

# Standard Terms & Conditions

The undersigned customer ("Customer") agrees to BK-MOTORSPORT INC. Terms and Conditions as set out below.

## 1. Payment for Goods

a. "Goods" mean goods sold by BK-MOTORSPORT to Customer described in any BK-MOTORSPORT invoice. Customer agrees to pay all sums as due. Unless otherwise agreed in writing, orders must be paid in advance. Customer agrees that if it fails to pay any agreed payment when due, such unpaid sum shall incur interest at 10% per annum or the highest rate allowed by law, whichever is higher. All sales are final upon receipt of the purchase price. BK-MOTORSPORT may accept Customer credit card payments or C.O.D. "Company Check" upon approval of the "application for COD or Credit Card terms". BK-MOTORSPORT reserves the right to hold orders on any account over 30-days late, and place that account on a credit hold until current. All America Customers must furnish BK-MOTORSPORT with a completed resale certificate.

b. Any returned check will place Customer's account on "prepaid only" status. Accounts must be cleared in full before BK-MOTORSPORT will, at its sole discretion, evaluate whether account may return to company check status. In addition to all other remedies available, BK-MOTORSPORT will assess and Customer agrees to pay a \$35 fee for all returned checks.

c. BK-MOTORSPORT reserves the right to change its prices at any time.

## 2. Discount / Sale Policy

BKM offers discounts with specific start and end dates. The discounts are temporarily, therefore BKM won't be able to credit back if purchase was made before the sale started, or won't be able to offer discount price once discount expired. BKM also is not required to announce their sale ahead of time, it is the customer sole responsibility to keep up with BKM current events.

## 3. Change Orders

Customer shall pay BK-MOTORSPORT for any amounts due for changes/modifications/alterations relating to Goods as part of the purchase price. In such event Customer must execute a written change order.

## 4. Shipping with and without insurance

BKM offers multiple shipping options to meet everyone needs. BKM offer shipping with and without shipping cost. Customers who do not purchase insurance are responsible of their shipment from the moment it leaves the BK-Motorsport warehouse. It will be the customer sole liability if anything happens to product, such as damage caused by the shipping company or if the product gets lost and other inconveniences that may occur once it leaves BKM warehouse. BKM will not offer refund, exchanges or credit back to customer in the case of no insurance on the shipment.

Customers who do purchase insurance BKM will take full responsibility for shipments from the warehouse to the customer preferred address, if anything were to happen to the product on the way BKM will handle it for them the best and fastest way ( resending, exchanging, partial refund).

## **5. Delivery**

Customer orders are shipped by BK-MOTORSPORT via standard air freight unless specifically negotiated otherwise. Express and same-day delivery may be available at extra charge. Free freight may be available under certain circumstances at discretion, but shall not be available if account 60-days past due. BKMOTORSPORT does not guarantee delivery by a specific date and Customer acknowledges any proposed date provided by BK-MOTORSPORT shall only be an estimate. This shall not in any way be deemed a "time is of the essence" clause, but BK-MOTORSPORT will use best efforts for delivery of Goods by the proposed date or as soon as possible thereafter.

## **6. International shipping**

If BKM ships to customer internationally it is the customers sole responsibility to know its own countries rule and regulations. BKM is not responsible of any taxes and fees that different country imposes on products shipped internationally.

## **7. Local Pick Up Policy**

If you select local pick up as the shipping option, please note that only the customer whose name is shown on the purchase order will be able to pick up the product from our warehouse. Also please note that purchases can take 2-3 day to process and be available for pick up. BKM team will be in touch with you once your order is ready and schedule a pick up appointment. For the pick up appointment, you need to bring your ID and you will be required to sign and print your name on invoice. If your name doesn't match your order BKM is entitled to hold on to the product.

## **8. Inspection at Delivery**

Customer shall inspect Goods on delivery. Shortages or damages to Goods must be noted by Customer on the freight bill or bill of lading upon delivery. In addition, Customer must alert BK-MOTORSPORT of any damage or shortage within 3-days of delivery, via e-mail or in writing. If Customer fails to take either of these steps, BK-MOTORSPORT shall be entitled to assume there were no shortages or damages.

## **9. Refusals, Returns & Costs**

**a.** Customer shall only have 14 days from ship date to return Goods ordered from stock to BK-MOTORSPORT subject to a restocking fee of 25% on the sales price of the specific item and related shipping charges. Discontinued Goods and Goods returned more than 14 days from delivery will not be accepted. BK-MOTORSPORT will also charge a 25% restocking fee, plus shipping charges, for all refusals. Upon a refusal, BK-MOTORSPORT may place Customer's account "on hold" until paid in full. BK-MOTORSPORT shall not be responsible or liable for any damages that may occur to Goods during shipment. Customer agrees that if BK-MOTORSPORT is charged for any non-qualification or related credit card fee on any credit card payment or transaction by Customer relating to Goods, BK-MOTORSPORT may immediately charge or debit Customer's credit card or other account in that amount.

**b.** All returned Goods must have a Return Authorization Number ("RAN") from BK-MOTORSPORT and be returned in original packaging or they will not be accepted. A copy of the invoice must accompany any return and the RAN must appear prominently on the outside of the box. Authorized returns will result in issuance of a refund check, account credit, repair, or replacement at its discretion. Refunds/credits will not be issued under \$5.

c. Buyer pays for return shipping. Item must be in original condition, packaging. Test fit is accepted. However absolutely NO tool marking, grinding, filing, sanding, cutting, modification, or any kind or visible damage, no painting.

d. Return Shipping: BKM is not responsible for shipping costs associated with warranty claims, the customer is responsible for covering shipping costs to and from BKM, even in the event that a part is warranted or deemed defective and replaced. Warranty claims in most cases require parts to be returned to BKM to be inspected, once we determine the cause of the defect is from manufacturing and not from wear or mis-use, the warranty process can begin. In rare cases we can confirm the warranty claim via picture or video, especially if the failure is a known, documented issue.

e. Inspect your parcel carefully. If you receive an item that is damaged, notify the delivery company within 12 hours (for FedEx call 1-800-GO-FEDEX, for UPS call 1-800-PICK-UPS, for USPS go to [www.usps.com](http://www.usps.com)). Do not discard any of the box, shipping label, packing material, or broken items. The delivery company must pick up the damaged goods and provide you with a claim number. If more than 24 hours passes nothing can be done about a damaged delivered package. You may provide us the claim number so we can follow up on the claim status. This may take up to several weeks. We are unable to send our replacement items until the claim is approved, or a payment is made for the 2nd shipment. We will issue a refund to your account promptly upon receiving reimbursement from the shipper.

**Only products returned in their original intact condition will be accepted. BK-Motorsport documents each product by taking photographs of the product parts and the packaging before shipment. These photos are archived by order number.**

## **10. Customer Body Shop**

BKM is a seller of aftermarket bumpers, bumpers require professional installations. It is the customer responsibility to pick a reliable body shop, if customer choose a body shop that is incapable of performing installation that is not BKM's responsibility. BKM cannot take responsibility for any problem or issue that the body shop causes on customer car.

## **11. Warranties**

**BK-Motorsport warrants goods shall be free from defect in material & workmanship for BKM, Caractere, G-power, Kerscher, Oettinger, Tuningbox, Panthera prior design 1-year from date of delivery.**

**BK-Motorsport shall at its sole discretion fix, replace or repair faulty components, parts or workmanship in goods to original specification (items may be remanufactured or refurbished), which shall be covered for remainder of warranty period. However, this warranty shall not cover damages due to force majeure, abuse/misuse by user, accident, unauthorized modification, failure to follow instructions supplied with goods, repairs/attempted repairs by anyone not authorized by bk-motorsport, shipment, installation or removal, electric power fluctuations, supplies or parts not meeting BK-Motorsport specifications, normal wear & tear, failure to perform required maintenance, or any other cause not related to product defect.**

**BK-Motorsport makes no other warranty, oral or written, express or implied, regarding goods and disclaims any other warranty of merchantability or fitness for any particular purpose.**

**In no event shall BK-Motorsport be liable to customer or 3rd party for damages including but not limited to bodily injury, property damage, lost profits/ savings or other incidental or consequential damages arising out of sale, use or inability to use goods or removal, installation or set-up charges.**

**We do not accept any complaints or return of product under warranty, unless the (1) professional body shop sends pictures of the faulty item, (2) and the customer provides proof that the product was installed at a**

**professional body shop (such as an invoice from the body shop). No warranty or complaint is applicable for items installed at home by customer.**

## **12. Liability Disclaimer**

Except for warranty above, no language in any BK-MOTORSPORT catalog, manual or other document relating to Goods shall be construed as an admission of fault or liability by BK-MOTORSPORT if any mechanical or other defect results in injury to property or person.

## **13. Use of Goods, Indemnity**

BK-MOTORSPORT has no control over Customer's use or operation of Goods. Customer assumes all responsibility & risk associated with use and operation of Goods and agrees to indemnify, defend and hold BK-MOTORSPORT harmless from all claims, losses, damages or injuries (including court costs & attorney or associated with Customer's or any 3rd party use or inability to use goods.

## **14. Notice**

Any notice, request, demand or communication under these Terms and Conditions shall be in writing to address listed on invoice and shall be effective immediately on personal delivery, or e-mail; 2-days later if sent by express mail; and 5- days later if sent by U.S. mail.

## **15. Governing Law, Arbitration & Attorneys Fees**

These Terms and Conditions, and all sales of Goods shall be governed by California law without regard to its choice of law rules. Any dispute relating to these Terms and Conditions or sale of Goods shall be resolved by final binding arbitration by a single retired judge or justice at JAMS (pursuant to its commercial arbitration rules). The parties stipulate to exclusive jurisdiction and venue in Orange County, California. The prevailing party in arbitration shall be entitled to recover their attorney's fees and costs.

## **16. Miscellaneous**

a. The Terms and Conditions are binding on the parties, their successors & assigns and may only be modified in a writing signed by both parties. b. The Terms and Conditions constitute the entire agreement between the parties as to the subject matter hereof & supersede all prior oral or written representations or agreements that may have been made by either party. c. No waiver of full performance by either party shall be construed or operate as a waiver of any present or future default or breach of any provisions of these Terms and Conditions. If a provision is held invalid or unenforceable, it shall not affect the remaining provisions herein.