

TERMS AND CONDITIONS

1. **PAYMENT POLICY:** Buyer must have completed, signed and approved application on file.
2. **TERMS:** Shipments will not be released / sent until full payment is received.
Once payment is up to date, the buyer will be notified of collection.
3. **SHIPPING/FREIGHT POLICY:** FOB Rancho Dominguez, California
 - 3.1. Prepaid – All small distributor orders.
 - 3.2. Drop shipments are subject to a \$10.00 handling charge.
4. **ORDERING:**
 - 4.1. Forward all orders to our headquarters located at:
19500 S. Rancho Way Unit 106, Rancho Dominguez, CA 90220
 - 4.2. Customer service hours: 9:00am-6:00pm, PST
 - 4.3. Fax orders: (310) 635-0133, Phone orders: (310) 635-0126 TOLL FREE (800) 844-5995
Email orders: orders@guautotech.com
5. **BACK ORDERS:** Back orders from a prepaid order will be shipped with a prepaid order as soon as available or shipped separately and prepaid.
6. **CHANGES:** Prices, terms, changes in design, material and specification are subject to change without notice.
7. **DEDUCTIONS:** No forced deductions or credits may be taken from the invoiced amount for returned goods or billing errors until a written credit is issued by GU Auto Tech Inc. , unauthorized deductions will be treated as a partial payment of the invoice. This may result in a past due situation and is subject to the Credit Policy described in Section 2.
8. **RETURNS/WARRANTY:**
 - 8.1. General Provisions
 - 8.1.1. All returns must have a Return Merchandise Authorization number (R.M.A number). Any product returned to GU Auto Tech Inc. without an R.M.A. will be refused without exception.
 - 8.1.2. R.M.A numbers are valid for sixty (60) days from the date of issuance of the R.M.A. form.
 - 8.1.3. The R.M.A. form is not a credit approval. GU Auto Tech Inc. will determine whether credit will be issued after receipt and inspection of the returned products, subject to the guidelines set forth herein.
 - 8.1.4. All returned product must include (1) the R.M.A number prominently marked on the exterior of each carton or pallet, (2) a packing list or acceptable documentation of the contents on each individual shipment, (3) a copy of the original GU Auto Tech Inc. invoice. Multiple pallet shipments or multiple box shipments must have separate product lists for each pallet or box attached to the outside of that pallet. Shipments that omit any of these requirements will be refused.
 - 8.1.5. Any non-GU Auto Tech Inc. product received by GU Auto Tech Inc. will be held and Customer will be notified. Customer must retrieve such product at its' expense within a period of ten (10) days from such notification, after which the product will be discarded. No credit will be issued for non-GU Auto Tech Inc. products. GU Auto Tech Inc. does not assume liability for damage or loss to non-GU Auto Tech Inc. products while in its' possession.
 - 8.1.6. All returns via truck freight are by appointment only. To schedule an appointment, contact the GU Auto Tech Inc. at (310) 635-0126. Unscheduled returns via truck freight will be refused.
 - 8.1.7. Customer is responsible for the cost of, and assumes the risk of, damage or loss to the return shipment. Customer is advised to obtain insurance on the products in the return shipment.

8.2. Warranty/ Defective Returns

- 8.2.1. New GU Auto Tech Inc. products are covered by GU Auto Tech Inc.'s limited TWO (2) year warranty, to be free of manufacturer's defects, (certain GU Auto Tech Inc. product categories have warranty policies which differ from this standard, please contact your representative for detailed category information). Damage due to improper installation or road hazards is not covered. Seller and manufacturer's only obligations shall be to replace the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising out of the use or the inability to use the product. Before using, user shall determine the suitability of the product for its' intended use, and user assumes all risk and liability whatsoever in connection therewith. The foregoing may not be changed except by an agreement signed by officers of the seller and manufacturers.
- 8.2.2. Contact the GU Auto Tech Inc. Returns Department to request an RMA number for defective products. The RMA form is not a credit approval. GU Auto Tech Inc. will repair, replace, or issue credit for the defective product only after its' receipt and inspection.
- 8.2.3. Painted, modified or any product not in its original condition will not qualify for credit or replacement.
- 8.2.4. GU Auto Tech Inc. is not responsible for shipping, handling, labor or paint costs for items returned or replaced.

8.3. Non-Defective Merchandise/Stock Adjustment

- 8.3.1. All returns of non-defective products are subject to refusal at GU Auto Tech Inc.'s discretion. Contact your GU Auto Tech Inc. sales representative to request an RMA number.
- 8.3.2. Total returns of non-defective products in a calendar year are a) limited to a maximum of five percent (5%) of the dollar amount of NET SALES purchased in the prior calendar year and b) accompanied by an offsetting 2-for-1 order.
- 8.3.3. All products must be returned in new, saleable condition, in their original packaging with all packing materials. No credit will be issued for any returned product, which has been installed, painted, or modified.
- 8.3.4. GU Auto Tech Inc. will issue credit for returned products only after their receipt and inspection, subject to approval of the returned products. Customer will be notified of any unapproved returned products, which will be shipped back to Customer at its' expense.
- 8.3.5. Issued credit will be based on the lowest acquisition price of the product during the past 12 months.
- 8.3.6. Credits on return of non-defective products will only be issued against future invoices and cannot exceed the value of 25% of any invoice.
- 8.3.7. Any return of non-defective product is subject to a fifteen percent (15%) restocking fee.

8.4. Freight Damage, Shortages or Incorrect Orders

- 8.4.1. Customer, as the recipient, must duly notify the driver of the carrier of any visible damage to and/or shortage in the shipment immediately upon receipt of the order. Customer must not accept any carton with visible damage. GU Auto Tech Inc. will ship replacement merchandise to Customer under a new invoice. For damaged and/or missing cartons:
- 8.4.2. Trucking Company — Customer must file a claim for reimbursement by the carrier.

- 8.4.3. FedEx/UPS — GU Auto Tech Inc. will file a claim with the carrier. GU Auto Tech Inc. will arrange for the carrier to reimburse the Customer directly, or will issue credit to Customer after the carrier has reimbursed GU Auto Tech Inc.
- 8.4.4. Customer has five (5) days from the date on which an order is received to notify GU Auto Tech Inc. of any shortages or freight damage, which is not visible at the time of their receipt of the shipment.
- 8.5. Order/Shipping Errors
 - 8.5.1. Customer will have five (5) days to notify GU Auto Tech Inc. of products to be returned due to an error in ordering. Once the product is returned and inspected a credit will be issued. Credits will not be issued until after receipt and inspection of goods. Products ordered in error will incur a 15% restocking fee.
- 8.6. Shortages
 - 8.6.1. All shortages must be claimed within five (5) days of receipt of goods. Driver/carrier must be notified at time of delivery if quantities of cartons are inconsistent.
 - 8.6.2. Credit will not be issued until all products have been inspected and approved for return. The return price will be based on original invoice price or selling price at time of purchase.

PLEASE NOTE

Shipping carriers are responsible for loss and damage. Acceptance of the shipment from the carrier is acknowledgment that the articles delivered to them were in good condition and properly packed. Any damage or shortage is the responsibility of the consignee against the carrier. ANY UNACCEPTABLE RETURN IS SUBJECT TO REFUSAL!

Thank you for your interest, and we look forward to a successful business relationship.