

## **Agreement of Sale**

- **Purchaser understands and agrees that as the distributor of Berk composites, Elite Velo Solutions, LLC, did not participate in its design or manufacture and, therefore, will not be responsible for any injuries or death caused by any defect in its design or manufacturing or by any failure to warn the purchaser.**
- **Purchaser acknowledges and agrees that he made the decision to purchase a Berk composite product based on his own research and that he was not relying on any advice or representations or promises by anyone at Elite Velo Solutions, LLC.**
- **Purchaser hereby releases Elite Velo Solutions, LLC, and its officers, directors and employees from any liability for any injuries and/or damages sustained in connection with use of the Berk's products, whether caused by the negligence of Elite Velo Solutions, LLC's negligence or otherwise, and agrees not to sue Elite Velo Solutions, LLC under any circumstances.**
- **In the event the purchaser breaks his or her promise not to sue Elite Velo Solutions, LLC, then he or she will have to reimburse the company for all expenses, including attorney's fees, which it incurs in defending itself.**
- **Elite Velo Solutions, LLC is not responsible for improper assembly, maintenance, or maintenance by an unauthorized technician, installation of parts or accessories not originally intended for, or compatible with, the product(s) as sold. Examples include incorrect torque specifications, and components used with exceeded weight limits, etc., damage or failures caused by a crash, large impact, abuse of the product, non-compliance with manufactures specifications of usage or any other fractious reasons.**