

QA1 TERMS AND CONDITIONS

All information contained herein is subject to change without notice.

BUYERS PLACEMENT OF ORDER OF THE PRODUCT CONSTITUTES BUYER'S ACCEPTANCE OF THE TERMS HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE HEREBY REJECTED IN THEIR ENTIRETY UNLESS EXPRESSLY ASSENTED TO IN WRITING BY SELLER'S AUTHORIZED AGENT.

SHIPPING

All online orders ship Ground Residential from Lakeville, MN. Shipping is available in the Continental United States only.

Shipping charges:

- Orders less than \$350.00 = \$23.25
- Orders \$350 and above = Free Shipping

Items marked free or flat rate shipping will be omitted from the shipping calculations above.

LEAD TIMES

Lead time estimates are presented for items in the shopping cart. These lead times are not guaranteed and are subject to change. Some products are built to order and will take additional time to ship. You will receive notice of shipment and tracking information once the order ships.

QA1 will not expedite or compensate freight charges for orders with extended lead times.

ORDER ACCEPTANCE AND CONFIRMATION

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. The QA1 Web Site reserves the right at any time after receipt of your order to accept or decline your order for any reason.

If we reject your order, we will attempt to notify you using the e-mail address you have provided with the order. We will process a refund if the charge has been made against your account.

PRICING POLICY

Online pricing and selection may vary from QA1 authorized dealers. Pricing and offers are subject to change without notice.

SALES TAX

QA1 collects sales tax on all orders as required by US law.

PAYMENT TERMS

Payment for online orders will be processed through PayPal. No other form of payment will be accepted. Customer's account is charged at time of order for all web sales.

No online order will be accepted over \$10,000.00.

DAMAGED SHIPMENTS / SHORTAGES

All QA1 shipments are F.O.B. our factory. Title passes from QA1 to the purchaser at the time of shipment. Carton shortages and damages must be claimed against the carrier at the time of delivery. To expedite processing of claims against the carriers, the customer must note damages on the bill of lading at the time of delivery, and promptly request an inspection by the carrier or its claims agent. If a shortage is found within the shipment it must be reported to QA1 in writing within five (5) business days of receipt of shipment. Claims should refer to the order number, invoice number, date of invoice, date of shipment, part number, description and carton count.

Contact Customer Service at Sales@QA1.net / 952.985.5675

REFUSED PACKAGES

A 20% restocking fee and all shipping costs are charged to the ordering party if a package is refused.

RETURNS

Returns of new (re-sellable) products are refundable within 30 days of receipt of product and must be accompanied by original purchase order or invoice number. All returns require notification of the return in the form of a Return Merchandise Authorization (RMA#) prior to shipment. To request an RMA number, email [Returns@QA1.net](mailto>Returns@QA1.net) with your order details.

QA1 reserves the right to charge a 20% restocking fee on all returns past 30 days. All shipping charges are the responsibility of the customer. All returns after 30 days will result in a QA1 credit to be applied to future orders. QA1 reserves the right to deny credit for any items damaged by the customer.

WARRANTY / DISCLAIMER

QA1 warrants that the products will be free from defects in material and workmanship for one year from date of sale to the original purchaser. A limited lifetime warranty is offered on select shock absorbers. For registration and more information on the limited lifetime warranty, please visit www.QA1.net/Warranty. QA1 makes no other warranty of any kind, express or implied. QA1 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. QA1's liability in the case of defective products subject to the foregoing warranty shall be limited to the repair or replacement, at QA1's option, of the defective products. Consequential or incidental damages are not recoverable under this warranty. 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. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

- QA1, in its sole discretion, shall determine whether or not any Eligible Product is defective or otherwise covered by this warranty.

- If the Eligible Product fails to perform properly due to defective materials or workmanship, QA1 will at its option either (i) repair the Eligible Product without charge, or (ii) replace the Eligible Product. If the Eligible Product is no longer available, QA1 will replace the Eligible Product with an equivalent product. No refunds will be provided.
- The warranty provided by QA1 does NOT apply if the Eligible Product fails to perform:
 - due to cosmetic wear and tear from normal use;
 - due to improper or abnormal use, abuse, neglect, negligence, vehicle accident, insufficient travel, improper or incorrect installation or maintenance; or
 - when the Eligible Product has been repaired, replaced, substituted or altered in any way, or if used with parts other than genuine parts of QA1.
- QA1 is not responsible for installation or removal labor, or for any other repair charges associated with the Eligible Product.
- Customer pays shipping to QA1 for final determination on eligibility. Any repaired or replaced Eligible Product will be returned to customer excluding freight cost.
- QA1 shall not be liable for the loss of use of the Eligible Product, loss of time, inconvenience, commercial loss or any other indirect, consequential, special or incidental damages due to breach of the above limited lifetime warranty. QA1 makes no warranties of any kind, express or implied, other than as herein expressly provided, and specifically disclaims the implied warranties of merchantability and fitness for a particular purpose. Notwithstanding anything set forth herein to the contrary, QA1's liability hereunder shall be limited to the purchase price of the Eligible Product.

For Warranty questions or to file a claim, email Warranty@QA1.net.

In order to be eligible for service under this warranty, you must return the defective part to QA1 together with a RMA. number issued from QA1. Tag each item with the part number and the specific explanation of defect. We will inspect the part and determine: a) if it is eligible for repair or replacement; and, b) if so, whether to repair or replace it. All returns must be shipped prepaid to: QA1 Precision Products, Inc., RMA# _____, 9574 217th Street West, Lakeville, MN 55044.

THE BUYER UNDERSTANDS AND EXPRESSLY RECOGNIZES that racing parts, specialized street rod equipment, rod end bearings, and ALL parts and services sold by QA1 are exposed to many and varied conditions due to the manner in which they are installed and used. BUYER ACKNOWLEDGES that QA1 does not have full knowledge of the intended use of the goods, and BUYER WILL DEFEND AND INDEMNIFY QA1 upon demand against all claims, actions, liability, loss and expense (including investigating expense and attorney fees incurred in litigation or because of threatened litigation) for any loss, damage or injury, either to a person or to property, resulting from the direct or indirect use of any QA1 products or inability by the buyer to determine proper use or application of QA1 products. With the exception of the limited liability warranty set forth above, QA1 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 QA1 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 ASSUMES THAT RISK.