS WARRANTY SHALL NOT APPLY TO SEALS IN THE EVENT THEY HAVE BEEN SUBJECTED TO HEAT IN EXCESS OF 200 DEGREES, PAINT, SOLVENTS OR OTHER CHEMICALS IN THE ASSEMBLY OR PAINTING PROCESSES. ANY OMNI POWERTRAIN PRODUCT THAT REMAINS UNUSED FOR A PERIOD OF 6 CONSECUTIVE MONTHS DURING THE WARRANTY PERIOD SHALL NOT BE WARRANTED FOR LEAKAGE DUE TO SEAL AGING. THE WARRANTY FOR BEARINGS SHALL BE LIMITED TO THE WARRANTY PROVIDED BY THE BEARING MANUFACTURER. NO PRODUCT WILL BE ELIGIBLE FOR WARRANTY IF RUST OR CORROSION HAS STARTED ON INTERNAL SURFACES.

THE TERMS AND CONDITIONS SET FORTH HEREIN, TOGETHER WITH ANY AMENDMENTS, MODIFICATIONS AND ANY DIFFERENT TERMS OR CONDITIONS EXPRESSLY ACCEPTED BY OMNI POWERTRAIN IN WRITING, SHALL CONSTITUTE THE ENTIRE AGREEMENT CONCERNING THE PRODUCT SOLD, AND THERE ARE NO ORAL OR OTHER REPRESENTATIONS OR AGREEMENTS WHICH PERTAIN THERETO. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAW OF THE STATE OF TEXAS. LEGAL PROCEEDINGS ARISING OUT OF THE TERMS OF OMNI POWERTRAIN'S WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR BE FOREVER BARRED.

NOTE: THE INFORMATION SHOWN ONLINE AND IN ALL CATALOGS IS FOR GENERAL PURPOSES ONLY AND IS NOT TO BE USED FOR MANUFACTURE, DESIGN OR APPLICATION REVIEW. OMNI POWERTRAIN RESERVES THE RIGHT TO UPDATE OR CHANGE ITS GOODS; THEREFORE, THE INFORMATION SHOWN IS SUBJECT TO CHANGE. BEARING CURVES ARE SUPPLIED FOR DESIGN REFERENCE PURPOSES ONLY. THEY ARE INTENDED TO HELP ILLUSTRATE THE IMPORTANCE OF RADIAL LOAD POSITION RELATIVE TO THE GEARBOX. FOR DETAILED ANALYSIS OR APPLICATION REVIEW, CONTACT OMNI POWERTRAIN ENGINEERING.

EXCEPTIONS TO OMNI POWERTRAIN'S STATED WARRANTY POLICY MUST BE IN WRITING AND MADE A PART OF THIS LIMITED WARRANTY.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY (AND THE LIABILITY OF ANY OF THE PROVIDERS OF GOODS AVAILABLE ON OUR SITE), FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE GOODS YOU HAVE ORDERED THROUGH OUR SITE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF GOODS.

QUESTIONS REGARDING OUR WARRANTY AND RETURN POLICIES SHOULD BE ADDRESSED VIA E-MAIL TO PO@omnipowertrain.com OR BY REGULAR MAIL TO OMNI POWERTRAIN, 3620 W. 11TH ST., HOUSTON, TEXAS 77008, ATTENTION: TECHNICAL SUPPORT. THESE POLICIES SET FORTH YOUR SOLE AND EXCLUSIVE RIGHTS WITH RESPECT TO RETURN OF GOODS THAT YOU MAY PURCHASE THROUGH OUR SITE.

8. Privacy and Customer Information

We are committed to protecting your privacy. To make your purchasing experience more convenient, we gather information about you. We maintain the privacy of your information using security technologies and adhere to policies that prevent unauthorized use of your personal information.

9. Service and Support

For all questions for technical service and support with respect to the Goods available through our site, you should contact us by e-mail at PO@omnipowertrain.com or by mail at Omni Powertrain, 3620 W. 11th St., Houston, Texas 77008, Attention: Technical Support. We will do our best to help you; however, we cannot guarantee that every problem will be resolved to your satisfaction.

Except as explicitly noted on this site, the Goods available through this site are offered by OMNI POWERTRAIN TECHNOLOGIES, LLC, a Texas corporation, located at 3620 W. 11th St., Houston, Texas, 77008. Our telephone number is 713-635-6331.

10. Force Majeure

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of Goods and service available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

11. Entire Agreement

These terms and conditions constitute the entire Agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for Goods which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with site is in conflict or inconsistent with these terms and conditions, these terms and conditions shall take precedence.

12. Governing Law, Venue and Statute of Limitations

This site is controlled by us from our offices within the State of Texas, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Texas, by accessing this site both of us agree that the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof, will apply to all matters relating to the use of this site and the purchase of Goods available through this site. Each of us agrees and hereby submits to the exclusive venue in Harris County, Texas or in the United States District Court for the Southern District of Texas with respect to such matters. You further consent and submit to the jurisdiction of any local, state or federal court located within said county and state and waive any and all objections to jurisdiction that you may have under the laws of the State of Texas or the United States, including any claim or objection that any such court is an inconvenient forum. Further, you hereby waive,

fully permitted by law, all rights to have any dispute or claim arising under this Agreement litigated before a jury.

Any cause of action brought by you against us or our Affiliates must be instituted with one (1) year after the cause of action arises or be deemed forever waived and barred.

We make no representation that the Goods available through our site are appropriate or available for use in locations outside of the United States and accessing them from territories where such Goods are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws.

13. Security Interest and Uniform Commercial Code

Until your outstanding balance for any purchase from Omni Powertrain is fully paid, Omni Powertrain shall have, to secure payment thereof, a continuing senior purchase money security interest in the goods and proceeds therefrom. Upon your default under these Terms and Conditions, Omni Powertrain shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas.

14. Default

14.1. The occurrence of any of the following events shall constitute a default of your obligations under this Agreement: (i) failure to make timely payment of any sum owing to Omni Powertrain or under this Agreement; (ii) institution of any proceedings by or against you under any bankruptcy, insolvency or similar law; (iii) appointment or application for a receiver for you; (iv) an assignment by you for the benefit of creditors; (v) failure to furnish Omni Powertrain, upon Omni Powertrain's request, with a written representation reaffirming your solvency (it being understood that this Agreement constitutes a representation by you that you are solvent); or (vi) Omni Powertrain deems itself insecure with respect to performance by you under this Agreement.

14.2. Upon your default hereunder, Omni Powertrain may, upon written notice to you, cancel any remaining obligations of Omni Powertrain under this Agreement, in which case, at Omni Powertrain's option:

(i) You shall pay for all Goods delivered and for all Goods completed or in process;

(ii) With respect to any Goods for which Omni Powertrain has not received full payment, Omni Powertrain may stop delivery, retake (or retain) possession of such Goods wherever located (all without notice, demand or legal process) and retain, lease or resell (at public or private auction or otherwise) such Goods without accounting to you and any payments received by Omni Powertrain from you may be retained.

(iii) Omni Powertrain may declare any outstanding balance immediately due and owing and collect same from you without further notice or demand, together with interest at the maximum rate permitted by law; and/or

(iv) Refuse to deliver any Goods except on a cash basis.

15. Miscellaneous

15.1. Omni Powertrain shall be an independent contractor with respect to its relationship with you in the

performance of this Agreement. Neither party hereto, nor any respective agent of either party, shall be regarded as an agent or employee of the other. This Agreement shall not be construed to be a joint venture between the parties.

15.2. No waiver by Omni Powertrain of any default shall be deemed a waiver of any subsequent default unless the same shall be signed in writing by Omni Powertrain.

15.3. If any provision of this Agreement is held to be invalid under applicable law, such invalidity shall not affect the remaining provisions of this Agreement.

15.4. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto, including, without limitation, a debtor-in-possession; provided, however, that no interest herein may be assigned by you without the prior written consent of Omni Powertrain.

15.5. No waiver, alteration or modification of the terms and conditions hereof shall be valid or binding upon Omni Powertrain unless made in writing and signed by Omni Powertrain.