



D2FORGED WHEELS

Terms and Conditions:

Ordering: All orders require a written Purchase Order or a signed confirmation prior to any processing and commencement of building. Any submitted purchase order placed by the Buyer has the intent in being a sales order and will be treated as such by D2FORGED Wheels, and all parts in the submittal or purchase order will be processed in a timely manner.

Payment Conditions: The Buyer is aware that D2FORGED Wheels is selling parts on a prepaid basis, unless partial deposit payment terms have been established. Order submission must be accompanied by a minimum deposit of 50% of invoice total amount. The Buyer is buying parts from D2FORGED Wheels on forms of payments of cash, cashier's check, or money order. The Buyer is not entitled to any credit or terms from D2FORGED Wheels. If the Buyer wants to be put on a company check or credit card basis, the Buyer must fill out a credit card or check authorization form, sign, date and return to D2FORGED Wheels in a timely manner. This must be done by the owner of the Buyer's company, and not by an officer or employee. The Buyer's bank information must be current and the account numbers must be the ones used in transaction with D2FORGED Wheels. All personal information will be held confidentially by D2FORGED Wheels and will only be used for credit checking purposes. All checks or charge backs that are returned to D2FORGED Wheels for any reason are subject to a \$30.00 returned check fee, in addition to processing fees assessed by the banking institution. If any check is returned to D2FORGED Wheels for any reason, the Buyer is fully aware that D2FORGED Wheels will seek immediate fulfillment of payment. The buyer will pay any collection fees, legal fees, and bank fees if the full face value of the check is not paid in full within 5 business days. All returned checks with unpaid balances will be turned over to our legal department where the Buyer will be prosecuted to the fullest extent of the law of the Buyer's state of conducting business. All returned checks to D2FORGED Wheels must be paid by cash, cashier's check, or money order. A company check will not be accepted as a form of payment on a returned check. If the Buyer is accepted on a company check basis, it must be taken as a privilege and not be abused. If the Buyer uses any other form of payment other than the business checking account that is on their credit application, they will be put back on prepaid basis. D2FORGED Wheels does not accept personal checks. All sales are FOB D2FORGED Wheels, Freeport, NY. Orders will not be released for accounts which are not current. Invoices that are due but not settled by the 10th of the month will be considered past due and will result in orders being held in lieu of payment and loss of freight allowance, if applicable. Title to all merchandise remains the property of D2FORGED Wheels until full payment has been received.

Returns: Please contact our sales department at (800) 913-3513 for a RMA (Return Merchandise Authorization) number. Important: Merchandise returned without this number will not be credited. A RMA number does not imply a replacement or refund, but only that we will inspect the merchandise based on your claim. Returns will only be accepted within 30 days of purchase, only new resalable items in the original packaging will be considered for return or credit. Credit cannot be issued for merchandise that is used or has been mounted; wheel fitment must be confirmed before mounting tires. Returned merchandise is subject to a 20% restocking fee. Merchandise that has been modified from its original condition (drilled, centerbored, chromed, painted, mounted, scratched, etc.) will not be accepted for credit. Original shipping and handling charges are not refundable or creditable. All approved returns are for credit only; any refused shipments sent back to a D2FORGED Wheels facility does not constitute the right to a refund or credit.

Drop Shipments: Drop ship service will be offered only to buyers on prepaid accounts (no COD's). A \$25 per order service charge will be assessed, drop shipments will not be allowed into areas serviced by D2FORGED Wheels Warehouse Distributors. Buyer is responsible for all charges including refused shipments, residential or lifts gate delivery.

Damages or Shortages: It is the responsibility of the buyer to inspect shipments received from D2FORGED Wheels. D2FORGED Wheels responsibility for a shipment ceases when the carrier accepts the shipment. Visible damage, concealed damage, or shortage claims caused in transit must be made directly to the freight carrier. It is required that all carrier freight bills be signed "subject to inspection". It is the responsibility of the Buyer and the carrier to rectify claims. Damage claims, shipment discrepancies or manufacturing defect must be made to D2FORGED Wheels within 24 hours of receipt of order.

Warranties: Wheels are warranted for a period of one year from the date of purchase against defects in materials or workmanship such as peeling, flaking or blistering of plating. The warranty does not cover corrosion or discoloration due to chemicals (including excessive exposure to road salt or other common deicing agents), detergents, polishing compounds or abrasives used in improper cleaning. Warranty coverage term is provided for all standard powdercoated, chromed, or clearcoated finishes. OEM colormatched, or painted wheel sections & components are not covered by this warranty. The warranty will be void if wheels are damaged from mechanical car wash equipment, nicks from road hazards, improper tire mounting, use of clip on weights, improper installation, accident or curb damage, normal wear and tear, and neglect. On occasion, you may see pits or minor imperfections on any chromed wheel, these imperfections are results of the manufacturing process of the wheel itself and therefore are not considered to be chrome defects; therefore, chrome warranty does not apply to these imperfections. The warranty will cover the costs of re-processing of the chrome by the original vendor, freight and expenses incurred for labor and mounting or dismounting of tires are not covered by the warranty and therefore will remain the responsibility of the Buyer. It is the Buyer's responsibility to inspect wheels prior to mounting of tires or installation on any vehicle. Wheels that have been mounted with tires or installed on the vehicle will not be accepted for replacement under warranty. Wheels that are returned for any reason will need to be sent freight prepaid (please see "Return Policy" for additional details). Returned merchandise will need to be properly packaged and prepared for shipment. D2FORGED Wheels will not accept responsibility for damage due to lack of proper packaging or mishandling by any shipping company. Take steps to inform your customers of their responsibilities in order to avoid misunderstandings regarding the limits of coverage under this warranty.

Contingencies: D2FORGED Wheels will not be liable for any failures to produce to the Buyer when the cause of such failure is an act of God, labor disputes, supplies or material shortages, acts of local, state, national, civil, public agencies, or other authorities; utility or communication failures, accidents, strikes, transportation problems, or an act or cause that does not normally occur within the ordinary course of business.

Performance Product Waiver: D2FORGED Wheels does not engage in selling after-market items that the Buyer does not understand the ramifications of having these parts at the Buyers' facility for salability. D2FORGED Wheels will not be held accountable for any legal fees or such in selling of said parts to the Buyer. The Buyer understands fully that some parts sold by D2FORGED Wheels may or will not comply with local, state, or federal laws, and will not hold D2FORGED Wheels accountable in any shape or form, legal or implied. D2FORGED Wheels will not be held liable to any fault of their own, any damages to the Buyer or the Buyers customer without limitation. D2FORGED Wheels will not be liable for any damages, which are incurred directly or indirectly with the Buyer or Buyers' customer. D2FORGED Wheels will not be liable for any damages to any vehicles, operators, or passengers of vehicles resulting from the use or installation of D2FORGED Wheels products.

Company Policies: It is understood that D2FORGED Wheels is conducting business by trade only. The Buyer must be an established business with a current business license and a business address and phone number. If the said Buyer does not meet these conditions, D2FORGED Wheels has the right to refuse service at any time. If the Buyer is from the state of California, a sellers permit must be given to D2FORGED Wheels at the time of first purchase where-in the Buyer must fill out a resale card as not to be subjected to California sales tax. Refusal to do so may result in charges of back taxes charged to buyer and all fees subjected in collecting.

Personal Guarantee: I the undersigned agree to the above terms and the undersigned is responsible for payment of any obligation of the Applicant owing to D2FORGED Wheels, whether created under the application, an account arising from such application, or any obligation of Applicant to D2FORGED Wheels regardless of the basis of source, whether now, or existing or hereinafter. In consideration for D2FORGED Wheels extending credit to the above Applicant at my request I hereby personally guarantee the payment of all their obligations to D2FORGED Wheels. I waive notice of acceptance of the Guarantee, notice of the sale of goods sold by D2FORGED Wheels to the Applicant designated above, notice of default and notice of termination or release of any other Guarantor. I consent to the extension of time of payment of the indebtedness or any portion thereof. Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or evidence of indebtedness, the extension of time, payment arrangement or other indulgence granted to debtor, and the undersigned hereby waives notice of all of the aforesaid. D2FORGED Wheels shall not be required to institute legal proceedings against the debtor or and Guarantor prior to an one Guarantor becoming obligated to make payment on the account pursuant to this guarantee. I do further agree that if this matter is placed in the hands of an attorney for collection, or if collection is made through probate proceedings, to pay a reasonable amount in attorney's fees, Court costs and expenses incurred, including any collection fees, on both the principal and interest charges, regardless of whether suit is filed. I acknowledge that I have read the full terms and provisions entitled "Personal Guarantee" shall be binding and create obligations and duties on the part of the Guarantors.

Authorization and Sales Agreement: The undersigned, as owner, partner, officer or agent of the applicant, personally warrants that the information contained in this credit application and all financial information supplied, or to be supplied to D2FORGED Wheels at anytime is true and correct, and is furnished for the purpose of obtaining credit from D2FORGED Wheels. I hereby authorize D2FORGED Wheels to contact the references contained within this application. This application has been executed by an authorized principal or agent of the applicant who hereby grants D2FORGED Wheels permission to obtain information from any and all sources required to properly ascertain the applicant's capability to meet it's financial obligations. Applicant agrees that the business relationship between these parties, if any, shall be governed by the terms and conditions on this credit application and in D2FORGED Wheels applicable dealer and distributor agreements, invoices, price sheets, and other commercial forms and agreements and any additional or different terms and conditions in applicant's business forms shall be void and of no effect. Applicant agrees that nothing herein shall constitute an agreement by D2FORGED Wheels to supply any goods or extend any credit to applicant. Payment terms are of C.O.D. basis unless otherwise specified on the invoice.

Agreement and Disclosure: This application is submitted by the applicant to D2FORGED Wheels to obtain credit. D2FORGED Wheels reserves the right to decline credit to applicants or to change or revoke applicants credit limit at the sole discretion of D2FORGED Wheels in accordance with D2FORGED Wheels credit policies. In completing this application for credit, the applicant and guarantors hereby agree that amounts are due and payable to D2FORGED Wheels on or before the due date. Title to merchandise does not pass to applicant until invoice(s) is/are paid. This application and agreement is non-transferable or assignable without the written consent of D2FORGED Wheels.

I hereby acknowledge the Terms and Conditions and agree to abide by them:

Signature: _____ **Printed Name:** _____ **Date:** _____

Company Name: _____ **Title:** _____