

#### **TERMS AND CONDITIONS**

All orders placed with Anderson Composites (phone, fax, mail, verbal, or e-mail), either directly or through another account, constitute the acknowledgment and acceptance of all of the conditions listed below:

# **Warranty and Disclaimer**

Items sold by Anderson Composites International, Inc. may not be legal for street use in all states. It is the buyer's responsibility to comply with applicable state laws. Buyer understands that due to strict U.S. Federal and State safety crash guidelines, Anderson Composites is not responsible or liable for any damages or possible injuries incurred upon possible accidents due to driver error, incorrect installations, bad judgment, or act of nature/God, Allah, Jehovah, etc. All products are intended for off-highway uses, and should be used for their intended purposes only. Anderson Composites does not take responsibility over buyer installation, modification, and unusual stress of the products. The buyer assumes all responsibilities for determining the suitability of the products. Anderson Composites is not responsible for any damages incurred either directly or indirectly on the vehicles or operators/passengers within the vehicles.

## Installation

All products require professional installation. Buyer understands that some products may require modifications for correct fitment. Minor adjustments may be necessary as part of the normal installation process. All hoods require hood pins for safety reasons. All carbon fiber products will not sustain any force or weight, for they could be cracked by such force or weight. Anderson Composites has made an effort to produce all its aftermarket products to fit the original factory automobile as closely as possible. However, some occasional prepping may be necessary for an ideal fit. The buyer needs to perform these steps to his/her satisfaction before installation. If the buyer wishes to paint the products, he or she must pre-fit the parts to the automobile before painting to ensure proper fit. There are absolutely no returns on painted products.

# **Shipping Damage**

Anderson Composites packs all products carefully to prevent damage during shipping. However, damage may still occur occasionally in transit. Buyer must inspect the packaging and the products carefully upon receiving them, then accept the shipment and notate any damages and irregularities, such as crushed, torn, punctured, or broken parts on both the packaging and the product, on the freight bill or receipt at the driver's presence. Buyer must retain all cartons, packing materials, and damaged products for the carrier's damage inspector to inspect. Do not refuse shipment or return it without approval, because the buyer's right to make a damage claim may be denied. A signed receipt without any notation indemnified the carrier as well as Anderson Composites International, Inc. from any further damage claim. Discovery of damages after a clear delivery becomes the responsibility of the customer.

All damages must be notified to carrier AND Anderson Composites within 24 hours. In cases of damage with proper notation on receipt, the carrier will determine whether to pay for repair cost or replacement value of the damaged goods after damage inspection. Replacement value is the amount the buyer paid to Anderson Composites and is not negotiable. All disputes about the settlement amount should be addressed with the carrier. Anderson Composites, under no circumstances, shall be liable for the damaged product or for subsequent settlement of the claim with the carrier.

#### **Defective Products**

All products require professional installation. Minor adjustments might be necessary. These are normal body work and installation steps. Therefore it is NOT considered to be defective. Pictures are required to demonstrate true defects on products prior to return. See below for information on our return policy.



#### Returns

Special orders cannot be returned. If the buyer decides to return any part of the ordered item, he or she must contact Anderson Composites and receive a return authorization within three (3) days of receiving the parts. A Return Authorization number (RA number) will be issued to the buyer by Anderson Composites, and it must be written on the outside of the packages being returned. Returned products must be received back at Anderson Composites within 10 days of issuing the return authorization. There is no return for any parts that have been used, modified, painted, or installed. All returned products are subject to a 30% restocking fee, and shipping and handling fees are not refundable. All products which are approved for return are for store credit only. All products returned must be in the original shipping carton in the same condition as it was originally delivered or shipped. Only the original buyer may request for a return of products. Defective items may be exchanged for the same item only. Upon receipt of returned parts, Anderson Composites shall inspect the parts to determine their exact condition. If Anderson Composites does not accept the goods as being defective and/or returnable, buyer must accept any incurred costs. All returns, regardless of the underlying reason, must be sent shipping prepaid. Any returns sent shipping collect or without RA number will be refused and returned to the buyer at his or her own expense. Shipping costs to and from the purchaser are not refundable. Buyer is advised to insure the returned goods for their full value for his or her own protection. Otherwise, neither Anderson Composites nor the shipping company would be responsible for any damage or loss in shipment. Refund will not be issued on returned products that are damaged on the way back to Anderson Composites.

### **Special Orders**

All special orders require a minimum, non-refundable deposit of 50% of the sales total. If there is cancellation by the buyer for any reason, the deposit is forfeited immediately. In addition, Anderson Composites is not responsible for any late shipments. Buyer shall not be entitled to charge backs, reductions of price, or other offsets as a result of late shipment.

# Shipping and Backorders

Anderson Composites tries to maintain a good stocking level in order to prevent backorders. However, in case a backorder is necessary, Anderson Composites will ship the order as soon as the parts become available. Backorders must be canceled within five days from when the order is placed, or before when the parts become available, whichever is sooner. Otherwise, the parts will automatically be shipped to the buyer. Anderson Composites tries to ship regular, in-stock items within the next two business days. Please allow 5-10 working days for in-stock items to arrive. All shipping dates are approximate. Buyer is fully responsible for all shipping charges, unless otherwise negotiated with Anderson Composites. Shipping to residential addresses (as opposed to business addresses) will incur additional costs.

# Contingencies

Anderson Composites shall not be liable for any failures to produce product to buyer when the cause of such failure is the result of the forces of nature, labor disputes, supplies or material shortage, acts of local, state, national, civil, or other authorities or public agencies; utility or communication failures, accidents, strikes, transportation problems, or any act or cause that does not normally occur in the ordinary course of Anderson Composites' business.

All parts shall remain the property of Anderson Composites until paid in full.
All prices and specifications are subject to change without notice. Shipping costs are non-refundable. All special orders are non-returnable.