



Cosworth LLC Terms & Conditions

The terms and conditions contained herein constitute the entire agreement ("Agreement") between Cosworth, LLC. ("Seller") and Buyer with respect to automotive products and parts ("Goods") and shall supersede all prior correspondence, oral communications, Buyer's purchase orders (past or present), confirmation or agreement of any agent of either party with respect to the Goods. In the event that Buyer relies on documents extraneous to this Agreement, the provisions of said documents shall not be deemed accepted by shipment, performance or otherwise unless expressly assumed by Seller.

- Prices.** All prices stated herein are F.O.B. Torrance, California, unless otherwise specified by Seller. With respect to orders scheduled for shipment sixty (60) days or more after the date hereof, Seller reserves the right to invoice such shipments according to the prices prevailing at the time of shipment. Seller hereby reserves the right, at any time, to modify or update the price of goods without notice and all changes shall become effective and binding upon subsequent modification in price.
- Terms of Payment: Retail**-Payment for Goods shall be by credit card or cash only. Seller will not accept business or personal checks.
- Terms of Payment: Wholesale**-Payment for all orders shall be with COD-Certified funds or credit card. Bank transfer payments shall incur a \$15 service fee. Unless otherwise specified herein, payment is due on delivery of purchased product. Unless a term is agreed upon between Seller and Buyer, any past due accounts shall be subject to a one and one-half percent (1.5%) per month late charge compounded monthly or the highest rate permitted by law, whichever is greater.
- Special Orders.** Special orders are deemed completed subsequent to the processing of Buyer's order. All special orders require a minimum non-refundable deposit for the entire value of the Goods. If there is a cancellation for any reason by Buyer, Buyer forfeits the entire deposit to Seller. Seller shall not be liable for late shipments. Given shipping dates are approximate and are only estimates. Buyer shall not be entitled to chargebacks, reductions in price or other offsets as a result of late shipments or failure to deliver in the estimated time of delivery.
- Backorders.** If Seller is unable to immediately fill the entire order, Seller shall notify Buyer and if Buyer so requests, Seller shall ship those goods in stock as an accommodation to the Buyer's order. The balance of the order shall be shipped on back order and the Goods shall be sent to Buyer upon receipt in stock unless otherwise directed by Buyer.
- Deliveries.** All shipping dates given by Seller are approximate only. Deliveries may be subject to delay due to, but not limited to, acts of God, strikes, labor difficulties, fire, delay or defaults of common carriers or any other delays beyond Seller's reasonable control, and Seller shall not be liable for any loss or damage arising there from. Seller represents that it possesses the skill to properly package the Goods being shipped. All Goods damaged in transit are not the responsibility of Seller. All claims are to be made with the corresponding freight or shipping company. Seller shall have the additional right, in the event of an above-referenced occurrence, to cancel this Agreement or any part of it without any resulting liability. Any delivery not in dispute shall be paid in full regardless of controversies relating to other delivered or undelivered Goods.
- Risk of Loss.** Risk of loss of the Goods shall pass to Buyer once the Goods are shipped to Buyer.
- Warranties.** Seller warrants that all Goods of the manufacturer are free from manufacturer's defects due to imperfect material or workmanship. If Goods are received by Buyer in a defective condition due to imperfect material or workmanship, and if such information is reported to Seller within 30 days, a Return Merchandise Authorization (RMA) number shall be issued by Seller to Buyer. If said Goods are deemed by Seller or appropriate manufacturer to be defective due to imperfect material or workmanship, Seller or appropriate manufacturer shall correct said Goods. **DISCLAIMER OF ALL WARRANTIES: THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT. WITH THIS AGREEMENT, SELLER EXPLICITLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**
- Returns.** All returns of Goods not covered under Provision 7 above must be reported to Seller within 30 days. Seller shall issue a Return Merchandise Authorization (RMA) to Buyer. Failure to give notice within thirty (30) days after receipt shall constitute an irrevocable acceptance of the Goods. No claim shall be made after the Goods are used, processed or changed in any manner from the original condition. All warranty cards and similar items must be properly packaged and included with the Goods and returned to Seller in the original packaging. All returns must be sent shipping prepaid. No Goods shall be returned to Seller unless Buyer has notified Seller of the reasons of the proposed returns. Any returns are subject to a twenty-five percent (25%) restocking charge.
- Limitation of Damages.** Buyer's exclusive remedy for breach of contract or warranty shall be limited to the price of the Goods only. In the event of a breach or repudiation of this Agreement by Seller, Buyer shall not be entitled to recover any incidental or consequential damages as such terms are defined in the Uniform Commercial Code.
- Performance Goods.** Seller is engaged in the selling of after-market automotive Goods and Buyer hereby warrants and represents that it has the knowledge and expertise related to said after-market automotive Goods. Seller is not liable for any misconceptions, misunderstandings or disappointments associated, related to or concerning said after-market automotive Goods.
- Taxes.** The amount of present or future sales, revenue, excise, or other taxes applicable to the Goods listed herein shall be added to the purchase price and shall be paid by Buyer, or in the alternative, Buyer shall provide Seller with a tax exemption certificate that complies with taxing authority requirements.
- Authority of Seller's Agents.** No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the Goods. Unless an affirmation, representation or warranty is specifically included within this acknowledgment, it has not formed part of the basis of this bargain and shall not be in any way enforceable.
- Assignment/Delegation.** Buyer shall assign no right or interest in this Agreement without Seller's written consent. Any attempted assignment without such consent shall be wholly void and ineffective for all purposes.
- Limitation on Action.** Any action brought under this Agreement shall be brought within one (1) year. No actions arising out of the sale of the Goods sold hereunder or this Agreement may be brought by either party more than one (1) year after the cause(s) of action accrues.
- Default.** On any default or breach of this Agreement by Buyer, Seller, at its option, by giving written notice to Buyer of its election to do so, may, as to this Agreement and such other agreements as may exist between Buyer and Seller: 1. cancel any and/or all agreements; and/or 2. defer shipment or delivery of all or any part until such default or breach is cured; and/or 3. cancel any undelivered portions thereof and/or demand immediate payment of all amounts owed Seller under the agreements. If Seller elects to cancel, Seller may sell all or part of the delivered Goods without notice to Buyer, except as may be required by law (and in such event five (5) days notice shall be deemed reasonable notice under the circumstances) at public or private sale, holding Buyer liable for any damages or financial loss including incidental expenses and attorney's fees resulting to Seller by reason of Buyer's default or breach. Seller shall not be limited in its rights and remedies against Buyer for any cause whatsoever to those remedies set forth herein, but shall have such other rights and remedies as may be available to it under the California Commercial Code or any other applicable laws.
- Buyer's Duty.** The duty of the Buyer is to accept and pay in accordance with the terms of this Agreement. The Buyer's duties under this Agreement encompass not only what the parties have agreed upon, but also the total obligations imposed by the Uniform Commercial Code.
- Termination/Breach.** Seller shall have the absolute right to cancel and refuse to complete this Agreement without notice (1) at any time, if any of the terms and conditions governing this Agreement are not strictly complied with by Buyer or (2) in the event Buyer's financial condition or responsibility becomes unsatisfactory to Seller, Seller shall have the right to seek adequate assurances, in writing, from Buyer to secure due performance. If Seller cancels this Agreement, Buyer shall reimburse Seller for all actual expenditures, commitments, liabilities and costs made or incurred with respect to any Goods ordered but not yet paid for by Buyer, plus loss of profit, less any net recovery to Seller on disposition of such items to others within a period of thirty (30) days after the cancellation. If this agreement is canceled by Buyer, Seller may retain all or a portion of any down payment or deposit to cover the costs and expenses incurred due to such cancellation.
- Attorney Fees.** If either Seller or Buyer commences any action at law or in equity to enforce or interpret the terms of this Agreement, each side shall bear their own costs, attorney fees and any other related costs associated with said proceedings.

20. **Waiver.** Except as may be expressly provided in a writing signed by the parties to this Agreement, the failure or delay of either party to this Agreement to insist in any instance on strict performance of any provision of this Agreement shall not be construed as a waiver of that provision or the relinquishment of any rights under that provision in the future, but the provision shall continue and remain in full force and effect.
21. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective only to the extent of such invalidity or unenforceability and only as to such jurisdiction without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of these terms or provisions in any other jurisdiction.
22. **Modification.** This agreement may not be modified or rescinded except by express written agreement signed by both parties.
23. **Indemnification.** Buyer hereby agrees to defend, indemnify, protect and hold Seller, its parent, subsidiary and affiliated entities, as well as each officer, director, employee, representative, agent, dealer, successor and permitted assign of any of the above harmless from and against any and all expenses, damages, claims, demands, suits, losses, actions, judgments, proceedings, liabilities and costs whatsoever arising out of: (i) Buyer's breach, misrepresentation or non-performance under this Agreement; or (ii) Negligence or willful misconduct of Buyer or its agents and employees which arise out of Buyer's performance or non-performance under the terms of this Agreement; or (iii). An accident, injury, property damage or death that in any manner relates to this Agreement, including, without limitation, those actions or other liabilities to third persons and their heirs, legal representatives, successors and assigns; or (iv) Buyer's failure to comply with any and all federal, state, local laws, rules, and/or regulations; or (v) any payment owed by Buyer to persons or entities benefiting from this Agreement; or (vi) All other activities of Buyer reasonably connected with this Agreement.
24. **Sales and Use Tax.** Buyer represents that it holds the appropriate and necessary local, state, and federal licenses and/or permits to purchase and resell the Goods; Buyer represents that it is engaged in the business of selling Goods; that all Goods purchased from Seller will be resold in the form of tangible personal property. If said Goods are used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that Buyer is required by the Sales and Use Tax Law to report and pay tax measured by the purchase price of said Goods or other authorized amount.
25. **Governing Law.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of California. The parties specifically agree to submit to the jurisdiction of the courts of California, with venue in Los Angeles County.
26. **Miscellaneous**
 1. Some automotive Goods for sale by Seller have been designed and are intended for off-highway application only. Federal and/or State laws may prohibit the removal, modification, or rendering inoperable of any device or element of design or performance affecting vehicle emission or safety in a vehicle used on public highways. Violation of such laws may subject the owner or user to a fine or penalty. Installation of this part may void the warranty coverage, if any, on the vehicle. Vehicles modified by use of performance parts may no longer be lawfully used on public highways.
 2. Except as otherwise specifically set forth herein, all Goods are sold "as-is"; neither Seller nor any agent or broker on its behalf, has made any warranties, express or implied, of any kind except as otherwise specifically set forth herein. Seller SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOSS OF PROFIT OF ANY KIND.
27. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be binding upon receipt.

Shipping & Returns

Shipping

Most orders will ship within 1-3 days. Sales tax will be added to all shipments delivered to a California address. All orders are shipped via UPS. For credit card orders, items will ONLY be shipped to the credit card billing address. Please note that UPS does not deliver to PO Boxes, APO, or FPO addresses. If an order cannot be shipped to the billing address, please call us at (310) 534 1390

Returns

Cosworth LLC stands behind the quality and condition of all merchandise sold. All products are covered by Original Equipment Manufacturer's warranty. Cosworth LLC representatives are available to assist with manufacturer's warranty service, exchange and repair if any item proves defective. Please note warranty policies differ by manufacturer.

Some products are not returnable under any circumstances. Please see the important exceptions outlined below.

Returns Process

Cosworth LLC offers a 30 day return policy on selected merchandise. All non-defective returns are subject to a 25% restocking fee of the purchase price of the product. Shipping and handling fees are non-refundable. All returned items must be in original condition with all packing materials, including instructions and manuals, accompanied by sales invoice.

Before returning anything, contact us for a RMA number 310 534 1390

The RMA number must appear clearly on the shipping label affixed on the outside of all return shipments. Please do not mark the original packaging in any way. Packages must be shipped to Cosworth LLC, Torrance Ca. with freight charges PREPAID. We will not accept any packages sent FREIGHT COLLECT.

Cosworth, LLC accepts no responsibility for lost, stolen, or damaged packages. We strongly suggest sending packages with insurance and proof of delivery or using a carrier that can provide a tracking number to protect customer's interest in the shipment.

Returns must be complete in resalable and original condition with all boxes, packing materials, manuals and accessories intact. Cosworth LLC reserves the right to refuse returns on any product that fails to conform to these requirements.

When calling to check on the status of a return or warranty, refer to the RMA number given to you.

Defective Returns

A Return Merchandise Authorization (RMA) number for defective returns can only be issued for exchange or repair, at our discretion, within 30 days from date of original shipment.

If your merchandise arrives malfunctioning or appears to be defective, Cosworth, LLC will make every effort to assist you with technical support.

Unauthorized Returns or Refused Shipments

Cosworth, LLC cannot accept unauthorized returns or exchanges. Deliveries lacking a valid Return Merchandise Authorization (RMA) number will be refused and returned to sender. Cosworth, LLC will impose a 25% restocking fee plus any applicable shipping and handling charges for shipments refused by the customer. Additional charges may apply if the merchandise returned is not in identical condition as originally shipped, unopened and with complete packaging materials intact.

To avoid delays and extra charges on unwanted shipments, customers must accept delivery and then complete an RMA Request Form. By following this procedure account credits can be expedited for valid returns in accordance with company policy. Refused shipment complicates the process which could delay resolution for several weeks. Credit requests cannot be processed until returned product is received and inspected by the Cosworth, LLC Returns Department.

Order Cancellations

If for any reason you decide to cancel an order please contact a Cosworth, LLC representative immediately at (310) 534 1390. If your order has not yet shipped, we can usually cancel the order upon notification, with the exception of special order items.

If your order has already been shipped it may not be eligible for cancellation. If the cancellation request is received after an item has shipped Cosworth, LLC will gladly accept a return consistent with our non-defective return policy. However, no refunds are available for shipping and handling fees and customer

bears sole responsibility for all return shipping costs. Please note that Cosworth, LLC reserves the right to charge a 25% restocking fee for all order cancellations received after an item has shipped.

Credits

Credits can only be issued after a product is received, inspected and processed by Cosworth, LLC. Please note that after a credit has been issued, your financial institution controls when the credit will be reflected on your statement. Please allow one to two billing cycles or contact your credit card company for more details.

IMPORTANT EXCEPTIONS TO RETURN POLICY:

All special order and custom items cannot be exchanged or returned to Cosworth LLC under any circumstance - ALL SALES ARE FINAL FOR SPECIAL ORDER AND CUSTOM ITEMS.

Some sale and clearance items will not be eligible for exchanges or returns.
Please call our office for details.