



Terms and Conditions of Sales

1. **PRICES AND TERMS.** The price of products sold shall be based upon PowerTrain Technology's (PTT) prices in effect on the date of shipment. PTT only sells through an established network of distributors and dealers. Price is F.O.B. PTT's point of shipment. Payment terms shall be in accordance with terms set forth on PTT's invoice.
2. **TAXES.** Published prices do not include sales tax, use tax and other excise taxes. If a tax exemption is claimed by Buyer, satisfactory proof of such exemption will need to be supplied by Buyer to PTT.
3. **CANCELLATIONS AND CHANGES.** Order changes and cancellations must be submitted in writing.
4. **RETURNED GOODS.** Please call PTT for a return authorization (RA) number. Clearly mark this number on the outside of the returned package. PTT will not accept unauthorized returns. Returned parts must be in clean, unused, original condition, packed in the original box, and received by PTT within 30 days of date of sale, freight prepaid by Buyer. After 30 days, PTT reserves the right to refuse credit for returned goods. Custom and obsolete products are non-returnable.
5. **SHIPPING.** If not specified by Buyer, orders are shipped via UPS or Federal Express unless weight or size is prohibitive, in which case motor freight will be used. Shipping charges will be added to the invoice and become the responsibility of Buyer. Any claims for losses or damage in transit shall be against the carrier only.
6. **DELIVERED QUANTITIES.** PTT will make every effort to ship quantities ordered. Any claims for shortages must be made within 10 days from the date of receipt of the goods by Buyer.
7. **INTERNATIONAL ORDERS.** Delivery, duties, customs and taxes are the responsibility of Buyer.
8. **WARRANTY.** All products are warranted to be free from defects in material and workmanship for the life of the product. Any product determined to be defective by PTT will be repaired or replaced free of charge at PTT's discretion. Products sold for competition and off road racing use are not intended for street use. There are no additional warranties or representations, express or implied, due to the unusual stresses placed on racing parts. In no event will PTT be liable for consequential, incidental or other damages.
9. **CUSTOM MANUFACTURED PRODUCTS.** PTT specializes in custom manufactured drivetrain products. Cost of development varies widely based on the size and scope of the project. Once a custom design is approved and signed off by the customer, payment terms are 50% down at time of the order, balance due upon delivery.