



Hold Harmless and Release of Liability

There is a \$1,000 process fee to place an order with Sinister Sand Sports. This fee covers any leg work, phone conversations, paperwork or research done by Sinister Sand Sports to assist the customer in a build sheet. This fee is separate from the actual build of the product and is non-refundable. The \$1,000 fee will be deducted from the total cost of the build in the final payment so long as the customer proceeds with the build. In other words, don't send any money unless you are 100 percent sure you want to purchase from Sinister Sand Sports/Paint by Yoshi Inc. The \$1,000 is a process fee incurred whether you purchase a product or not.

All sales are final. There will be no refunds given on any purchase. In the event a customer decides they no longer want the final product they purchased from Sinister Sand Sports/Paint by Yoshi, Inc. The customer has the ability to have the build process indefinitely stopped, but agrees to pay for all parts and fees that have incurred up until the point the customer stopped the build.

Once a vehicle is ready for pickup, customers have 30 days to pay their balance and pick up their property or it becomes property of Sinister Sand Sports.

Purchasers understand and recognize that off-road parts and equipment, such as chains, driveline components, chassis, chassis components, and all parts, inventory, and services manufactured and/or sold by Sinister Sand Sports/Paint by Yoshi Inc. are exposed to many and varied conditions due to the manner in which they are installed and used. Purchasers and Sinister Sand Sports/Paint by Yoshi, Inc. consciously desire to make their own bargain, irrespective of any court decision and purchasers agree upon good faith and consideration for being allowed to purchase from Sinister Sand Sports/Paint by Yoshi, Inc. said parts and services. Purchasers expressly acknowledge and understand that Sinister Sand Sports/Paint by Yoshi, Inc. does not make any affirmation or fact concerning any sample or model of off-road parts and equipment, inventory or service.

Sinister Sand Sports/Paint by Yoshi Inc. makes no warranties whatsoever, expressed or implied, oral or written, to purchasers. There is no warranty of merchant's ability made to purchasers. Sinister Sand Sports/Paint by Yoshi Inc. further excludes any implied warranty of fitness with respect to off-roading and equipment, and all inventory and service.

As further consideration for purchasers using Sinister Sand Sports/Paint by Yoshi, Inc. off-road parts, and equipment and any and all inventory and services, purchasers acknowledge that due to different conditions and circumstances under which all equipment and parts are installed and used, purchasers are not relying on Sinister Sand Sports/Paint by Yoshi Inc. skill or judgement to select or furnish the proper part or equipment. Purchasers expressly affirm they are relying on their own skill and judgment to select and purchase suitable goods.

All transportation services, transportation costs and shipping damage incurred for delivery of any products purchased by Sinister Sand Sports are the responsibility of the original purchaser.

Although Sinister Sand Sports tries to build all products in a timely manner, circumstances sometimes arise that slow down the build process and delay delivery dates. It is understood that no specific time frame can be given for completion of any product, and Sinister Sand Sports is in no way required to meet any specific delivery date desired by the customer.

Although Sinister Sand Sports/Paint by Yoshi Inc. does

offer and recommend California Air Resource Board (C.A.R.B.) EPAcertified powerplants, other powerplants are available to customers. It is understood that any non compliant engine package is not to be driven on public roads or property. It is the sole responsibility of the owner/operator of the vehicle to make sure they are compliant with any applicable laws that are required for the owner/operator's intended use in their area. If the owner/operator's area requires certification for public use, and the owner/operator has chosen to use a non complaint powerplant, it is assumed that any product sold by Sinister Sand Sports/Paint by Yoshi, Inc. to that area is not to be used for any purpose other than racing in sanctioned events. Sinister Sand Sports/Paint by Yoshi Inc. is not liable for modifications to any powerplant, and any modifications are done as the sole liability and responsibility of the owner/operator. In the instance that a customer purchases a product from Sinister Sand Sports/Paint by Yoshi Inc. without a powerplant, it is understood that customer is responsible to install a compliant engine if the intended use is other than racing.

By purchasing any product manufactured by Sinister Sand Sports/Paint by Yoshi Inc., the purchaser/owner agrees not to take part in any operation, or attempt, to offer the same or similar design, or allow another party access to any product sold by Sinister Sand Sports/Paint by Yoshi Inc. to copy or reproduce in any form, or any similar variation of any part manufactured by Sinister Sand Sports, whether the intention be for profit or other.

Copying or reproducing of any component manufactured by Sinister Sand Sports for the purpose of resale will be subject to legal proceedings, of which any person taking part in the reproduction of any component for purposes not directly related to the single vehicle manufactured and sold by Sinister Sand Sports/Paint by Yoshi Inc. to that person, will incur all cost of legal proceedings, including court and attorney cost.

Sinister Sand Sports / Paint by Yoshi Inc. Recommendations:

The owner/operator should be familiar with their surroundings before driving through any conditions such as drop offs, inclines, obstructions, etc., as they can do damage to operator and their property. Sinister Sand Sports/Paint by Yoshi Inc. does not recommend driving with passengers. Should the operator take it upon themselves to take a passenger, Sinister Sand Sports/Paint by Yoshi Inc. has no control over their actions and the owner/operator is taking all liability risk involved if anyone else is hurt while in the vehicle.

Seat belts should be replaced every season, along with drive chain/belts(s), sprockets. Damage or worn tires, rims, bearings, seals, bolts, seat belts, etc. should be changed. Bolts should be checked when purchaser receives delivery of any product, as nuts and bolts can become loose in transport. It is also recommended that purchaser checks nuts and bolts over the entire car before and during every use as vibration can loosen parts. Sinister Sand Sports/Paint by Yoshi Inc. does not recommend towing anything as it may cause harm to yourself and your property. Any product purchased from, or manufactured by Sinister Sand Sports/Paint by Yoshi Inc. is intended for off-road use only, and not to be driven on public roads or highways. Customer assumes all responsibility for any applicable taxes or registration fees owed for any product purchased from Sinister Sand Sports/Paint by Yoshi Inc.

All parties signing below agree to hold Sinister Sand Sports/Paint by Yoshi, Inc. blameless in the event of injury or death. Due to the varied nature of conditions of use in an off-road environment, purchasers and other users assume any and all responsibility for the use of off-road parts, equipment, any and all inventory and services. Off-road driving by nature is a dangerous activity and injury, death, and property loss may result. Purchaser and other users understand and agree to the risk as their sole responsibility. By signing this Disclaimer of Warranty and Release of Liability, purchaser and other users are indemnifying Sinister Sand Sports/Paint by Yoshi, Inc. their officers, dealers, directors, employees, and salesman from liability. Signature(s) below indicate full acknowledgment of the contents of this disclaimer of warranty and Release of Liability.

It is expressly understood and agreed between purchaser and Sinister Sand Sports/Paint by Yoshi Inc. as part of the bargain between Sinister Sand Sports/Paint by Yoshi Inc. and purchaser, and in consideration for doing business with each other, all purchasers take, select and purchase of said off-road parts, equipment, and any and all inventory and services from Sinister Sand Sports/Paint by Yoshi, Inc. "as is" and "with all faults" and Sinister Sand Sports/Paint by Yoshi Inc. shall always provide purchaser with a full and complete opportunity to examine, at purchasers leisure and convenience, any off-road parts, equipment, any and all inventory or services when purchasers contemplate purchasing from Sinister Sand Sports/Paint by Yoshi, Inc. Purchasers understand and agree that no officer, director, employee, dealer, or salesman of Sinister Sand Sports/Paint by Yoshi, Inc. has any authority to make statements contrary to the terms of this agreement. On the contrary, Sinister Sand Sports/Paint by Yoshi Inc. disavows any statement contrary to what is herein above written.

Only 5 bolt hubs and wheels are to be used for driving. Although 3 lug hubs are available for use with stock smart rims, it is understood by purchaser that 3 BOLT HUBS ARE NOT TO BE USED FOR DRIVING. 3 bolt hubs are only to be used for transport on trailers or for rolling of non running vehicles. IF A CONVERSION KIT IS DRIVEN WITH 3 BOLT HUBS, THEY WILL BREAK.

Signing parties below assume all responsibility for any and all actions or use of any product purchased by Sinister Sand Sports / Paint by Yoshi Inc.

Date: _____ Name: _____

Phone: (____) _____ Phone: (____) _____

Address: _____

City / State / Zip: _____

Signature: _____