

WHIPPLE INDUSTRIES, INC., TERMS AND CONDITIONS

LIMITED WARRANTY / LIMITATION OF REMEDIES.

READ THE SECTIONS **CAREFULLY**.

THE GOODS SOLD UNDER THIS CONTRACT HAVE ONLY A LIMITED WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT.

WHIPPLE INDUSTRIES, INC., LIMITED WARRANTY. Whipple Industries, Inc., warrants that, for a period of one year from the date of purchase, as evidenced by the "Invoice Date" on the Purchase Contract, goods manufactured by Whipple Industries, Inc, (with the exceptions noted below***) shall be free of defects in workmanship and materials. If a Whipple Industries, Inc., product is suspected of being defective, it may be returned only in accordance with the Returns and Exchanges procedures outlined in these materials.

TERMS AND CONDITIONS. Upon examination of a returned product, Whipple industries, inc., in its sole discretion, shall determine whether the product is covered by this limited warranty and, if so, whether it is to be repaired or replaced. (For example, since superchargers create unique sounds, noises deemed by Whipple Industries, Inc., to be "normal" for superchargers are not covered by this Limited Warranty.) If Whipple Industries, Inc., determines the product is covered by this Limited Warranty, Whipple Industries, Inc., shall repair or replace it only to the extent that that can be done with parts manufactured by Whipple Industries, Inc. Whipple Industries, Inc., will return repaired or replaced items to buyer by ground service. Whipple Industries, Inc., does not know the particular purpose for which the goods will be used, and buyer is not relying on Whipple Industries, Inc.'s, skill or judgment to select or furnish suitable goods. There is no warranty that the goods sold under the Purchase contract shall be fit for a particular purpose. **THERE IS NO WARRANTY OF MERCHANTABILITY OF THE GOODS SOLD UNDER THE PURCHASE CONTRACT AND NO WARRANTY THAT MAY BE SAID TO ARISE FROM A COURSE OF DEALING OR USAGE OF TRADE.**

*****EXCEPTED GOODS.** Whipple Industries, Inc., does not warrant: (1) goods designed for off-road use; (2) goods considered racing parts; (3) goods which have been modified or altered in any way, including supercharger pulleys, engine rpm limit, rpm shift points, air intakes, porting; (4) goods which Whipple Industries, Inc., in its sole discretion, determines to have been subjected to misuse, neglect, accident, improper installation or adjustment, dirt, or other contaminants, water corrosion, other adverse conditions, or faulty repair; (5) goods used in a way other than as recommended by Whipple Industries, Inc.; (6) goods not manufactured by Whipple Industries, Inc., (7) electrical parts; (8) special orders; (9) engine performance parts; (10) installed or used items; (11) custom ordered or custom built items.

LIMITATION OF REMEDIES. THE PRECEDING LIMITED WARRANTY SECTION DESCRIBES THE EXCLUSIVE REMEDY AVAILABLE TO BUYER FOR ALLEGED BREACH OR

NEGLIGENCE BY WHIPPLE INDUSTRIES, INC. Buyer shall not in any event be entitled to reimbursement or compensation for loss of use, inconvenience, installation or removal costs, damage to vehicles, emotional distress, lost profits, shipping, labor costs, or any other claimed consequential or incidental damages, or other losses or damages of any kind whatsoever, whether caused by Whipple Industries, Inc.', own negligence or otherwise.

INDEMNITY. Buyer shall Indemnify Whipple Industries, Inc., against, and hold Whipple Industries, Inc., harmless from: any and all claims, actions, suits, costs, and attorney's fees, arising out of, connected with, or resulting from a Whipple Industries, Inc.'s, product while in buyer's possession or subject to Buyer's control including, without limitation, claims arising out of manufacture, selection, delivery, possession, use, operation, malfunction, or return of any Whipple Industries, Inc.'s, product, including claims alleged to arise out of or result from Whipple Industries, Inc.'s, own negligence.

RETURNS AND EXCHANGES. Authorization to return unwanted merchandise must be obtained within 30 days of shipping date. Returns and exchanges will be accepted only with a return authorization number (RMA) obtained from Whipple Industries, Inc., at the telephone number below. Return Authorization Numbers are only valid for 30 days from date of issue. The Return Authorization Number must be written on the outside of the return package and on a tag with your name on it attached to the goods inside. A Return Authorization Number does NOT guarantee replacement or refund. All allowable returns are subject to a 20% handling, re-boxing and re-stocking charge except where caused by Whipple Industries, Inc.'s, error. Items must be returned in new, resalable condition and in original packing. Returns MUST be sent freight pre-paid by you. We will not accept C.O.D. shipments. A photocopy of your invoice clearly showing the Invoice number must accompany your return, along with a written explanation of your claim and your phone number.

CANCELED ORDERS. Credit card orders canceled 24 hours after Whipple processing are subject to a 5% restocking/processing fee.

SHIPPING. Whipple Industries, Inc., generally ships goods via FedEx Ground unless you specify, and bear the expense of, other shipping, Please allow at least 2-4 working days for shipments of In-stock goods to Western states and 7-10 working days for shipments elsewhere. If a shipment is returned to us as undeliverable (e.g., "not in" on three delivery attempts, delivery refused, or failure to pay), you will be responsible for delivery charges, and no future shipments will be made until those shipping charges have been paid.

SHIPPING ERRORS. If you receive an incorrect item due to Whipple Industries, Inc.'s, error, we will issue a FedEx "call tag" and pick up the part at no cost to you and simultaneously ship the correct part and bill your charge card for it. Then, upon our receipt of the returned part, we will credit your account for its cost. (If you request, we will await receipt of the incorrect part from you before shipping the correct part and in that case will only bill your credit card once.) Items reshipped because of our error will be shipped via FedEx Ground at our expense. If you require FedEx Express freight, you must pay the difference between ground and air freight costs.

CLAIMS FOR DAMAGED SHIPMENTS. All goods leave our facility properly packaged and in perfect condition. Upon receipt of your shipment, please inspect cartons immediately and identify damage in the presence of the delivery person. Damage claims must be made with the freight carrier. Whipple Industries, Inc., is not responsible for damage incurred during transit.

MATERIALS & SPECIFICATIONS. All merchandise Information In our catalog is true and correct as of the time of publication. However, we constantly update our products and merchandise to offer the finest parts and accessories available. Thus, prices, materials, design and specifications are subject to change without notice.

RESOLUTION OF DISPUTES/ ARBITRATION/WAIVER OF JURY. Any and all complaints, disputes or claims must be in writing delivered to Whipple Industries, Inc., at the address below. If your claim or dispute in not resolved within 30 days of its delivery to Whipple Industries. Inc., it shall be settled by arbitration in accordance with the rules and procedures of the American Arbitration Association through its Fresno, California office (6795 N. Palm Avenue, Fresno, California 93711: telephone: (559) 448-0389). The award rendered by the arbitrator will be final and may be entered as a judgment in the Fresno County Courts, Fresno, California. You understand and agree that you are agreeing to arbitration Instead of trial by judge or jury , that you are giving up the right to a trial by judge or jury of any claim or dispute with Whipple Industries, Inc.

SEVERABILITY. If any of these Terms and Conditions are determined to be unenforceable, the remainder shall remain in full force and affect.

WAIVER/MODIFICATION. None of these Terms and Conditions may be waived, altered, or otherwise: modified except in writing signed by Whipple Industries, Inc.

THE APPLICABLE LAW /JURISDICTION & VENUE. The Purchase Contract shall be deemed to have been entered into in, and is to be governed by the laws of, the State of California. Any court action to enforce the arbitration provisions of this contract or otherwise must be filed and tried in the Fresno County Courts, Fresno, California. It is agreed that no other court shall have Jurisdiction or venue.