



**Alpha Tubular Motors LLC
WEBSITE TERMS & CONDITIONS**

Last Updated: June 23, 2022

These Website Terms & Conditions (these “**terms**”) contain the general terms and conditions that apply to customers and users (collectively, “**users,**” or “**you**”) of the online services, products, documentation, data, and programs made available through Alpha Tubular Motors LLC’s (“**Alpha**”) website (www.alphamotors.us) (collectively, the “**services**”). Alpha is a company organized and operating under the laws of the State of California.

These terms are an agreement between you and Alpha. **Please read these terms carefully as they govern your conduct when using the services.** These terms are incorporated into and are supplemental to Alpha’s Privacy Policy and any written agreements you may have with Alpha, including but not limited to any purchase order. Unless you have a specific, written agreement with Alpha providing otherwise, these terms apply to you every time you use the services.

By using the services, such as by accessing an Alpha website, you accept and agree to be bound by and abide by these terms. By using these services you represent and warrant (a) you are 18 years of age or older; (b) you have good right, title, and authority to enter into these terms on your own behalf and on behalf of any entity or person whom you purport to represent (which entity shall be considered part of you for purposes of these terms); (c) the use of these services and the entering into of these terms has been duly authorized and approved by any entity or person whom you represent; and (d) effective as of the date you first use the services, these terms constitute valid and binding obligations enforceable against you as described herein. **If you do not agree to these terms or if you are unable to make the foregoing representations and warranties, you must not use the services.**

1. GRANT OF LICENSE

The services, including all products, displays, images, video, and audio, as well as the design, selection, and arrangement thereof, are owned and provided by Alpha.

Alpha hereby grants you a non-exclusive, non-transferable, non-sublicensable, worldwide license to use the services subject to the restrictions in these terms. Alpha expressly reserves any rights not expressly granted herein. You are solely responsible for any hardware, software, and telecommunications necessary to access the services, and Alpha makes no warranty or guaranty that the services will always be available or will not change.

These terms and this license do not create or evidence any agency, partnership, joint venture, or employment relationship between you and Alpha.

2. LICENSE & USE RESTRICTIONS

Except as expressly authorized under these terms or in a separate written agreement between you and Alpha, you may not:

- copy, modify, or create derivative works of the services, in whole or in part;
- rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the services;
- reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the services, in whole or in part;
- remove any proprietary notices from the services;
- use the services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- combine or integrate the services with any software, technology, services, or materials;
- design or permit any applications to disable, override, or otherwise interfere with any of Alpha's communications to end users, consent screens, user settings, alerts, warnings, or the like;
- use the services to replicate or attempt to replace the user experience of the services in another application;
- attempt to cloak or conceal your identity when requesting authorization to use the services;
- use the services in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email or spam, multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities;
- bully, intimidate, or harass other users, or use the services in any manner that is threatening, abusive, violent, harmful, or invasive of another's privacy;
- use the services to collect, disclose, or otherwise process another's personal information without their consent to do so or in any other way in violation of applicable law;
- impersonate another user or any other person or entity, or otherwise falsely state or misrepresent your affiliation with a person or entity; or

- use the services in any manner that Alpha determines in its sole discretion is abusive or harmful.

You also agree that you shall only use the services in a manner that complies with all applicable laws in the jurisdictions in which you use the services, and that you shall not violate or infringe the rights of any third party.

Any such use of the services that, as determined in Alpha's sole discretion, violates these restrictions shall immediately and automatically terminate your license to use the services without notice.

3. FEES & REFUNDS

Alpha reserves the right to charge for any use of the services. You may be required to pay via direct charge to a credit or debit card for some services offered. You hereby authorize Alpha to charge your credit or debit card to pay for any charges that may apply to you. All charges shall be at the then current prices. Refunds and prorated refunds are not available in any form.

You must notify Alpha of any changes to your card account (including, without limitation, modification of your applicable account number or cancellation or expiration of the account), your billing address, or any information that Alpha may need to charge your account. Failure to make any payment as set forth herein shall be deemed to be a material breach of these terms and may result in the immediate termination of your license to use the services by Alpha.

In the event of any collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, reasonable attorneys' fees, court costs, and collection agency fees. All charges shall be exclusive of any applicable taxes. You are responsible for the payment of all federal, state, and local sales, use, value added, excise, duty, and any other taxes assessed, other than taxes based on Alpha's net income.

Alpha reserves the right to change or make exceptions to the fee structure and refund policy at any time and for any reason.

4. TERM & TERMINATION

These terms shall apply so long as you are using the services. Alpha may terminate your access to the services at any time for any or no reason, unless otherwise provided in an express, written agreement between you and Alpha. Upon termination of your access to the services, you shall immediately discontinue use of the services. These terms shall survive termination of the services to the extent applicable.

5. MODIFICATION & DISCONTINUATION OF SERVICES

Alpha may, in its sole discretion and at any time, modify or discontinue the services in whole or in part. If Alpha modifies its services, you may be requested to accept modified or new terms before continuing your use of the services. If you do not accept the amended terms, you will not have access to the services. Alpha may discontinue its services at any time without notice. Any

dated information is published as of its date only, and Alpha does not undertake any obligation or responsibility to update or amend any such information.

6. PROPRIETARY RIGHTS

The services, including, without limitation, any of Alpha's products, Internet operations, design, content, hardware designs, algorithms, software (in source and object forms), user interface designs, other templates and designs, including, without limitation, templates and designs of goods offered or sold, algorithms, architecture, class libraries, and documentation (both printed and electronic), know-how, good will, moral rights, trade secrets, and any related intellectual property rights throughout the world, and any derivative works, improvements, modifications, enhancements, or extensions thereof shall remain the sole and exclusive property of Alpha, and you shall have no interest in them whatsoever. Alpha is the sole owner of its services. All right, title, and interest in and to the services are and will remain Alpha's exclusive property.

Our intellectual property rights in the services are protected by copyright and trademark laws of the United States and international treaties, as well as other domestic and international laws. Nothing in these terms gives you a right to use Alpha's trademarks, logos, domain names, or other distinctive brands. There is also nothing in these terms that gives you the right to copy the services, to copy any feature or portion of the services, or create a derivative of the services, all of which is expressly prohibited.

Unless prohibited by law, any feedback, comments, or suggestions you may provide regarding the services are entirely voluntary, and Alpha will be free to use your feedback, comments, or suggestions as Alpha sees fit and without any obligation or approval to you whatsoever.

7. SUBMISSIONS & USE BY OTHERS

You are solely responsible for the contents of your transmissions through the services. It is a condition of your use of these services to ensure all the information you provide to Alpha is correct, current, complete, and that you have the right or authorization to submit such information. Your use of the services is subject to all applicable local, state, national, and international laws and regulations and the license and use restrictions set forth above.

You agree to monitor the use of the services by any other person, whether an employee, agent, or otherwise, who is acting on your behalf or at your direction for any activity that violates applicable laws, rules, and regulations or any of these terms, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of the services from further use of the services. You agree to provide a resource for users of the services to report abuse of the services at your operations. As between you and Alpha, you are responsible for all acts and omissions of your end users in connection with yours and their use of the services. You agree that you are solely responsible for posting any privacy notices and obtaining any consents from your end users required under applicable laws, rules, and regulations for their use of the services and you represent and warrant that you have provided such notices and obtained such consents before submitting or allowing end users to submit information to Alpha.

8. INDEMNIFICATION

You agree to immediately notify Alpha of and indemnify and hold Alpha, its parents, subsidiaries, affiliates, officers, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the services, (including any breach of security attributable to your use of the services), the violation of these terms by you, or infringement by you, or another user using your computer, of any intellectual property or other right of any person or entity.

9. INFORMATION PURPOSES ONLY

THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY. YOU ACKNOWLEDGE THAT THE INFORMATION MADE AVAILABLE THROUGH THE SERVICES MAY NOT BE ACCURATE, TIMELY, COMPLETE, OR FIT FOR YOUR PARTICULAR PURPOSE. THE INFORMATION AND OTHER MATERIAL AVAILABLE ON THE SERVICES IS OF A GENERAL NATURE AND DOES NOT ADDRESS THE CIRCUMSTANCES OF ANY PARTICULAR INDIVIDUAL OR ENTITY. YOU ASSUME THE SOLE RISK AND RESPONSIBILITY OF EVALUATING THE INFORMATION AND OTHER MATERIAL AVAILABLE THROUGH THE SERVICES BEFORE MAKING ANY DECISIONS. YOU AGREE NOT TO HOLD ALPHA LIABLE FOR ANY DECISION YOU MAKE BASED ON THE INFORMATION OR MATERIALS AVAILABLE ON THE SERVICES.

10. DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ALPHA (INCLUDING, WITHOUT LIMITATION, ITS PARENTS, AFFILIATES, INDEPENDENT CONSULTANTS, SUBCONTRACTORS, DISTRIBUTORS, OR ANY CLIENT OF ALPHA (COLLECTIVELY, "**ALPHA THIRD PARTIES**")) ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, OR MIS-DELIVERY OF THE SERVICES, OR FOR FAILURE TO STORE ANY OF YOUR DATA.

ALPHA AND ALPHA THIRD PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, QUIET ENJOYMENT, TITLE, MERCHANTABILITY, AND INFORMATIONAL CONTENT.

NEITHER ALPHA NOR ANY ALPHA THIRD PARTIES MAKE ANY WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR OR VIRUS-FREE. NOR DO ALPHA OR ANY ALPHA THIRD PARTIES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT ANY ERRORS IN THE INFORMATION PRESENTED IN THE SERVICES WILL BE CORRECTED, REGARDLESS OF ALPHA'S KNOWLEDGE OF ANY SUCH ERROR.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO A COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. ALPHA DOES NOT GUARANTEE THE SECURITY OF THE SERVICES OR THE PREVENTION FROM LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, YOUR DATA, OR THAT THE SERVICES WILL BE FREE OF VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS.

ALPHA MAY MODIFY, SUSPEND, OR DISCONTINUE OFFERING THE SERVICES AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR COMPENSATION TO YOU. THE SERVICES MAY BECOME UNAVAILABLE DUE TO MAINTENANCE, OUTAGE, OR ANY OTHER REASON WHATSOEVER. ALPHA MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER RELATING TO OR RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES, MISTAKES, OMISSIONS, SERVICE INTERRUPTIONS, DELETION OF FILES, LOSS OR MODIFICATION OF CONTENT OR DATA, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, COMMUNICATION FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO ANY SERVER, RECORDS, PROGRAMS, OR SERVICES, WHETHER OR NOT LIMITED TO CIRCUMSTANCES BEYOND ALPHA'S CONTROL.

THE SERVICES MAY CONTAIN LINKS TO THIRD-PARTY WEBSITES NOT AFFILIATED WITH ALPHA IN ANY WAY. THESE LINKS ARE PROVIDED TO YOU ONLY AS A CONVENIENCE AND ARE NOT UNDER ALPHA'S CONTROL. ALPHA IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED WEBSITE, OR ANY LINK CONTAINED ON A WEBSITE LINKED THROUGH THE SERVICES. THE LINKS ALPHA PROVIDES DO NOT IMPLY THAT ALPHA HAS ENDORSED ANY THIRD-PARTY WEBSITE THAT A LINK IS PROVIDED FOR.

ALPHA MAKE NO REPRESENTATION OR WARRANTY THAT THE INFORMATION PROVIDED VIA THE SERVICES IS APPROPRIATE OR AVAILABLE FOR USE OUTSIDE THE UNITED STATES. IF YOU CHOOSE TO ACCESS THE SERVICES FROM OUTSIDE THE UNITED STATES, YOU DO SO ON YOUR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS, IF AND TO THE EXTENT LOCAL LAWS ARE APPLICABLE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

11. LIMITATION OF LIABILITY

IN NO EVENT WILL ALPHA, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS AND EMPLOYEES, OR ANY ALPHA THIRD PARTIES BE LIABLE TO YOU FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL

DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE FOR LOSS OF PROFITS, REVENUE, OR GOODWILL, USE, DATA OR OTHER INTANGIBLES, WHETHER THE CLAIM IS BASED UPON CONTRACT, BREACH OF WARRANTY, TORT, OR OTHER THEORY, RESULTING FROM OR CONCERNING THE USE OR THE INABILITY TO USE THE SERVICES OR YOUR FAILURE TO COMPLY WITH THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AND AGGREGATE LIABILITY OF ALPHA OR ANY ALPHA THIRD PARTIES FOR ANY CAUSE OF ACTION OR REASON WHATSOEVER EXCEED ANY AMOUNTS PAID BY YOU TO ALPHA, OR, IN THE EVENT YOU HAVE PAID NO SUCH AMOUNTS, \$100.00 USD. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THESE TERMS IS TO DISCONTINUE THE USE OF THE SERVICES. THE LIABILITY OF ANY PARTY UNDER THESE TERMS SHALL BE CUMULATIVE AND NOT PER INCIDENT. ALPHA DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO:

1. ANY ERRORS IN OR OMISSIONS IN THE SERVICES AND ITS CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS;
2. ANY ERRORS OR OMISSIONS FROM RESULTING FROM YOUR USE OF THE SERVICES;
3. ANY THIRD-PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS ON ALPHA'S WEBSITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM;
4. THE UNAVAILABILITY OF THE SERVICES, ALPHA'S WEBSITE, OR ANY PORTION THEREOF;
5. YOUR USE OF THE SERVICES AND/OR ANY ERRORS OR OMISSIONS IN DATA ENTRY BY YOU; OR
6. YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SERVICES.

YOU MUST COMMENCE ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF THE SERVICES WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

12. NOTICES

Unless otherwise provided herein or in another express, written agreement between you and Alpha, notices given by Alpha to you will be given by email. Notices will be sent to the email address you provide to Alpha in using the services, or to updated addresses which you provide to Alpha via notice consistent with this paragraph. Notices given by you to Alpha must be given by

email to sales@alphamotors.us or such updated address and number as Alpha may provide you consistent with this notice provision.

Notwithstanding anything herein to the contrary, it is your sole responsibility to update your address for notices hereunder, and notice sent to the email address last provided by you to Alpha shall be valid and binding on you regardless of whether such address has been changed, canceled, has expired, has been terminated, or otherwise becomes inoperative.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

13. GOVERNING LAW, JURISDICTION, & VENUE

These terms shall be governed by and construed in accordance with the laws of the State of California notwithstanding any conflict of laws provisions. You irrevocably and unconditionally: (i) consent to submit to the exclusive jurisdiction of the state and federal courts of California located in San Bernadino County (the “**California Courts**”) for any litigation or controversy arising out of or relating to these terms, (ii) agree not to commence any litigation arising out of or relating to these terms except in the California Courts, and (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum.

14. GENERAL

These terms set forth the entire agreement between you and Alpha regarding your use of the services. These terms supersede all prior agreements, writings, commitments, and discussions unless otherwise indicated. If any provision of these terms is held by a court of competent jurisdiction to be contrary to law, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Any failure to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing. The section titles in these terms are solely used for the convenience of the parties and have no legal or contractual significance. These terms may be assigned in whole or in part by Alpha. These terms may not be assigned in any manner by you without the prior express, written permission of Alpha.

Alpha may revise these terms at any time in Alpha’s sole discretion by providing you with email notification of the same. Continued use of Alpha’s services following any change constitutes your acceptance of the change.

If you have questions regarding these terms, please contact Alpha at sales@alphamotors.us.