

TERMS OF SERVICE

Dirt Racing Association LLC
P.O. Box 1680 Mooresville, NC. 28115
[314-786-2636](tel:314-786-2636)
info@elitechassis.com

Welcome to the website of Dirt Racing Association LLC located at EliteChassis.com (hereinafter "We", "Us", "Our" or "Company"). We thank You (any visitor to Our web site and hereinafter "You" or "Your") for visiting Our site and considering Our products and services. Upon registration and clicking the button which states: "By checking this box You are agreeing to this website's Terms of Use and Privacy Policy, as well as our use of cookies", You hereby agree to the terms and conditions of this Terms of Use (hereinafter "Agreement") which, along with the consideration of the mutual promises You and We make to each other, then becomes a binding contract between You and Us. Please do not use this Site if You disagree with any part of this Agreement.

MOBILE TERMS OF SERVICE

The EliteChassis.com mobile message service (the "Service") is operated by Dirt Racing Association LLC ("EliteChassis.com", "we", or "us"). Your use of the Service constitutes your agreement to these terms and conditions ("Mobile Terms"). We may modify or cancel the Service or any of its features without notice. To the extent permitted by applicable law, we may also modify these Mobile Terms at any time and your continued use of the Service following the effective date of any such changes shall constitute your acceptance of such changes.

By consenting to EliteChassis.com's SMS/text messaging service, you agree to receive recurring SMS/text messages from and on behalf of EliteChassis.com through your wireless provider to the mobile number you provided, even if your mobile number is registered on any state or federal Do Not Call list. Text messages may be sent using an automatic telephone dialing system or other technology at any time of day. Service-related messages may include updates, alerts, and information (e.g., order updates, account alerts, etc.). Promotional messages may include specials,

promotions, and other marketing offers (e.g., cart reminders, sweepstakes).

You understand that you do not have to sign up for this program in order to make any purchases, and your consent is not a condition of any purchase with EliteChassis.com. Your participation in this program is completely voluntary.

We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message frequency varies. Message and data rates may apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider.

You may opt-out of the Service at any time. Text the single keyword command STOP or click the unsubscribe link (where available) in any text message or to cancel. You'll receive a one-time opt-out confirmation text message. No further messages will be sent to your mobile device, unless initiated by you. If you have subscribed to other EliteChassis.com mobile message programs and wish to cancel, except where applicable law requires otherwise, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms.

For Service support or assistance, email info@EliteChassis.com

We may change any short code or telephone number we use to operate the Service at any time and will notify you of these changes. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If you get a new mobile number, you will need to sign up for the program with your new number.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent

through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

PRIVACY POLICY

Our Customer Privacy Policy is located online at EliteChassis.com and is hereby incorporated into this Agreement by reference. Please review the Privacy Policy to understand Our policies.

USER NAME AND PASSWORDS

You hereby agree that You are responsible for all actions taken under Your User Name and Password and that You will not share your log-in credentials with other parties. Please remember it is Your responsibility to keep this data secure and You hereby agree that We are not liable for any loss or damage arising from Your failure to keep Your password secure. Further, You agree to immediately notify Us of any unauthorized use of Your password or any breach of security.

PURCHASES

To make a purchase on Our website simply click on the item's picture, choose your size where necessary, and add the item to your shopping cart. When you have completed your shopping, please click on the cart icon on the website and proceed to checkout.

Orders which total over \$250.00 may be subject to verification. We require this to prevent fraudulent orders on Our website.

COPYRIGHT

All content included on Our website, such as text, graphics, logos, button icons, images, audio clips, and software, is the property of Dirt Racing Association LLC and is protected by U.S. copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all content on Our website is Our exclusive property and protected by U.S. copyright laws. Any use of such content, including the reproduction, modification,

distribution, transmission, republication, or display, of the content of Our website is strictly prohibited.

WARRANTIES

THE MATERIAL DISPLAYED ON THIS WEBSITE IS PROVIDED WITHOUT ANY GUARANTEES, CONDITIONS, OR WARRANTIES AS TO ITS ACCURACY. UNLESS EXPRESSLY STATED TO THE CONTRARY TO THE FULLEST EXTENT PERMITTED BY LAW WE AND OUR SUPPLIERS, CONTENT PROVIDERS, AND ADVERTISERS HEREBY EXPRESSLY EXCLUDE ALL CONDITIONS, WARRANTIES, AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW, OR THE LAW OF EQUITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT WITHOUT LIMITATION TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA OR OTHER INTANGIBLES, DAMAGE TO GOODWILL OR REPUTATION, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, PERFORMANCE OR FAILURES OF THIS WEBSITE OR THE LINKED WEBSITES AND ANY MATERIALS POSTED THEREON, IRRESPECTIVE OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR ARISE IN CONTRACT, TORT, EQUITY, RESTITUTION, BY STATUTE, AT COMMON LAW OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DOES NOT AFFECT OUR LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CAN NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT LEGALLY PERMITTED, WHETHER OR NOT WE ARE OR WERE AWARE OR ADVISED OF THE POSSIBILITY OF DAMAGES, AND WHETHER OR NOT THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, OUR

AGGREGATE LIABILITY (WHETHER FOR BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY) SHALL IN NO CIRCUMSTANCES EXCEED THE COST OF OUR PRODUCTS YOU ORDERED. FURTHER, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, OR COST OF COVER. OUR PRODUCTS ARE SOLD AND DELIVERED TO YOU "AS IS" WITH NO WARRANTY WHATSOEVER. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS SECTION, WE MAKE NO EXPRESS WARRANTIES OR REPRESENTATIONS AND WE DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

FURTHERMORE, IF A THIRD PARTY SHALL SURREPTITIOUSLY ENTER OUR WEBSITE THROUGH THE USE OF A MEMBER'S LOG-IN OR OTHERWISE, THEY WILL HAVE NO RIGHT OF STANDING IN ANY ACTION AGAINST US.

INDEMNIFICATION

You hereby warrant that You will not use the information provided by Us in violation of any International, Local, State, or Federal law. Further, You agree to indemnify, defend, and hold Us harmless, as well as holding harmless Our parents, subsidiaries, affiliates, officers, directors, employees, agents, and suppliers, and their respective affiliates, officers, directors, employees, and agents, from any claim, action, demand, or damage, including reasonable attorney's fees, made by any third party or governmental agency arising out of or related to Your use of any service offered by Us or Your violation of this Agreement, including without limitation, claims or suits for libel, violation of rights of privacy or publicity, interference with property rights, trespass, violations of International, Local, Federal or State Law, patent infringement or plagiarism. We may, at Our sole discretion, assume the exclusive defense and control of any matter subject to indemnification by You. The assumption of such defense or control by Us, however, shall not excuse any of Your indemnity obligations.

FORCE MAJEURE

We shall not be liable for delays or nonperformance of this Agreement caused by strike, fire, or accidents, nor shall We be liable for delay or nonperformance caused by lack of availability of materials, fuel, or utilities or for any other cause beyond Our control.

ASSIGNMENT

You may not assign the rights or obligations under this Agreement.

BUYER'S STATEMENT

ENTIRE AGREEMENT

Except as modified or supplemented by a writing executed by both parties, the Terms and Conditions described herein are the only representations, warranties, and understandings between the parties with respect to the products and/or services described herein.

DISPUTES

In the event of a dispute with Us You agree to attempt to resolve the dispute by contacting Us at info@EliteChassis.com and entering into a resolution discussion prior to taking any other action. Failure to contact Us to attempt a dispute resolution prior to taking any other action will result in a breach of this Agreement by You. This Agreement and Your use of Our website are governed by the laws of the State of North Carolina, and the courts of general jurisdiction located within Iredell County, North Carolina, will have exclusive jurisdiction over any and all disputes arising out of, relating to, or concerning this Agreement or any other controversy between You and Us. You hereby waive any right to a trial by jury in the event of any controversy or claim relating to this Agreement. In addition to the foregoing, in the event of any breach or violation of this Agreement, We shall be entitled to enforce all of Our legal remedies for the breach or wrongful activity including, but not limited to, seeking actual damages, the maximum amount of statutory damages under applicable statutes and Acts, profits, treble damages, and attorneys' fees and costs. These

remedies and damages are in addition to the monetary payments described above and/or any amounts otherwise due under this Agreement.

SEVERABILITY

If any provision, or portion thereof, of this Agreement, is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, You and We agree that such invalidity shall not affect the validity of the remaining portions of this Agreement and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provisions.

HEADINGS

The headings of this Agreement are for convenience only and shall not be used to construe the meaning of this Agreement.

AGREEMENT UPDATES

This Agreement is effective as of June 1st, 2026. We reserve the right to revise this policy from time to time without prior notice. You will be notified of any material changes in Our Terms of Use either by email or by a conspicuous posting on Our website.