



Terms and Conditions

Authorization: By signing your initial estimate you, the customer, hereby authorize the work listed on the final estimate to be completed along with the necessary material and hereby grant BSP Motor Sports, their agents and/or employees the right to operate the car, truck, or vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection and/or delivery.

General: BSP Motorsports specializes in exotic & general automotive maintenance, service & repairs, including but not limited to; Vipers, Racing Upgrades, track support, luxury import care and maintenance, special mechanical needs, custom work, etc. Due to the highly specialized nature of the work, a 50% deposit of estimated invoice total is required at the time the estimate is approved by the customer, with the remainder to be tendered upon completion of the project, upgrade, or repair [hereafter "Completion"]. Failure to remit payment within 31 days of completion may result in BSP Motorsports obtaining a mechanics lien on the vehicle in question and could result in that vehicles sale at public auction to recoup and/or recover costs incurred by BSP Motorsports in satisfaction of client request for completion, pursuant to Title 5, Chapter 53 of the Texas Property Code (Tex.Prop.Code.Ann.§53.5021). An express mechanic's lien is hereby acknowledged. This will include a storage fee of up to \$25 per day for vehicles not picked up within the contracted for or agreed upon time following completion (usually 2 days). Notwithstanding any other law and except as provided by Section 53.282, any contract, agreement, or understanding purporting to waive the right to file or enforce any lien or claim created under this chapter is void as against public policy. BSP Motor Sports is not responsible for loss or damage to the vehicle or articles left in the vehicle in the case of theft, fire, or Acts of God.

Parts and Labor Warranty: Parts and labor warranties are 100% for 90 days or 4000 miles. This warranty is limited to work done on this vehicle for this visit only. Vehicle must be returned to our shop at customer's expense to honor warranty. Labor expenses incurred due to a parts failure are responsibility of customer or parts manufacturer. It is the customer's responsibility to seek compensation from the manufacturer. Deposits are non-refundable. No cash returns. No refunds on installed wheels or tires. No returns on special orders or discontinued items. All returns are subject to a 15% handling charge.

Disclaimer Regarding Enhanced Performance Modification & Waiver of Liability (as applicable): BSP Motorsports expressly disclaims any civil, criminal, tortious, financial, or commercial liability for the use of "off-label" modifications to motor-vehicles and any damage to persons or property incurred therein by the willful conduct of the operator of a motor vehicle utilizing these modifications. The title holder to a vehicle with such modifications hereby agrees to hold BSP Motorsports and it's/their agents harmless for any injury or damage incurred as a result of the operation of a vehicle with requested and intentional performance modification(s) correctly performed by BSP Motorsports at the title holders request.

Disputes: In the unlikely event that a dispute arises that cannot be resolved between BSP Motorsports and Customer, any claim or controversy arising out of or relating to this Agreement, the breach of this Agreement, or the commercial or economic relationship of the Parties to this Agreement will be settled by arbitration according to the procedures described in this Section, and a judgment may be entered upon the award rendered by the arbitrator(s) in any court of proper jurisdiction. The Parties agree to submit the dispute to arbitration according to the procedures described in this Agreement. A judgment may be entered upon the award rendered by the arbitrator(s) in any court of proper jurisdiction.] Commencement of the Arbitration. A Party may begin arbitration by serving the other party with a written notice to commence arbitration by certified mail or electronic document transfer at the addresses set forth below. The written notice will provide a brief statement of the nature and subject of the claim, the amount of damages claimed, or the type of non-monetary relief sought. Arbitrators. If a dispute involves an amount in controversy less than \$100,000.00, there shall be one arbitrator. If a dispute involves an amount in controversy equal to or greater than \$100,000.00 or a request for non-monetary relief, there shall be three arbitrators. A single arbitrator will be selected by agreement of the Parties, or if no agreement is reached by application to a court of competent jurisdiction. When three arbitrators are indicated, each Party will designate its party-appointed arbitrator in a writing to be served upon the other Party within fifteen days after service of the notice to commence the arbitration. The party appointed arbitrators will select the third arbitrator within ten days after the appointment of the last party appointed arbitrator. Each party-appointed arbitrator must be experienced in the subject matter of the dispute and must be fully active in his or her profession or occupation. The third arbitrator must be a lawyer experienced in arbitrating disputes and shall act as chair of the panel. Each arbitrator will disclose any actual or apparent conflicts of interest or other circumstances reasonably believed to affect the arbitrator's impartiality within ten days of selection. A challenge to a party-appointed arbitrator will be determined by the third arbitrator.

A challenge to the third arbitrator will be determined by the party-appointed arbitrators and if they cannot agree the third arbitrator will be disqualified. If a challenge to a party-appointed arbitrator is sustained, a replacement will be selected by the Party that appointed the challenged arbitrator. If a challenge to the third arbitrator is sustained, a replacement will be selected by the party-appointed arbitrators. Prior to the selection of the third arbitrator, the party-appointed arbitrators may communicate with the selecting Party regarding the general subject of the dispute and selection of the third arbitrator. The third arbitrator shall be a neutral arbitrator at all times. After the third arbitrator is selected, all arbitrators will be neutral and will have no ex parte communications with any Party regarding the arbitration proceeding or the subject of the arbitration. The arbitrators will be fully compensated in accordance with their normal hourly or per diem rates for all time spent by them in connection with the arbitration proceeding. All costs of the arbitration will be shared equally among the Parties and will be paid not less than quarterly. Administration of fees, costs and related matters will be undertaken by the third arbitrator. Location of the Arbitration. The arbitration will be conducted in the city of Frisco, TX in the county of Denton or such other location as the Parties may agree. Governing Law. The arbitration will be governed by the Texas Arbitration Act, Chapter 171 of the Texas Civil Practice and Remedies Code. Discovery and other procedural matters may generally follow Arbitration: Chapter 21 16 the Texas Rules of Civil Procedure; provided, however, that the Parties will be free to agree upon, and the arbitrators will be free to prescribe such discovery and other procedures as shall facilitate the fair, impartial and expeditious completion of the arbitration and strict compliance with the Texas Rules of Civil Procedure will not be required. Preliminary Hearing. Within 20 days after all three arbitrators have been appointed, an initial meeting among the arbitrators and counsel for the parties shall be held for the purpose of preparing a plan for the management of the arbitration. The management plan will be memorialized in an appropriate order. The plan and order may address any appropriate subject, including but not necessarily limited to the following: (a) Specification of the issues to be decided; (b) Filing of detailed statements of claim and defense and pre-hearing and other memoranda. (c) Timetable for the conduct of the arbitration. (d) The scope, timing and types of discovery, if any; (e) Exchange of documents and other evidence related to the claims and defenses; (f) Inspection of premises or other subjects of the dispute; (g) Schedule and location of hearings; (h) Authentication of documents and other evidence; (i) The extent to which expert testimony will be required, utilization of neutral experts, and efficient management of expert witnesses; (j) Any other matters that promote the efficient, expeditious and cost-effective management of the proceeding. Discovery. The arbitral tribunal shall permit and facilitate such discovery as it determines to be appropriate, taking into account the needs of the parties and the desirability of making discovery expeditious and cost-effective. Discovery may include oral depositions upon a showing of a substantial, demonstrated need. The tribunal may issue orders to protect the confidentiality of trade secrets and other confidential or proprietary information disclosed in discovery. Addresses for Service and Notice. The notice to commence arbitration and all other notices related to the arbitration will be served upon the Parties by regular mail, email, or electronic document transfer. **In the event that BSP Motorsports prevails in an action commenced by or against it, BSP motorsports is hereby entitled to full recovery of all costs of**

defending the action, up to and including but not limited to all attorneys fees and the payment of any testifying or consulting experts.

Service of Communications. After designation of the arbitrators, all papers, documents, and written communications will be served by the Parties directly upon each other and the arbitrators simultaneously. Time Limits and Schedules. The proceedings will be conducted in an expeditious manner and, to the extent possible, with a view to having the final award rendered within six months after the selection of Arbitration: If You Want It Done Right, Do It Yourself Chapter 21 17 arbitrators has been completed. The tribunal may impose time limits it considers reasonable on each phase of the proceeding, including without limitation the time allotted to each party for presentation of its case and for rebuttal. Evidentiary Proceedings. Evidentiary hearings will be conducted with reference to the Texas Rules of Evidence; provided, however, that the arbitral tribunal will have broad discretion in the admission and consideration of evidence and no evidentiary ruling of the tribunal may constitute grounds for setting aside the arbitration award except upon a showing of clear error and substantial harm. The tribunal will actively manage the proceeding as it deems best in order to make it fair, expeditious, economical and less burdensome and adversarial than litigation. The tribunal may limit the presentation time allotted to each Party and it may exclude testimony and other evidence that it deems irrelevant, cumulative or inadmissible. Transcripts. There shall be a stenographic transcript of the proceedings the cost of which will be borne equally by the parties pending the final award. Self-Authentication of Documents. All documents that a party proposes to offer in evidence shall be considered authentic unless specifically objected to by the opposing Party stating the grounds for the objection. Neutral Experts. Whenever expert testimony is required, the arbitral tribunal shall freely use its power to designate a neutral expert or experts in consultation with the Parties and shall explore with the Parties whether the retention of one or more neutral experts may obviate the need for expert testimony proffered by the Parties. Interest, Attorney's Fees, Exemplary Damages. The arbitral tribunal may grant pre-award and post-award interest at commercial rates existing during the relevant period of time. The tribunal may also award all or part of a Party's reasonable attorney's fees, taking into account the final result of the arbitration, the conduct of the Parties and their counsel during the course of the arbitration and other factors that the tribunal may deem to be relevant. The tribunal may not award exemplary damages except upon a showing by clear and convincing evidence that the offending conduct was committed deliberately with the subjective intent of causing substantial and irreparable harm. Draft of Proposed Award. Unless otherwise agreed by the Parties, the arbitrators will prepare a reasoned award. Prior to rendering a final award, the tribunal will submit to the Parties an unsigned draft of the proposed award. Within 15 days after receipt of the draft, each Party may submit to the tribunal and serve upon the other Party a written statement asserting that the proposed award contains errors of fact, law, computation, or other errors. The tribunal may in its discretion disregard the written statement of a Party perceived in substance to be merely an application for re-argument. Within 20 days after receipt of such Party statements, the tribunal shall issue its final award. The decision of the tribunal shall be by a majority of the arbitrators.

