



21901 Ferrero Pkwy City of Industry CA 91789 Tel: 909.839.2533 Fax: 909.839.2522

Terms and Conditions Agreement

BEFORE YOU RETURN THIS AGREEMENT

1. Initial both boxes marked **INITIAL HERE** (sections 10 and 13).
2. Complete the credit card authorization on the last page and sign where marked **SIGN HERE**.
3. Send it with copies of your resale certificate, state sales tax certificate, federal tax ID and the card holder's driver's license.

Your purchases from Spec-D Tuning are made subject to these Terms and Conditions. Please review them carefully before placing your order. Spec-D Tuning's Terms and Conditions are subject to change. By purchasing from Spec-D Tuning you agree to be bound by the Terms and Conditions in effect at the time you place your order.

We object in advance to any additional or different terms you may propose, whether contained in a purchase order or in any other document or communication and regardless of whether such additional or different terms would materially alter our Terms and Conditions. Your submission of a purchase order or other authorization for products or services, or your allowing us to ship products or commence work, will constitute your acceptance of all of our Terms and Conditions, except to the extent specifically consented to by us in a written confirmation sent to you and signed by an authorized representative of Spec-D Tuning. This Agreement shall become effective as of the dates listed below and shall continue in full force for twelve (12) calendar months, unless earlier terminated in accordance with the terms and conditions herein. This Agreement will automatically be renewed until terminated by Spec-D Tuning, with or without cause and at any time, by giving written notice.

1. Required documents:

- Signed Terms and Conditions Agreement, with the credit card authorization completed and both INITIAL HERE boxes initialed
- Copy of the resale certificate
- Copy of the state sales tax certificate
- Copy of federal tax ID
- Copy of the driver's license of the card holder for verification purposes

2. Orders:

- Please contact our sales team to establish an open account. Net terms must be approved by our authorized representative and specified in this Terms and Conditions Agreement.
- Opening a wholesale account takes a \$1,000 opening deposit, paid by credit card or bank transfer. The deposit must clear before your first purchase. It's applied to your first order, and any balance carries over as credit toward your next order. Unused deposit balances are not refunded in cash, and accounts with an unused deposit balance remain open and active.
- Accounts must first be verified before placing orders.
- Each account is assigned a Spec-D Tuning wholesale rep. We accept orders by email and telephone through your wholesale rep.
- All orders and drop ship orders will be keyed under your account. All orders must include your account name, product SKU, quantity ordered, ship-to name, and address for shipping / drop-shipping purposes.
- All orders will ship complete unless otherwise requested.
- All orders must be prepaid before Spec-D Tuning can process any order, except for accounts approved for net terms.

3. Shipping:

- All shipments are subject to carrier regulations.
- We cannot guarantee on-time delivery for orders involving drop shipments, third-party billing, pickups, shipments outside the continental U.S., unauthorized transportation carriers, extreme weather conditions, or acts of God. Please inspect products immediately upon receipt and notify Spec-D Tuning of any damage or shortage within 3 days of receipt.
- Each shipment will be assessed a freight charge. You pay all shipping and handling charges on all shipments, including refusals and returns, except where Spec-D Tuning pays the shipping under sections 7 and 9.
- Orders will be shipped via United Parcel Service (UPS) standard ground service or United States Postal Service (USPS) parcel post unless otherwise requested. Next Day, 2nd Day and 3rd Day delivery can also be selected.
- Spec-D Tuning ships orders to the United States and Canada. Shipping to other countries is available on request, once the shipping cost has been approved and paid. Shipping charges on international orders are not refundable under any circumstances.
- Orders shipped to Alaska, Hawaii, the Virgin Islands and Puerto Rico might ship via air due to carrier regulations. You may choose an upgraded service level; otherwise Spec-D Tuning will select the most economical service level.
- For international shipments, you are responsible for all duties and broker fees. These charges may be billed to you after the order has shipped. If your customer does not pay the brokerage/duties/taxes, you will be billed these charges.
- Orders cannot be shipped to APO/FPO addresses.
- Orders shipped to P.O. Box addresses will be charged additional shipping surcharges, which will be billed to you.

- Shipping fees are non-refundable. For defective items, Spec-D Tuning pays the shipping on the warranty replacement instead (see section 7).
- Any additional shipping carrier surcharges applied after the order has been shipped will be billed to you.
- No shipments will be made on any account that has become delinquent.

4. Back orders and substitutions:

- Out of stock items will automatically be added to the backorder list. Items that are on backorder will be shipped out once they have arrived. The rest of the order will ship complete unless otherwise requested.
- Substitutions might be available for backordered or discontinued items. Substitutions will not be shipped without your approval.

5. Stock and availability:

- Spec-D Tuning assumes no responsibility for stock shortages or manufacturer discontinuations.

6. Cancellations:

- Orders can only be cancelled if they have not yet shipped.
- Cancellation requests need to be received and approved by an authorized representative.

7. Returns:

Your options depend on how many days have passed since the invoice date:

- **Within 30 days: refund or exchange.** Items can be returned for a refund or exchanged, for example after a change of mind or ordering the wrong item. Items must be unused, in their original packaging and in resalable condition.
- **31 to 90 days: exchange only.** Items can be exchanged but not refunded.
- **91 days to 1 year: warranty replacement only.** Items are replaced only for manufacturer defects, under the 1-year warranty.

Refunds (within 30 days) and exchanges (within 90 days):

- To request a Return Merchandise Authorization (RMA), contact your wholesale rep. You are responsible for filling out the RMA form and marking the RMA# on the outside of the shipping box for product returns. If the return reason is not valid or not as described, no credit will be issued.
- All non-defective returns will be assessed a 20% restocking fee. You are responsible for the freight on merchandise being returned to Spec-D Tuning.
- Non-defective product will only be accepted in resalable condition with all original packaging. Non-defective product will be credited at the original invoice price, less freight and handling charges and the 20% restocking fee, upon receipt of the return and item examination by Spec-D Tuning. Merchandise will not be credited if Spec-D Tuning finds it not in resalable condition.
- Refunds are issued as a credit memo to your account, not in cash (see section 10).

- For exchanges, the replacement product must be ordered as a new order with a new order number and will include freight and handling charges.
- Special orders and closeouts are not eligible for return. There may also be other items that Spec-D Tuning will not allow you to return.

Manufacturer defects (1-year warranty):

- All items have a 1-year warranty that covers manufacturer defects under normal conditions, at any time within 1 year of the invoice date, including the first 90 days.
- This warranty is offered to authorized dealers only. It does not extend to your customers or to marketplace buyers, who make warranty claims with the seller they bought from.
- Warranty claims don't require returning the product. Send your wholesale rep photos or video that show the issue, along with the product's QC identifier (a sticker or QR code), and the claim is turned around within 24 to 48 hours.
- Spec-D Tuning pays the shipping on warranty replacements.
- If a defective item has been discontinued, it will be replaced with a comparable product that matches it in performance and value.

8. Carrier loss, damage and pilferage:

- Orders must be inspected for shipping damage before the shipment is accepted.
- Damages are the responsibility of the carrier once the shipment has been released from Spec-D Tuning. You are responsible for making damage claims with the carrier as soon as the damage is detected. Please save all packaging; it must be available for inspection by the carrier. All claims must be made within 3 days of receipt of goods. No damage claims will be accepted for any reason after 3 days of receipt of goods.
- Claims for lost shipments or damage/pilferage must be reported to Spec-D Tuning once the claims are filed. The claim number must be given to Spec-D Tuning when you report the damage/pilferage.

9. Mis-shipments, mis-billings and shortages:

- Shortages, mis-shipments and mis-billings must be reported to Spec-D Tuning within 3 days of the delivery date or expected delivery date. Original boxes, enclosed documentation and packing materials should be saved.
- Any incorrect product shipments will be temporarily invoiced for inventory purposes until the item is returned and credited. This credit will offset the invoice amount. Contact your customer and return the incorrect product.
- If orders are duplicated or excess merchandise is shipped, you must contact your wholesale rep and request an RMA#. Your customer should then be contacted and the second order should be refused or the excess merchandise returned before credit will be given.
- Spec-D Tuning will not be responsible for the freight of returned mis-shipments unless the total number of mis-shipments exceeds 3% of the total number of shipments. For example, if you have made 100 shipments, on the 4th mis-shipment Spec-D Tuning will be responsible for returning the mis-shipment; no return shipping reimbursement will be issued for the first 3 mis-

shipments. To receive return shipping reimbursement, you must submit requests within 30 days from the invoice date for Spec-D Tuning to review and approve.

- Replacements for mis-shipments must be ordered again as a new order with a new order number. Spec-D Tuning will be responsible for the freight and handling charges on the replacement items.
- If you require a 100% shipment accuracy rate, additional surcharges will be applied to individual invoices. A 100% shipment accuracy rate has to be approved by Spec-D Tuning's authorized representative upon request.

10. Accounting:

- All invoices are to be paid in full based on the invoice due date. You will be responsible for collecting payment from your customers, as we will not directly bill any of your customers.
- All net terms are calculated from the invoice date.
- No cash refunds will be provided.
- If at any time you become delinquent on your payment, Spec-D Tuning reserves the right to charge your credit card for any balance owed.
- All refunds are issued as a credit memo to your account. Accounts with a credit balance remain open and active.
- There will be a \$40.00 charge for returned checks and EFT rejections for any reason, in addition to a 3% to 4% credit card merchant fee charged to your credit card.

INITIAL HERE ► _____ I accept the returned check, EFT and credit card fees above.

- In the event Spec-D Tuning retains a collection agency or attorney to enforce any of your obligations to Spec-D Tuning, you agree to pay all of Spec-D Tuning's costs and expenses associated with such enforcement, including all collection, attorney, and litigation fees.
- You agree to pay or reimburse Spec-D Tuning for any and all sales, use and excise taxes that may be imposed on you or Spec-D Tuning by any government entity as a result of any sales to you, regardless of when such taxes may be assessed, imposed, or levied.

11. Limitation of liability:

In no event shall Spec-D Tuning be liable to you under any legal theory whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, for any loss of profits or other economic loss, including, but not limited to, such losses as (i) wages paid to your employees, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement, substitute, or temporary equipment, facilities, or services, (v) costs of capital, (vi) costs or losses related to downtime, (vii) manual labor costs, or (viii) any other indirect, incidental, special, consequential, or other similar damages arising out of any claim relating to your purchases of goods or services from Spec-D Tuning, including losses resulting from your general or particular requirements or needs, whether or not Spec-D Tuning, at time of contracting, had reason to know of such requirements or needs, and whether or not such losses could have been reasonably prevented

by you by cover or otherwise. Spec-D Tuning's liability to you shall in no event exceed the purchase price of the nonconforming goods or services giving rise to Spec-D Tuning's liability to you.

12. Compliance with laws:

You agree to comply with all laws and regulations that apply to your use, or the resale or other transfer, of products that you purchase from Spec-D Tuning. In some cases, the export of products from the U.S. may be subject to restrictions or prohibitions under U.S. law. You are urged to review the materials regarding such restrictions made available by the manufacturer/supplier and, where appropriate, to consult legal counsel. In any case, however, you remain solely responsible for such compliance, and Spec-D Tuning takes no responsibility for advising you regarding such matters or for providing any necessary export licenses.

13. Intellectual property:

- The Spec-D Tuning name, logos and trademarks, and Spec-D Tuning product photos, videos, descriptions and installation guides, belong to Spec-D Tuning.
- As an authorized dealer, you may use them only to advertise and sell genuine Spec-D Tuning products purchased from Spec-D Tuning.
- You may not alter Spec-D Tuning logos or trademarks, use them for products from any other brand, or use them in a way that suggests Spec-D Tuning owns or sponsors your business, other than as an authorized Spec-D Tuning dealer.
- You may not register or use a business name, domain name, social media account or trademark that contains "Spec-D" or anything confusingly similar without Spec-D Tuning's written permission.
- Spec-D Tuning may withdraw this permission at any time. If your account is closed or permission is withdrawn, you must stop using the Spec-D Tuning name, logos and materials and remove them from your listings, websites and advertising.

INITIAL HERE ► _____ I accept the intellectual property terms in section 13.

An Authorized Signature Below Confirms The Following:

- There are seven (7) pages to the agreement, including the signature page.
- The signer agrees to abide by all terms and conditions as set forth on each of these pages.
- No changes or modifications were made to pages 1-7.
- Spec-D Tuning may charge the indicated credit card for the full amount of the signer's order(s).
- The signer agrees to pay the full cost of the order(s) without deduction in the event of any chargeback by the credit card issuer, regardless of the reason for the chargeback.
- The signer agrees not to initiate any credit card chargeback without first contacting Spec-D Tuning and working to resolve any claim or issue.

CREDIT CARD AUTHORIZATION AND SIGNATURE

Complete every field below and sign on the line marked **SIGN HERE**. Your card may be charged as described in this agreement.

Credit Card Number:

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Account Type: ☐ Visa ☐ MasterCard ☐ AMEX ☐ OTHER _____

Expiration Date: _____ Zip Code: _____ CVC/CVV/CID Code: _____

Billing Address: _____
(Address) (City) (Zip Code) (Country)

Company Name

Company Address City Zip Code Country

Customer Phone Number

Customer Fax Number

Customer Printed Name

▲ SIGN HERE: Customer Signature

Title

Date

Spec-D Tuning Representative Printed Name

Spec-D Tuning Representative Signed Name

Title

Date