AUTOMOTIX SHIPPING PROTECTION TERMS AND CONDITIONS

Revision: Draft 1.1 | Dated: June 22, 2026

PREAMBLE

These Shipping Protection Terms and Conditions (this "Agreement") govern the optional Shipping Protection service (the "Protection") offered by Automotix, LLC ("Automotix," "we," "us," or "our") in connection with orders placed through the Automotix website and affiliated sales channels. By purchasing the Protection at checkout, the customer ("Customer," "you," or "your") agrees to be bound by all terms set forth herein.

This Agreement is incorporated into and subject to the Automotix General Terms of Service and Privacy Policy. In the event of a conflict between this Agreement and the General Terms of Service, this Agreement shall control with respect to matters expressly addressed herein. This Agreement does not modify, supersede, or limit any product warranty, manufacturer representation, or return policy applicable to your order, which continue to apply independently.

Automotix reserves the right to amend this Agreement at any time by posting a revised version to the applicable webpage. Your continued use of the Protection on future orders constitutes acceptance of the then-current version of this Agreement.

Section 1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Agreement" means these Shipping Protection Terms and Conditions, as amended from time to time.

(b) "Carrier" means the third-party freight carrier, parcel delivery service, or logistics provider engaged by Automotix to transport a Covered Order from Automotix's fulfillment facility to the Delivery Address.

(c) "Claim" means a written request for resolution submitted by Customer in accordance with Section 6 (Claims Process) in connection with a Covered Event.

(d) "Confirmed Delivery" means the date and time at which the Carrier's official tracking system records a delivery scan at the Delivery Address, regardless of whether a recipient was present.

(e) "Covered Event" means a Transit Damage event, Lost Shipment event, or Theft After Delivery event, as each is defined in Section 3.

(f) "Covered Order" means an order placed by Customer through the Automotix website or affiliated sales channels for which the Protection fee has been paid at checkout.

(g) "Delivery Address" means the shipping address provided by Customer at the time of checkout for the Covered Order.

(h) "Delivery Receipt" means the Carrier's delivery receipt, bill of lading, proof of delivery document, or equivalent document tendered at the time of delivery.

(i) "Estimated Delivery Date" means the delivery date communicated to Customer at or following the time of order, as generated by the Carrier or Automotix based on standard transit times.

(j) "Invoiced Order Amount" means the total amount invoiced to Customer for the covered item(s) in the Covered Order, excluding shipping and handling charges, applicable taxes, the Protection fee, and any other ancillary fees not attributable to the covered item(s).

(k) "Lost Shipment" has the meaning set forth in Section 3.2.

(l) "Pre-Existing Condition" has the meaning set forth in Section 5.

(m) "Protection" means the optional Automotix Shipping Protection service purchased by Customer at checkout and governed by this Agreement.

(n) "Protection Fee" means the fee paid by Customer at checkout for the Protection, as set forth in the applicable pricing schedule.

(o) "Reporting Window" means the period of five (5) calendar days following Confirmed Delivery within which a Claim must be reported to Automotix, as specified in Section 6.1.

(p) "Resolution" has the meaning set forth in Section 8.

(q) "Theft After Delivery" has the meaning set forth in Section 3.3.

(r) "Transit Damage" has the meaning set forth in Section 3.1.

Section 2. COVERAGE OVERVIEW

Subject to the terms and conditions of this Agreement, the Protection covers certain Covered Events that occur during the transit and delivery of a Covered Order, beginning at the point of departure from Automotix's fulfillment facility and ending upon Confirmed Delivery at the Delivery Address. The Protection does not extend to events occurring before shipment or following Confirmed Delivery, except as expressly set forth in Section 3.3 (Theft After Delivery).

Coverage under this Agreement is strictly limited to the three categories defined in Section 3. All coverage is subject to the exclusions set forth in Sections 4 and 5, the documentation requirements set forth in Section 6, and the Claim eligibility requirements set forth throughout this Agreement. Coverage is not transferable and applies solely to the Covered Order for which the Protection Fee was paid.

Section 3. COVERED EVENTS

3.1 Transit Damage

"Transit Damage" means physical damage to a Covered Order that satisfies all of the following conditions:

(a) the damage is directly and demonstrably caused by mishandling, impact, compression, moisture exposure, or other adverse conditions occurring while the Covered Order is in the custody and control of the Carrier, from the point of departure from Automotix's fulfillment facility through Confirmed Delivery;
(b) the damage materially impairs the functional use of the affected part(s) in their intended automotive application; and
(c) the damage is documented in accordance with the claim submission requirements set forth in Sections 6.2, 6.3, and 6.4 of this Agreement.

The following conditions expressly do not constitute Transit Damage and are excluded from coverage under this Agreement:

(i) surface abrasions, paint scuffs, superficial scratches, or other cosmetic marks that do not affect the structural or functional integrity of the affected part(s);
(ii) damage resulting from, or aggravated by, Customer's handling, installation, attempted installation, storage, or modification of any part following Confirmed Delivery;
(iii) damage attributable to inadequate or improper packaging by Automotix's fulfillment facility, which shall be addressed under applicable product warranty or return policies; and
(iv) damage caused by acts of God, natural disasters, civil unrest, governmental action, or other events outside the Carrier's reasonable control.

The determination of whether a reported condition constitutes Transit Damage shall be made by Automotix in its sole and reasonable discretion, based upon available photographic evidence, Carrier records, and any applicable Carrier inspection reports.

3.2 Lost Shipments

A shipment shall be deemed "Lost" for purposes of this Agreement only when all of the following conditions are satisfied:

(a) the Carrier has failed to record a confirmed delivery scan or to provide a verifiable shipment location update for seven (7) or more consecutive business days beyond the Estimated Delivery Date;
(b) Customer has reported the issue to Automotix within the Reporting Window; and

(c) a formal carrier trace investigation has been initiated by Automotix, or by Customer at Automotix's direction, and the Carrier has been unable to confirm the location or delivery status of the shipment.

A shipment shall not be deemed Lost under this Agreement during any period in which:

(i) the Carrier has acknowledged and confirmed an active service delay attributable to weather events, natural disasters, customs or governmental processing holds, labor actions, or carrier capacity constraints; or
(ii) the Carrier's tracking system reflects an active scan event within the preceding seven (7) business days, regardless of whether the Covered Order has been delivered.

Automotix reserves the right to coordinate the trace investigation directly with the Carrier and shall notify Customer of the outcome within a commercially reasonable timeframe following the conclusion of the investigation period.

3.3 Theft After Delivery

"Theft After Delivery" means the theft of a Covered Order that has received a Confirmed Delivery scan from the Carrier, subject to all of the following conditions being met:

(a) Customer reports the theft to Automotix within four (4) hours of the Confirmed Delivery timestamp;
(b) Customer provides Automotix with a copy of a police report or official case number issued by a law enforcement agency with jurisdiction over the Delivery Address within five (5) business days of submitting the Claim; and
(c) Customer cooperates in good faith with any request by Automotix for supplementary evidence, including but not limited to residential or commercial security footage, written witness statements, or written confirmation from a building manager or property owner.

Notwithstanding the foregoing, coverage under this Section 3.3 does not apply to any shipment for which the Carrier's official tracking records reflect a confirmed recipient signature at the point of delivery. A carrier-recorded signature constitutes conclusive evidence of delivery and Customer receipt for purposes of this Agreement.

Theft After Delivery claims are subject to investigation by Automotix in coordination with the Carrier and, where applicable, the relevant law enforcement agency. Automotix does not guarantee resolution of a Theft After Delivery claim pending the outcome of any such investigation.

Section 4. EXCLUSIONS

4.1 Customer Fault Exclusions

The Protection does not apply to, and no Claim shall be eligible for coverage in connection with, any of the following circumstances, regardless of whether the Protection Fee has been paid:

(a) Incorrect or Inaccessible Address. Packages that the Carrier was unable to deliver due to an incorrect, incomplete, or inaccessible Delivery Address provided by Customer at the time of checkout, regardless of whether the error was typographical or otherwise.
(b) Refused Delivery. Packages refused by Customer or by any person present at the Delivery Address at the time of tender by the Carrier.
(c) Return-to-Sender Events. Packages returned to Automotix as a result of failed or unaccepted delivery attempts, including without limitation packages held and unclaimed at a Carrier facility beyond the applicable carrier hold period.
(d) Post-Delivery Customer Damage. Damage to any part or item occurring after Confirmed Delivery, including without limitation damage caused during or as a result of Customer's handling, storage, installation, attempted installation, or modification of the part.

For purposes of this Section 4.1, delivery is deemed complete upon the Carrier's first attempted delivery to the Delivery Address, whether or not Customer or an authorized recipient was present to accept the shipment.

4.2 General Exclusions

In addition to the exclusions set forth in Section 4.1, the Protection does not cover:

(a) any loss, damage, or event not expressly defined as a Covered Event under Section 3;
(b) any Claim submitted outside the Reporting Window, as specified in Section 6.1;
(c) any Claim for which the required documentation set forth in Section 6 has not been submitted within the applicable timeframes;
(d) any event attributable to the acts or omissions of a third party other than the Carrier; or
(e) any loss, damage, cost, or liability excluded under Section 9 (Limitation of Liability).

Section 5. PRE-EXISTING CONDITIONS

The Protection expressly excludes coverage for any damage, defect, or condition that existed prior to the Covered Order's departure from Automotix's fulfillment facility (each, a "Pre-Existing Condition"), including but not limited to:

(a) manufacturing defects or material imperfections present at the time of manufacture, regardless of when discovered;

(b) deterioration, wear, corrosion, fatigue, or degradation consistent with prior use or age, including in the case of remanufactured, rebuilt, used, core-exchange, or AS-IS components;
(c) any condition disclosed, described, noted, or apparent in product listings, order confirmations, pre-shipment inspection records, or photographs generated at or prior to the time of order fulfillment; and
(d) cosmetic or functional conditions that are inherent to the part's described grade, condition class, or terms of sale at the time of purchase.

Pre-Existing Conditions are entirely distinct from Transit Damage and are not covered under this Agreement. Such conditions remain subject exclusively to the applicable product warranty, manufacturer representations, return eligibility terms, or specific conditions of sale applicable to the Covered Order, which continue to apply independently of and are not superseded or modified by this Agreement.

Section 6. CLAIMS PROCESS

6.1 Reporting Window

All Claims must be reported to Automotix within five (5) calendar days of the Confirmed Delivery date. For Theft After Delivery Claims, Customer must additionally comply with the four (4) hour reporting requirement set forth in Section 3.3(a). Claims submitted after the applicable reporting window has elapsed are not eligible for coverage under this Agreement, and Automotix shall have no obligation to investigate or resolve any such Claim.

6.2 How to File a Claim

To initiate a Claim, Customer must:

(a) contact Automotix support through the designated support channel;
(b) provide Customer's order number and a description of the Covered Event; and
(c) submit all documentation required under Section 6.3 within the applicable timeframes.

6.3 Required Documentation — Transit Damage Claims

As a condition of eligibility for a Transit Damage Claim, Customer must submit the following to Automotix within forty-eight (48) hours of the Confirmed Delivery timestamp:

(a) clear photographs of all visible damage to the affected part(s), including close-up and wide-angle views sufficient to convey the nature and extent of the damage;
(b) photographs of the exterior and interior packaging as received, including any damage to packaging materials; and

(c) a clear, legible photograph of the shipping label as affixed to the package, showing the full tracking number, origin, and destination fields.

Time-stamped photographs are strongly recommended. Failure to submit the required documentation within forty-eight (48) hours of Confirmed Delivery may result in denial of the Claim. Automotix shall have no obligation to waive this requirement.

6.4 Carrier Notation Requirement

As a further condition of eligibility for a Transit Damage Claim, Customer is required to inspect the exterior condition of all packages and pallets at the time of delivery, before signing the Delivery Receipt.

If visible damage to the exterior packaging is observed at the time of delivery, Customer must:

(a) note such damage with specificity on the Delivery Receipt prior to signing (a "Delivery Exception Notation");
(b) if operationally feasible, photograph the damaged packaging in the presence of the delivery driver before the driver departs; and
(c) notify Automotix of the Delivery Exception Notation within twenty-four (24) hours of delivery as part of or in advance of submitting a formal Claim.

A Delivery Receipt signed by Customer or any person at the Delivery Address bearing no Delivery Exception Notation creates a rebuttable presumption that the Covered Order was tendered by the Carrier to Customer in externally good condition. Automotix may deny or reduce a Transit Damage Claim in reliance on this presumption.

In the event a Carrier driver does not permit adequate time for inspection prior to signing, Customer shall note the words "Subject to Inspection" on the Delivery Receipt and must document the condition of the packaging immediately upon the driver's departure. Customer must notify Automotix of this circumstance within twenty-four (24) hours of delivery.

6.5 Original Packaging Retention

As a condition of eligibility for any Transit Damage Claim, Customer shall retain all original packaging materials associated with the affected shipment — including but not limited to outer cartons, inner boxes, pallets, crating, foam inserts, blocking materials, bracing, strapping, and all Carrier-affixed labels and documentation — until the earlier of:

(a) written confirmation from Automotix that the Claim has been fully resolved and the packaging is no longer required; or
(b) Automotix's written release of Customer from this retention obligation.

Customer's disposal, destruction, or material alteration of original packaging materials prior to the resolution of a Claim, without prior written consent from Automotix, may result in the partial or total denial of the Claim. Automotix reserves the right to arrange a physical inspection of the original packaging at the Delivery Address, at Automotix's expense, or to provide a prepaid return label for return of the packaging to Automotix.

6.6 Part Hold Requirement

Parts that are the subject of a Transit Damage Claim must not be installed, modified, used, repurposed, or discarded prior to Customer's receipt of written Claim approval from Automotix. Any such action taken prior to written approval constitutes a material breach of Claim eligibility requirements, and Automotix reserves the right to deny the Claim in its entirety on this basis. This obligation does not restrict Customer's right to retain possession of the part at the Delivery Address during the Claim review period.

Section 7. PROTECTION FEES

The Protection Fee is a one-time, non-refundable fee assessed at checkout based on the total Invoiced Order Amount for the applicable Covered Order, in accordance with the following schedule:

Invoiced Order Amount	Protection Fee
Under $500.00	$9.95
$500.00 – $1,499.99	$19.95
$1,500.00 – $2,999.99	$29.95
$3,000.00 – $4,999.99	$39.95
$5,000.00 and above	$49.95

Table 7-A: Shipping Protection Fee Schedule

The Protection Fee is calculated at the time of checkout and is non-refundable under any circumstances, including in the event a Claim is denied, the Covered Order is cancelled after shipment, or Customer exercises any applicable return right. The maximum amount recoverable under any single Claim is limited to the Invoiced Order Amount for the covered item(s).

Section 8. CLAIM RESOLUTION

8.1 Available Remedies

Upon Automotix's approval of a valid Claim submitted under this Agreement, Automotix shall make commercially reasonable efforts to initiate Resolution within ten (10) business days of the date on which all required Claim documentation has been received, verified, and accepted by Automotix.

"Resolution" shall mean Automotix's provision of one of the following remedies, as determined by Automotix in its sole discretion based on parts availability, the nature and category of the approved Claim, and the extent of documented loss:

(a) Replacement. Provision of a replacement part of equal value and comparable specification to the item(s) that are the subject of the approved Claim; or
(b) Refund. A refund in the amount of the Invoiced Order Amount, as defined in Section 1(j).

Automotix's selection of the applicable remedy shall be final. Customer is not entitled to select a preferred remedy or to demand a remedy not listed in this Section 8.1.

8.2 Standardized Resolution Standard Across All Covered Events

The resolution standard set forth in Section 8.1 applies uniformly across all three categories of Covered Events defined in Section 3. With respect to Theft After Delivery Claims in particular, Automotix's obligation is limited to investigating the Claim in coordination with the Carrier and applicable law enforcement and, upon approval, providing one of the remedies set forth in Section 8.1(a) or 8.1(b). Automotix does not guarantee a particular outcome for any Theft After Delivery Claim.

Section 9. LIMITATION OF LIABILITY

THE REMEDIES SET FORTH IN SECTION 8.1 REPRESENT THE FULL EXTENT OF AUTOMOTIX'S LIABILITY AND OBLIGATIONS UNDER THIS AGREEMENT. AUTOMOTIX SHALL NOT BE LIABLE — UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE — FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES ARISING FROM OR IN CONNECTION WITH A COVERED EVENT, A CLAIM SUBMITTED HEREUNDER, OR AUTOMOTIX'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION:

(a) LABOR COSTS OR INSTALLATION FEES;
(b) VEHICLE DOWNTIME OR LOSS OF USE;
(c) RENTAL VEHICLE COSTS;
(d) LOST PROFITS OR LOST REVENUE; OR
(e) BUSINESS INTERRUPTION LOSSES,

REGARDLESS OF WHETHER AUTOMOTIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

IN NO EVENT SHALL AUTOMOTIX'S TOTAL LIABILITY TO CUSTOMER UNDER THIS AGREEMENT EXCEED THE INVOICED ORDER AMOUNT FOR THE COVERED ITEM(S) IN THE APPLICABLE COVERED ORDER.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you in their entirety. In such jurisdictions, Automotix's liability shall be limited to the fullest extent permitted by applicable law.

Section 10. FRAUD PREVENTION AND CLAIM INTEGRITY

10.1 Fraud and Misrepresentation

Automotix reserves the right to deny, suspend, or permanently void coverage under this Agreement — including voiding coverage on all current and future orders associated with Customer's account — with respect to any Claim that involves, or that Automotix reasonably suspects to involve, any of the following:

(a) material misrepresentation of facts relevant to the Claim;
(b) submission of fraudulent, altered, or fabricated documentation;
(c) fabrication of a Covered Event; or
(d) willful concealment of information material to the Claim.

10.2 Repeated or Suspicious Claims

Automotix reserves the right to deny coverage to any Customer who exhibits a pattern of repeated, anomalous, or suspicious Claim activity, as determined by Automotix in its sole discretion. Customers identified as engaging in such patterns may be permanently ineligible to purchase or receive benefits under the Protection on any future order.

10.3 Consequences of Fraud

In addition to the remedies set forth in Sections 10.1 and 10.2, in the event Automotix determines that a Claim was submitted fraudulently or in bad faith, Automotix reserves the right to:

(a) seek recovery of the full value of any replacement, refund, or credit issued in connection with the fraudulent Claim, including through legal action; and
(b) refer the matter to appropriate law enforcement authorities at Automotix's sole discretion.

Section 11. FOUND PACKAGES AND DOUBLE-RECOVERY PREVENTION

11.1 Found Packages

In the event that a shipment previously reported as Lost and for which a Claim has been approved or is pending is subsequently delivered by the Carrier, Customer must:

(a) refuse acceptance of the shipment at the time of delivery; or
(b) contact Automotix within twenty-four (24) hours of delivery to arrange for return of the package, at Automotix's expense, via a prepaid return label provided by Automotix.

Customer's failure to refuse delivery or to report delivery of a found package within the prescribed twenty-four (24) hour period shall constitute acceptance of the package and shall result in automatic forfeiture of any pending or approved Claim.

11.2 Double-Recovery Prohibition

Customer's acceptance or retention of a replacement shipment or refund issued under an approved Claim, while simultaneously retaining possession of the original shipment, constitutes fraudulent misrepresentation and shall result in:

(a) immediate and permanent voiding of the Protection on all current and future orders associated with Customer's account;
(b) Automotix's right to seek recovery of the full value of the replacement or refund issued, including through legal action; and
(c) referral to appropriate law enforcement authorities at Automotix's sole discretion.

11.3 Damaged Part Retention and Inspection

Parts that are the subject of an approved Transit Damage Claim must be retained by Customer in the condition received and made available for physical inspection by the Carrier's claims representative or by Automotix upon request. Automotix reserves the right to require return of the damaged part — at Automotix's expense — prior to finalizing Resolution of the Claim. Disposal, installation, modification, or transfer of the damaged part prior to inspection or return, without prior written authorization from Automotix, may result in denial or reversal of the approved Claim.

Section 12. GENERAL PROVISIONS

12.1 Separate from Warranty and Return Policy

This Agreement and the Protection are separate from and do not replace, modify, or supersede any applicable product warranty, manufacturer representation, or Automotix return policy. Those remedies continue to apply independently of this Agreement.

12.2 Non-Transferability

The Protection is non-transferable and applies solely to the Covered Order for which the Protection Fee was paid. Coverage does not pass to any subsequent purchaser of the covered items or to any third party.

12.3 Entire Agreement

This Agreement, together with the Automotix General Terms of Service and Privacy Policy, constitutes the entire agreement between the parties with respect to the Protection and supersedes all prior representations, discussions, negotiations, and agreements relating thereto.

12.4 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or the validity of the remaining provisions, which shall continue in full force and effect.

12.5 No Waiver

Automotix's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. No waiver by Automotix of any breach of this Agreement shall be effective unless it is in writing.

12.6 Amendments

Automotix reserves the right to amend this Agreement at any time. Any material amendment will be posted on the applicable webpage with a revised effective date. Customer's purchase of the Protection on a future order following the posting of any amendment shall constitute acceptance of the amended Agreement.