## **GrimmSpeed Terms and Conditions Policy**

**General Policy Notes:** This Policy is one of a few GrimmSpeed Policies referred to in the GrimmSpeed Authorized Dealer Agreement. The GrimmSpeed Authorized Dealer Agreement governs the application of this and other policies and the two should always be referred to in tandem. In the event that language in the dealer agreement and GrimmSpeed Policy conflict in any way, the Policy rules. The Dealer refers to any GrimmSpeed Authorized Dealer. This agreement is effective as of December 12, 2015.

## 1.) Product Purchasing

- a. Purchase orders for GrimmSpeed Product must be submitted to GrimmSpeed by The Dealer via email to <a href="mailto:sales@grimmspeed.com">sales@grimmspeed.com</a>. Payment terms are noted in your Authorization Approval documentation and may be changed at any time with notice. Late payments by The Dealer may bear a one percent (1%) interest for each month where payment is owed by not received. Failure to pay GrimmSpeed in full by the time noted in your individual payment terms is considered to be a breach of this agreement and may result in the altering of future payment terms and options. The Dealer may use a standard purchase order form as required by their purchasing system, but not that all other terms printed or otherwise included in that form, beyond the contents of the order of itself are null and void.
- b. Purchase orders received will be processed as quickly as possible and all in-stock inventory will be delivered in a reasonable time frame. GrimmSpeed products that are out of stock may be canceled, placed on the next shipment or sent separately. GrimmSpeed staff will communicate effectively and efficiently regarding out-of-stock situations.
- **c.** GrimmSpeed does not generally facilitate the 'dropshipping' of orders. On a case-by-case basis, GrimmSpeed may agree to ship an order to a location other than The Dealer and depending on the circumstance, such a service may incur a surcharge, to be agreed upon prior to shipping.. These terms are subject to change without notice.
- d. All shipments are made from our facility in Minneapolis, MN and risk of loss is transferred to The Dealer upon delivery to the carrier. Products shall be deemed accepted by you upon delivery to such carrier and you waive all right of revocation. In the event of any damage to Products in shipment, The Dealer will be responsible for resolving any resulting claims with the carrier.

## **2.)** Requirements. The Dealer agrees to the following requirements.

- a. The Dealer will maintain a physical retail location at the address described in their GrimmSpeed Authorized Dealer Application or at another location that has also been approved by GrimmSpeed. GrimmSpeed reserves the right to inspect the facility at any time with or without notice to ensure compliance with GrimmSpeed's Authorized Dealer agreement.
- b. Dealers may install GrimmSpeed products for their customers. The Dealer agrees to accept full responsibility for such installations and agrees that all work will be done competently and professionally. The Dealer agrees to indemnify and defend GrimmSpeed against, and to hold us harmless from, any claims, demands, threats, suits, proceedings, losses, costs or damages (including reasonable attorney's fees) resulting from or in connection with any such installations, provided that we give you prompt notice and cooperate reasonably with you, at your expense, in connection therewith.