

- Please review the quotation/order when received to ensure accuracy on agreed price and lead time.
- Multiple parts and/or large quantity parts may extend lead times.
- Custom parts that are quoted and then ordered are non-refundable, non-restockable, and non-returnable.
- Freight is Ex Works (EXW) Factory.
- Minimum order \$50.

Delivery from inExhaust™, hereafter referred to as Manufacturer, is defined as the date/time the equipment leaves the Manufacturer's shipping dock.

Manufacturer provides two options for shipping terms. **By default, the Manufacturer shall choose Option 1 unless directed by the Purchaser or otherwise specified.**

## OPTION 1

Shipment is Ex Works (EXW) Factory, Freight Prepaid & Add

- a) The Manufacturer pays and invoices Purchaser for freight charges
- b) The Purchaser assumes the title and control of the equipment at the moment the carrier signs the bill of lading
- c) The Manufacturer reserves the right to select the freight carrier
- d) The Purchaser is responsible for filing and settling claims for loss or damage of equipment

## OPTION 2

Shipment is Ex Works (EXW) Origin Freight Collect.

- a) The Purchaser pays and bears the freight charges
  - b) The Purchaser assumes title and control of the equipment at the moment the carrier signs the bill of lading
  - c) The Purchaser is responsible for filing and settling claims for loss or damage of equipment
- All drawings and documents furnished to Purchaser by the Manufacturer is the work product of the Manufacturer who shall be deemed the author and shall retain all common law, statutory law and other rights of ownership, including copyrights. Purchaser may make and retain copies for informational purposes only.
  - The Manufacturer will endeavor to make shipment of orders as scheduled whenever possible. However, all shipment dates are approximate only, and the Manufacturer reserves the right to adjust shipment schedules at its sole discretion.

**UNDER NO CIRCUMSTANCES WILL THE MANUFACTURER BE RESPONSIBLE OR INCUR ANY LIABILITY FOR COSTS OR DAMAGES OF ANY NATURE (WHETHER GENERAL, CONSEQUENTIAL, AS A PENALTY OR LIQUIDATED DAMAGES, OR OTHERWISE) ARISING OUT OF OR OWING TO ANY DELAYS IN DELIVERY.**

## Origin Freight Collect Delay of Shipment

When the equipment is ready for shipment and shipment is delayed or postponed through any causes, or at Purchaser's request, the Purchaser shall:

- Pay the Manufacturer's invoice for the equipment as per payment terms,
- Arrange for storage of the equipment covered by this agreement other than at the Manufacturer's facility, unless by separate written agreement the Manufacturer shall agree to store the equipment and the charges for such storage.
- The Manufacturer warrants to the Purchaser that it will repair or replace at Manufacturer's option, any equipment, or parts of equipment, which, in the Manufacturer's judgment is defective in material or workmanship for a period of one (1) year after the date of shipment from the Manufacturer's facility.
- Equipment, accessories and other parts and components not manufactured by the Manufacturer are warranted only to the extent of and by the original manufacturer's warranty to the Manufacturer, and in no event shall such other manufacturer's warranty create any more extensive obligations of the Manufacturer to the Purchaser than the Manufacturer's warranty covering equipment manufactured by the Manufacturer.

**NOTE: Upon receipt of shipment, customer is responsible for inspection of items. Most carriers require immediate notification of damage.** This means inspection must be made at time of delivery and any damage must be noted on the carrier's paperwork. A signature without mention of damage is considered "clear" by the carrier and will not be covered under insurance.

Any missing or damaged goods must be reported in writing to the vendor within 30 days from date of receipt. Lack of notification within 30 days will be considered as complete and satisfactory delivery of goods.

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**Thank you for choosing inExhaust as your exhaust system components solution!**  
**For any questions, please contact us at [sales@inExhaust.com](mailto:sales@inExhaust.com)**