

TERMS & CONDITIONS OF SALE

For complete Terms & Conditions see www.vi-king.com

TITLE AND RISK OF LOSS

All Viking product sales are F.O.B. our factory and shall be invoiced to and become the property of Purchaser upon tender of delivery to the carrier. Viking shall ship products by a reliable carrier of its own selection and will invoice Purchaser for all applicable charges associated with such shipment. For truck shipments that are not covered under Viking's free freight policy, Purchaser may specify the carrier. A security interest and right of possession to the products will remain in Viking until payment in full has been received by Viking. Purchaser agrees to do all acts necessary to insure products against damage and loss and to maintain such security interest and title by Viking until full payment has been received by Viking. In the event of buyer using freight collect or third party billing for freight, the buyer is ultimately liable for and agrees to pay all charges if said freight is billed back to Viking for any reason whatsoever.

DELIVERY AND DELAYS

Delivery dates are not guaranteed. In no event will Viking be liable for any damages or expenses caused by delays in delivery times.

PAYMENT

Wire Transfer, Prepayments, Visa and MasterCard are accepted. Net 30 days from invoice date terms are available upon credit approval. Credit terms may be revoked at any time, including after acceptance of purchase order. Accounts with invoices past due will be placed on hold and a finance charge of one and one-half percent (1.50%) per month on the unpaid balance will be added, which is an annual percentage rate of eighteen percent (18%). Checks returned for any reason, chargebacks on credit cards, etc. are charged a minimum \$25 fee. Purchaser has no rights of set off against any amounts which become payable to Viking, and any unauthorized deduction will automatically put the account on credit hold. Prices are subject to change. Special orders may require a 50% down payment.

DAMAGED SHIPMENTS / SHORTAGES

All shortages and damages must be made with the freight carrier in accordance with such carrier's policies and procedures. Shortages must be reported to Viking in writing within five (5) business days of receipt of shipment. Claims for products damaged during shipment are not covered under the warranty provision stated herein.

DROP SHIPMENTS & REFUSED PACKAGES

Drop shipments are charged a \$10 service charge. A 20% restocking fee and all shipping costs are charged to the ordering party if a package is refused. International drop shipments are not permitted.

PRODUCT SUBSTITUTION / OTHER

Viking reserves the right to substitute equal or stronger materials or products at its discretion. All specifications are subject to change at any time. Viking has made every effort to ensure the accuracy of the information provided herein; however, we cannot be responsible for errors, omissions, or changes due to obsolescence. All data herein is subject to change without notice.

RETURNS / CANCELLATIONS

An order placed with Viking cannot be canceled, delayed or extended except with Viking's written consent. Returns must be preauthorized by Viking. Viking will issue a R.G.A. number for every return. All authorized returns must have the R.G.A. number on all cartons and shipping documents and must be shipped prepaid. **Products that are used or modified in any way are not eligible for return.** Returns made within 30 days after invoice date are not subject to a restocking charge. Returns made between 31 and 90 days are subject to a 20% restocking charge. **No returns are accepted after 90 days.** Freight charges are not refundable unless the merchandise is defective as determined by Viking. **Special orders are not returnable.**

WARRANTY / DISCLAIMER

Viking warrants that the products will be free from defects in material and workmanship for two years from date of sale to the original purchaser. Viking makes no other warranty of any kind, express or implied. Viking shall have no obligation under the foregoing warranty where the defect is the result of improper or abnormal use, your negligence, vehicle accident, improper or incorrect installation or maintenance, nor when the product has been repaired or altered in any way. Viking's liability in the case of defective products subject to the foregoing warranty shall be limited to the repair or replacement only, at Viking's option, of the defective products. In no event shall Viking be liable for the cost of procurement of substitute products, or liable for any indirect, special, incidental, consequential or exemplary damages for any reason. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

In order to be eligible for service under this warranty, return the defective part to Viking together with the preapproved R.G.A. number issued by Viking. Tag each item with the part number and the specific explanation of defect. All returns must be shipped prepaid to: Viking Performance, Inc., RGA # _____, 21401 Hemlock Avenue, Lakeville, MN 55044.

PURCHASER ACKNOWLEDGES THAT PARTS AND SERVICES SOLD BY VIKING ARE EXPOSED TO A WIDE VARIETY OF CONDITIONS, AND THAT VIKING DOES NOT HAVE FULL KNOWLEDGE OF THE INTENDED USE OF THE GOODS. PURCHASER AGREES TO INDEMNIFY AND HOLD VIKING HARMLESS UPON DEMAND AGAINST ALL CLAIMS, ACTIONS, LOSS, DAMAGE OR INJURY RESULTING FROM THE DIRECT OR INDIRECT USE OF THE PRODUCTS, OR PURCHASER'S INABILITY TO DETERMINE THE PROPER USE OR APPLICATION OF THE PRODUCTS. VIKING SHALL NOT BE LIABLE FOR ANY CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS, OR CAUSES OF ACTION WHATSOEVER TO BUYER ARISING OUT OF OR CONNECTED WITH THE USE OF ANY VIKING PRODUCTS. MOTORSPORTS ARE DANGEROUS; AS SUCH, NO WARRANTY OR REPRESENTATION IS MADE AS TO THE PRODUCT'S ABILITY TO PROTECT THE USER FROM INJURY OR DEATH. THE USER FULLY ASSUMES THAT RISK.