# **TERMS AND CONDITIONS**

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The following terms and conditions apply solely to DropKick Customs, LLC., and our internet presence: DropKickCustomsllc.com, its subsidiaries and affiliates. Through engaging in the use of our site you provide your sole discretion to be bound by the terms and conditions of use via DropKickCustomsllc.com. These Terms and Conditions govern your use of, and any purchase made from DropKickCustomsllc.com. The term DropKick Customs, LLC., 'us', 'our' or 'we' refers to the owner(s) of this website. The term 'you' refers to any users or viewers of our website. The use of this website is subjected to all of the following terms and conditions as designated by DropKick Customs, LLC.

DropKickCustomsllc.com reserves the right to change or modify any of the Terms and Conditions and/or any policy or guideline of the site at any time, at our sole discretion. Any and all changes or modifications to any content, including these Terms and Conditions are effective immediately upon posting of the revisions on this site. Please review these Terms and Conditions and any of our other policies frequently to fully understand our Terms and Conditions that apply to your use of this site.

## Our Product Data, Availability and Pricing

At DropKick Customs, LLC., we strive to maintain any and all data applicable to our products, pricing and availability. Although sometimes this content may not be accurate to what is displayed on our site due to system or typographical errors. We reserve the right to correct any and all errors if they may occur. We do not honor inaccurate data, pricing or availability if these errors are present.

#### **Payments**

We proudly accept all; Visa, MasterCard, Discover, and American Express cards. Our payment platform is 100% safe and secure. We also accept cashier check, or money order. (Allow 7-10 business days processing all checks for clearing.) We also accept direct deposit and bank wire transfer. – Please contact us for details.

If you are looking to place a high quantity order please contact us at dropkickcustomsllc@gmail.com.

# **Shipping Policies**

DropKick Customs, LLC., attempts to provide the absolute best shipping prices possible for you. From time to time, freight shipments may cost more than what is quoted on our website this can be due to hazardous materials, specialized components, and shipments to outside the continental U.S., such as Alaska or Hawaii. If the cost of freight is more than your order total on our website, then we will contact you with a quote for the additional freight charges due, you may elect to cancel or accept the order in this case. At this time, we are unable to ship to P.O. Boxes. Most of the time we are able to ship to APO, FPO, and military installations. If you have a P.O. Box, or an address that we are unable to ship to - we will contact you and try to arrange shipping to a local mail outlet such as a UPS Store or FedEx Store, or an authorized retailer of one of these companies.

We may change our shipping method for any small parcel items (non-freight), at our discretion to other carriers (e.g., FedEx, UPS, USPS, etc..), if deemed appropriate. If this is the case your shipping priority post remains the same. For example, if you purchase "2-Day FedEx", we may use the same delivery time of "2-Day" from UPS or others and so on. Once your item is processed, prepared for shipment, or shipped, we will not cancel free of charge, and therefore you would be held responsible for all applicable shipping costs and a mandatory 20% restocking fee. We reserve the right to cancel any order for any reason, if this were to occur it would likely be due to an error of pricing, availability or otherwise.

\*On items with advertised (Free Shipping) - Items which are marked for "Free Shipping" applies to standard ground speed via FedEx, UPS or USPS. Free Shipping only applies to the Continental U.S. (48 States). If you need an item for free shipping mailed faster to you; please contact us so we may arrange another method.

## **Receiving Shipments**

It is your responsibility to thoroughly inspect your order. We advise that you should carefully inspect the packages for any damage. Please make a note of any damage to the box on the delivery receipt. You may mark on the delivery receipt "concealed damage possible" if the delivery driver cannot or will not wait while you conduct your inspection. We urge you to contact us regarding any damage within 24 hours of your delivery, as we must file a claim with our distributor and the shipping provider to successfully ensure insurance obligations are met with these companies.

Make sure to account for all the items you have purchased, contact us if the contents of your order differ from the order you placed from us through our company. If a shipment is refused you will be responsible for any restocking fees (20%), plus all the shipping costs will be your responsibility.

## **Cancellation Policy**

Once you place an order with us, and if you would like to cancel your order prior to shipment; please call during business hours. If your order has not yet been processed or authorized through our payment system, and your credit card has not been charged, then there is no fee. If your order has already been processed/authorized and/or if your credit card was charged, then there will be a **5% cancellation fee** for your order – no exceptions.

If any portion of your order has shipped, then our **restocking fee** will be deducted from your refund. The refund will occur within 48 hours of the receipt of the cancellation or the return of all products that have shipped. Funds on your card may take 7 business days or longer to reach you through your bank and payment processor.

# **Returns Policy**

Use of our site as well as purchasing from us, constitute consent and understanding of:

DropKickCustomsllc.com 's return policy. Returns can only be accepted with prior authorization from us, and must include the Return Material Authorization (RMA) number in order to return products. Any product that is returned must be in brand new perfect condition, in the original manufacturer's packaging with all hardware and documentation. Returns will not be accepted for installed or used items. Returns must be shipped via prepaid freight and insured via the carrier of your choice within 15 days of delivery. We will not accept returns beyond 15 days of the original delivery. Shipping charges are non-refundable.

Items which are requested to be returned are charged a 20% restocking fee unless an RMA applies to damages, overages, shortages or other errors on behalf of the manufacturer. A restocking fee will be charged for any other return reason. Returns will be inspected by our distributor to attain accuracy of the RMA. If our distributor deems the RMA is inaccurate to the return reasoning by you - then restocking fees will apply. Returns will apply to orders that have been processed by us and are sent out for shipment, prepared for shipment, and at any cycle of the transit process are subject to restocking fees.

\*Some items we sell are NCNR (Non-Cancellable, Non-Returnable), and cannot be returned once shipped. If an item is NCNR you are purchasing, a sales representative will notify you before placing your order for your authorization.

If you need to obtain an RMA number please contact us at <u>DropKickCustomsllc@gmail.com</u> or by calling: (813) 515-6607.

## **Returns, Damages, and Claims Policy**

Though we work to ensure that each and every order is checked for accuracy, correctly packaged, and properly shipped, issues with shipments do arise occasionally. There are several steps the customer can take in order to limit the occurrence errors and catch those that do occur.

# **Order Inspection & Verification**

- Before signing for a delivery, it is the Customer's responsibility to inspect the deliver for **correct item count and condition. Note any discrepancies in item count and any item damage on Delivery Receipt** and inform the Driver.
  - Look for the following...
    - Torn or punctured cardboard or stretch wrap
    - Broken or crushed corners
  - Verify that the Packing Slip matches the items received in the shipment.
  - If the Driver will wait, we so recommend opening the shipment and inspecting items.
- Please do not refuse the delivery.
  - Refusing delivery may result in additional freight charges.

The process for reporting order discrepancies varies based on what the issue is. By following the steps laid out below, the Customer can ensure that claims are processed in the most efficient manner possible. Please direct any questions not covered below to one of our RMA specialists at: <u>DropKickCustomsllc@gmail.com</u>.

# **Reporting Order Issues**

For Shipping Damage:

- After inspecting the order, immediately write a description of the discrepancy on the Delivery Receipt and inform the Driver. After noting all discrepancies, please sign for Delivery
  - <u>Note:</u> If damage is not recorded <u>and</u> brought to the driver's attention, the carrier will not honor any damage claim.
  - Please also indicate on the Delivery Receipt if the driver was unable or unwilling to wait to allow an inspection of the items within the shipment
- Before filing a 'Freight Damages' claim, you must collect the following:
  - Pictures of the damaged packaging and product
  - Serial numbers for all damaged modules and inverters
  - A copy of the Delivery Receipt and Bill of Lading
  - A copy of Packaging Slip and invoice
- Parcel and freight damages claims are handled differently
  - If this was a **parcel shipment** 
    - Please file an RMA claim online at www.DropKickCustomsllc.com using the "RMA Claim Form" within 48 hours of delivery.
    - Our agreement with our parcel shippers requires us to file parcel claims for our customers; these claims must be filed with the carriers as soon as possible to enhance the likelihood of success.
  - If this was a **freight shipment** 
    - Please file a claim form with the shipping carrier.
    - Feel free to reach out to our RMA department with any questions about how to file this claim.
    - <u>Note:</u> Filing out a DKC RMA form is only required if a replacement order is needed (see below for details).
- Once the claim is filed please wait to be contacted by the shipping carrier or DKC's RMA Department for the damage inspection
  - Note: For a successful inspection, all original packaging and damaged product must be maintained until the claim has been settled.

For Overage, Shortage, or Missing Items:

- After inspecting the order, immediately write a description of the item count discrepancy on the Delivery Receipt and inform the Driver. For any overage, shortage, or missing item issues place file an RMA claim by contacting <u>DropKickCustomsllc@gmail.com</u> within 30 days of receipt.
  - <u>Note:</u> Unshipped items will not appear on the Packing List and will automatically be shipped to the address on the order as soon as product becomes available. *It is not necessary to submit an RMA Claim for these issues.*
- After reviewing the submitted form, one of our RMA Specialists will reach out to assist with the order issue.

## **Replacement Orders**

- While submitting an 'RMA claim form', please indicate the need for a replacement order
  - <u>Note:</u> In most cases, we require a signed agreement to pay for the replacement order before sending out replacement product

## **Returning Product**

- After filling out an RMA form, our RMA specialists will reach out assist with any return of any undesired product
  - Note: Certain items are non-returnable, including:
    - Custom ordered items that are non-stocking items
    - Non-stocking items that are drop shipped directly from the manufacturer
    - Final sale items that are closeout, discontinued, or obsolete
- Please return your items to the nearest DKC warehouse. To expedite claims processing, email the tracking number for your return to our RMA department at <a href="mailto:DropKickCustomsllc@gmail.com">DropKickCustomsllc@gmail.com</a>
  - Please do not return any product without prior written authorization provided by the RMA Department.
  - The RMA number provided by our team must be included and visible on the return shipment to receive credit.
  - <u>Note:</u> We will only pay for return shipping if the order issue was due to any error on the part of DKC.
- Once we have received and inspected the return, we will credit the customer's account for the original purchase price minus restocking fees (if applicable).
  - If the return is not due to our error, a restocking fee will be charged at the following rates: <u>Note:</u> Credit will not be issued for returned Product that is not received in resalable condition.
    - Domestic returns will incur a flat 20% restock fee
    - International returns will incur at a flat 30% restock fee.

## **Return Merchandise Authorization**

Any items returned without an RMA number from us cannot be accepted and at your expense will be shipped back to you. The RMA may include a different return address than our companies address which was posted on the original packing slip for the original delivery of goods. The RMA number must be obviously displayed on the shipping label of any returned products. You are solely responsible for the return shipping and insurance price, unless they are damaged or defective products.

If you need an RMA number, contact <u>DropKickCustomsllc@gmail.com</u> and follow our instructions for filling RMA form out on our website.

## **Privacy Policy**

Your privacy and security are very important to us. Therefore, we collect only the necessary data to process orders and quotes. We may collect personal information from you in a variety of ways, this may be used for, but not limited to: quotes, orders, creating account, trends and analytics, RMA forms - and we do not distribute this information unnecessarily with any third parties. You agree that all of this information is voluntarily supplied by you. **DropKick Customs, LLC**., takes your privacy and security very seriously.

Therefore DropKickCustomsllc.com employs a variety of methods to ensure the security is viable DropKickCustomsllc.com is protected. All transactions are securely processed.

#### Links

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#### Liability

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#### Indemnity

By visiting our website, you agree to the goodwill and indemnify and defend and hold harmless DropKick Customs, LLC., and any affiliate of which from all claims, liabilities, damages or otherwise, and including any or all attorney fees and costs for any breach of our Terms and Conditions.

## Arbitration

Any controversy or claim made by you relating to DropKick Customs, LLC., this contract or any breach thereof, shall be settled by arbitration administrated in our venue or forum of choice, and will only be entertained if these claims are reasonable, and therefore must show that actual claims relate to true losses or damages as a result on our behalf. The demand for arbitration must be made in a reasonable time frame, and no later than 30 days from the aggrieved party knew or should have known of any controversy, claim, dispute or breach. DropKick Customs, LLC., reserves the right to modify our arbitration at any time. If for any reason we decide that arbitration is not plausible then we will use our choice of law and forum. Therefore, use of DropKick Customs, LLC's website shall be governed in all respects by the laws of the state of Florida, and you agree if we decide against arbitration or otherwise will be located in Hillsborough County, Florida. The final decision in the venue of arbitration or otherwise will be solely made by us, and will only be entertained upon its validity. You waive the right to choose of law and forum and venue to our sole discretion.

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