



RALLITEK MINIMUM ADVERTISED PRICE (MAP)

RalliTEK Performance (“RalliTEK”) prides itself on providing our customers with exceptional and innovative products that provide the highest value in the market. We realize our success is tied to the success of our distributors, dealers and resellers (hereafter referred to as “resellers”). We also realize many of our resellers invest considerable time, effort, and financial resources to provide their clients with a great customer experience. As such, we want to discourage price-based advertising that is detrimental to our resellers’ continuing efforts. Therefore, RalliTEK is unilaterally implementing a Minimum Advertised Price (MAP) policy. The goal of this MAP policy is to protect and maintain both the actual and perceived value of RalliTEK products, while simultaneously supporting a fair and competitive environment for all our resellers, ultimately enabling them to provide an extraordinary customer experience.

- This policy applies to all RalliTEK products. RalliTEK may modify the products covered under this policy at any time.
- **Advertising any RalliTEK product at less than ****100%**** of RalliTEK’s MSRP (“List”) price is a violation of this MAP policy.**
- Advertising applies to all advertisements of MAP products in any and all media, including but not limited to: mailers, flyers, coupons, newspaper, radio, television, public signage, digital, electronic, and internet media in all forms including social media, apps, etc. Website features such as “click for price”, automated “bounce-back” pricing emails, pre-formatted email responses, price display for items added to a cart, and similar advertisements are considered advertising under this MAP policy.
- This MAP policy applies to advertised prices, not the price at which MAP products are actually sold or offered for sale to an individual in-store or over the phone. This policy limits only the ability to advertise at a price lower than RalliTEK MAP.
- The inclusion of “free goods” with the purchase of RalliTEK’s products is considered a MAP violation if the perceived value of the free good exceeds the difference between the selling price and the MAP.
- This MAP policy also applies to any activity which RalliTEK determines, in its sole discretion, is intended to circumvent the intent of this MAP policy.
- RalliTEK reserves the right to modify prices or this MAP policy at any time.
- From time to time, RalliTEK may permit resellers to advertise MAP products at prices lower than 100% of MSRP (“List”). In such events, RalliTEK may modify or suspend the MAP price for a specified period of time by providing advance notice to all resellers of such changes on our website or at www.RalliTEK.com.
- RalliTEK may authorize generally accepted special advertising sales events when resellers may offer a discount of the RalliTEK MSRP (“List”). These events are TBD.

- RalliTEK will actively monitor and enforce this MAP policy. Violations may result in action being taken by RalliTEK, including: 1) Written and/or verbal notification of MAP violations with an accompanying request to correct the violation; 2) Suspension or adjustment of discounts including, but not limited to, advertising allowances/discounts built into RalliTEK pricing; 3) Refusal of purchase orders; 4) Removal of the right to use the RalliTEK logo and/or other intellectual property; 5) Termination of the business relationship with the violator.

- This policy is applicable in the United States, Canada, and Puerto Rico.

Questions? Contact us at 503-619-0055 EXT.2 or dallin@rallitek.com

RALLITEK TERMS & CONDITIONS OF USE

All content included on this site, including (but not limited to) text, logos, graphics, images, button icons, audio clips, and software, is the property of Performance Race Engineering LLC, dba RalliTEK Performance ("RalliTEK"), and RalliTEK.com or its suppliers and protected by the U.S. and international copyright laws. All trademarks, service marks, and trade names are proprietary to RalliTEK and RalliTEK.com or its subsidiaries that appear on this site are the property of their respective owners, who may or may not be affiliated with or connected to RalliTEK and/or RalliTEK.com. Any unauthorized use of the materials appearing on this site may violate copyright, trademark, and other applicable laws and could result in criminal or civil penalties. All software used on this site is the property RalliTEK or its software suppliers and protected by the U.S. and international copyright laws and may not be reproduced, modified, distributed, transmitted, or republished.

ORDER RIGHTS

RalliTEK and RalliTEK.com reserve the right at any time after receipt of your order to accept or decline your order for any reason. RalliTEK and RalliTEK.com reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item and adjust your invoice accordingly. Your receipt of electronic order confirmation does not signify our acceptance of your order nor does it constitute confirmation of our offer to sell. RalliTEK and RalliTEK.com may require additional verifications or information before accepting any order.

Once you have placed an online or other type of order with RalliTEK and/or RalliTEK.com, you have entered a contract to purchase and you will be charged immediately.

Orders DO NOT always ship the same day of purchase. Please allow 48 hours for your order to ship.

DUTIES & TAXES

RalliTEK does not pay any possible duties/taxes that may be required of the recipient outside of the United States. The recipient is the importer of record and must comply with all laws and regulations of the destination country. Orders shipped outside of the US may be subject to import taxes, customs

duties, and fees levied by the destination country. The recipient of an international shipment may be subject to such import taxes, customs duties, and fees, which are levied once a shipment reaches the recipient's country. Additional charges for customs clearance must be borne by the recipient; we have no control over these charges and can't predict what they may be.

Customs policies vary widely from country and providence. You should contact your local customs office for more information. When customs clearance procedures are required, it can cause delays beyond our original delivery estimates. If items are declined by the recipient during delivery as a failure to pay customs fees, the recipient will not be refunded if the items are not received back to RalliTEK and RalliTEK.com. If the items are received back, the recipient will be not be refunded shipping costs and will be charged a 25% restocking fee.

OFF-ROAD USE

Many items offered for sale through RalliTEK and RalliTEK.com are not manufactured, designed, or sold for any use on public streets and highways and are designed for off-road use only. Some items listed are illegal in many states and are only for installation on racing vehicles, which may never be used on a public highway. There are risks associated with performance and off-road modifications and the use of said modifications. All installations are at the express risk of the customer.

RalliTEK and RalliTEK.com hold no responsibility either implied or otherwise for mechanical, electrical, or other failures when using aftermarket performance products.

ORDERING PROCEDURE

RalliTEK and RalliTEK.com fulfill orders on a first-come, first-served basis. If the item you ordered is not in stock, you will be notified and we will fulfill your order as soon as possible. Cancellations at that time will not be subject to any cancellation fees. Some items on backorder take 4-6 weeks for delivery.

When you order a product, your credit card is charged immediately. You will begin to receive status update notifications about your order as it is prepared by our shipping staff.

When package(s) ship on your order, your order will be updated with tracking information. Once all items have been shipped, you will receive a final order status that all items have shipped. These statuses do not explain the packages associated with each tracking number.

ADDRESS CHANGES – DOES THIS APPLY TO WHOLESALERS?

For security reasons and fraud prevention, RalliTEK and RalliTEK.com will not change any shipping addresses on an order that has already been placed. The customer in question MUST replace the order with their correct credentials and request their incorrect order be canceled. At this time, any cancellation fees will be voided and the customer's incorrect order will be fully refunded.

PAYMENT TERMS

RalliTEK and RalliTEK.com accept ALL credit cards with appropriate billing and shipping addresses. RalliTEK and RalliTEK.com do not accept money orders or wire transfers. All orders must be completed online. Orders are to be paid in full at the time of purchase unless we contact you otherwise. On international orders, prices and shipping costs are subject to change anytime to reflect current exchange rates.

COVID-19 SHIPPING UPDATES

Please note that our products are delivered from various fulfillment centers. Certain products purchased during this time may be delayed due to business interruptions that are subject to local regulations regarding COVID-19. We do our best to estimate any potential delays in shipments on our product pages. We appreciate your patience and understanding at this time.

BACKORDERS

If your item is not in stock at the time of your order, you will be notified and we will fulfill your order as soon as possible. Some items on backorder take 4-6 weeks for delivery. Cancellations at this time will not be subject to cancellation fees.

CANCELLATION & RETURNS

Orders cannot be canceled once tracking numbers have been generated. A generated tracking number is established as soon as the shipping vendor has processed the package in their parcel tracking system. Please refer to the automated email or make contact with a RalliTEK representative for assistance locating a tracking number. Strut Assemblies cannot be cancelled once order is placed.

U.S. DOMESTIC CANCELLATIONS

If you order a product, your credit card is charged immediately. We will begin to receive notifications about your shipment as it is prepared by our shipping staff. If you choose to cancel the order the same day we received or not during business hours when the order has been processed, a 5% cancellation fee will be charged and the remaining amount will be credited back to you. Item changes prior to your order being shipped must be discussed with a RalliTEK employee.

U.S. DOMESTIC RETURNS

If a product is ordered and not wanted, the **unused, unopened** item can be returned for a 25% restocking fee. Shipping is not refundable in either direction. Items that are damaged and/or incorrect products received **must be reported within 5 days of receiving the shipment** to be considered for a return. No items will be returnable after 30 days.

INTERNATIONAL CANCELLATION & RETURNS

Due to the complexities and costs associated with international merchandise returns, all sales to our international customers are final. RalliTEK does not offer returns nor refunds for international addresses.

EXCHANGES

RalliTEK accepts exchanges but the original item must be received by RalliTEK in the very same condition it had been sold to avoid additional fees. To make a request for an exchange, customers must contact us by phone: **503-619-0055 EXT.2** or email: dallin@rallitek.com to receive approval and return instructions.

Terms for an Exchange:

- Customers must supply proof-of-purchase for the item before an exchange is considered. • Customers are required to ship the original package at their own expense.
- In order to avoid a restocking fee, exchange items must arrive at our facility with all supporting parts and manuals and in the same **NEW** (pristine and re-sellable) condition in which it was sold.

- Items received in any other condition other than described above will incur a 25% restocking fee.

NON-DELIVERY & REFUSED DELIVERY

Orders returned to RalliTEK by the shipping carrier as “Undeliverable” or “Refused” will be refunded to the customer only after all freight charges and a 15% restocking fee are applied. If the customer desires to have the product resent to a new or corrected address, RalliTEK will charge the customer for the additional freight charges and waive the 15% restocking fee.

REFUNDS ON SHIPPING CHARGES

RalliTEK and RalliTEK.com does not refund shipping charges. In the event the product you ordered is sent or processed incorrectly by RalliTEK, we will accept the package back and credit the customer any additional shipping costs incurred by the error. If necessary, RalliTEK will reship the item back to the customer.

In the event a customer-provided address conflicts with the freight carrier and their ability to deliver a package, the customer is fully responsible for the product and the order charges. This includes shipping attempts to PO boxes or other delivery addresses that are not supported by the freight carrier. Customers must ensure they select the appropriate shipping address during online checkout with RalliTEK.

Please note that the refund amount on orders that qualified for Free Shipping will be reduced by the amount incurred to ship the product to the customer.

MANUFACTURER WARRANTIES (FOR NON RALLITEK BRANDED PRODUCTS)

These products do not have any written or implied warranties. RalliTEK is not responsible for any product failure or failure due to installation. Products on RalliTEK.com are sold with the warranty applied directly from the manufacturer. Customer must contact the product brand manufacturer for any warranty details. All products sold on Rallitek.com are intended for off-road and/or race use only as suggested by the manufacturer and should be installed and set up by professional service centers only. Should a warranty claim arise, the customer and the manufacturer will handle all warranty issues directly.

There is no warranty on high-performance or race-related parts due to the nature of usage.

No payment or reimbursement shall be made for installation, removal, transportation, or other charges. The remedies set forth in this instrument are exclusive and the liability of RalliTEK with respect to any sale shall not exceed the price of the product on which the liability is based.

EXCEPT AS STATED OTHERWISE IN THIS WARRANTY, RALLITEK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. RalliTEK shall not in any case be liable for special, incidental, consequential, indirect, or other similar damages arising from any breach of these warranties even if RalliTEK or its agent has been advised of the possibility of such damages. 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 is governed by the laws of the State of Oregon.

RALLITEK BRANDED PRODUCTS LIFETIME WARRANTY

RalliTEK branded products are warranted to the original owner against manufacturing defects in materials and workmanship for the lifetime of the product.

If a RalliTEK branded product covered by this warranty fails due to a manufacturing defect we will repair the product, without charge, or replace it at our discretion. Only original, unaltered, and unmodified materials and workmanship are covered by this policy. This warranty does not cover damage caused by incorrect installation, accident, improper care, negligence, normal wear and tear, or the natural breakdown of colors and materials over extended time and use. Damage not covered under warranty may be repaired for a reasonable rate and a fee will be charged for return shipping.

For a warranty evaluation, please contact RalliTEK at 503-619-0055 EXT.2 (dallin@RalliTEK.com) to obtain a return authorization. Once this step has been completed, your product must be returned directly to the RalliTEK Warranty Department, 13339 NE Airport Way, Suite 500, Portland, OR 97230. All shipping to the Warranty Department must be pre-paid and insured. RalliTEK will not be liable for lost in-bound packages.

NOTE:

- This warranty is only available within the United States or Canada.
- This warranty gives you specific legal rights; you may have other rights, which vary from state to state.
- This warranty does not cover products sold by RalliTEK that are not RalliTEK branded products.

The RalliTEK website sells RalliTEK branded discontinued, special make-up, and slightly blemished products at significant discounts as 'factory seconds' products. This warranty does not automatically cover products purchased as 'factory seconds'. RalliTEK reserves the right to determine if any warranty applies on a case by case basis for 'factory second' parts. If approved, the RalliTEK Warranty Department may repair 'factory seconds' products for a reasonable charge and applicable shipping charges.

PRIVACY POLICY

Thank you for choosing to be part of our community at RalliTEK, a subsidiary of Performance Race Engineering, LLC. RalliTEK is committed to protecting your personal information and your right to privacy. If you have any questions or concerns about our policy or our practices with regards to your personal information, please contact us at dallin@rallitek.com.

RalliTEK may collect personally identifiable information while you are using our site. We also automatically receive and record information on our server logs from your browser including your IP address, cookie information, the page(s) you visited, and device characteristics.

Personally, Identifiable Information is defined as: *“first and last name, email address, postal address, phone number, data necessary to process your payment if you make a purchase, such as your payment instrument number (ie: credit card number), and the security code associated with your payment*

instrument". RalliTEK complies with all state and federal laws, protecting your rights while fulfilling our business obligations therefore, RalliTEK will NEVER sell or trade your personally identifiable information. RalliTEK uses this information for business purposes only including marketing and data analytics to improve marketing efforts and enrich our customer experience.

SOCIAL MEDIA and GOOGLE MAPS

Our website, mobile application, and or Facebook application uses Google Maps APIs for the purpose of providing better service. By using the Maps API Implementation, you agree to be bound by Google's Terms of Service. We use information such as location in conjunction with data from other data providers to enhance navigation and customer experience while visiting our website.

SECURITY POLICY

All customer data, including any personally identifiable information, is kept secure "at-all-times" during the transmission of any payments. RalliTEK employs appropriate technical and organizational security measures to ensure that all payment and personal information remains secure and encrypted. Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read over the internet.

METHODS OF TRANSACTION SECURITY

RalliTEK uses SSL (Secure Socket Layer) for transaction security along with Authorize.net payment gateway.

DISCLOSURE OF CURRENCY

All transactions are in US dollars.

Business Name: _____

Authorized Representative (Signature): _____

Authorized Representative (Printed): _____

Date: _____

PROPOSITION 65 ACKNOWLEDGEMENT

Under the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), the sale in California of products that contain chemicals known to the state of California to cause cancer, birth defects, or other reproductive harm must be accompanied by specific warnings. The warning requirements apply to all retail stores located in California and to all mail order sales made to California residents (whether by mail, catalog, telephone or electronically). In addition, distributors of RalliTEK Performance ("RalliTEK") products must pass on information about the warning requirement to their customers. Failure to provide warnings as required could subject your company to significant monetary penalties. If you have questions about the specifics of the warning program, please contact your company's general counsel or attorneys.

By signing below, I confirm I am in a position of authority within our company and that I have read and am familiar with the information, instructions, and materials concerning the California Proposition 65 warning requirements. It is our company's intention to comply with all California Proposition 65 warning requirement.

Business Name: _____

Authorized Representative (Signature): _____

Authorized Representative (Printed): _____

Date: _____