

Sales Terms & Policies

Sales Hotline: 800-359-5700

Headquarters: 9228 Rush St, South El Monte, CA 91733

VIP DEALER STATUS

Custom Chrome offers a comprehensive VIP program providing a wide range of benefits based upon a Dealer's annual purchases. Savings from these benefits can be significant, and we encourage you to get all the details from your Sales Representative. VIP benefits and all privileges associated with VIP Dealer status may be terminated if Dealer's account becomes past due. Privileges will be reinstated once account is brought current, but more than two defaults under Custom Chrome's terms and conditions will result in a downgrade or termination of VIP status and privileges. VIP Dealer status is reviewed monthly and rolled up if VIP Dealer has reached the next VIP level and also re-evaluated each fiscal year end for next year's placement. Custom Chrome has an annual minimum requirement of \$1500.00 in shippable product. Custom Chrome reserves the right to terminate the VIP Dealer program at anytime. Please contact your Sales Representative for more information on our VIP program.

Free Freight Qualifications:

For all orders with a Ship-To address within the 48 Continental United States, Custom Chrome offers Free Ground Freight to certain VIP Dealers. Orders that are less than \$50.00 shippable may be assessed a \$5.00 handling fee. Shipping providers may apply accessorial charges (examples of fees: address correction, liftgate, re-delivery, etc.) to selected shipments. These charges are not covered under the Free Freight offering. The customer may be responsible for these charges.

Back Orders:

We will not automatically ship back orders. It is the Dealer's responsibility to manage their back ordered items. However, a Sales Representative may reach out via phone or email to notify you the item is in stock or go over any available backorders when you call in an order. Drop Ship Program: Our drop ship program allows an authorized CCI Dealer to ship directly to the retail customer from our warehouse location. Fulfillment orders include a packing slip, without pricing, instead of an invoice document. Dealers will be billed for the \$10.00 Drop Ship Service Fee, for freight in accordance with the Dealers VIP level, and or the \$5.00 surcharge for orders under \$50.00 shippable product. Please refer to Custom Chrome's 'Terms of Fulfillment' on our website or contact a Sales Representative for program Terms and Conditions.

Shipping:

Prompt service and accurate orders are our primary considerations. Orders are processed and shipped the same day received, provided they are credit approved by 1:45pm PST for parcel and 1:00pm PST for truck shipments. Custom Chrome will ship your order by the most economical method that fulfills our shipping policy. Please be sure to save all boxes and packaging material when filing a claim and keep them until settlement is made. You must note any shortages and possible damages on the delivery receipt when you sign for the goods. Failure to do so may hinder our ability to process a UPS claim. Freight damages, losses and mis-shipments must be reported to Customer Service immediately at 800-359-5700

Hawaii, Alaska & Puerto Rico Shipping:

Choose from UPS Ground or USPS Postal to Help Save Freight Costs

Gold & Up VIP Dealers Qualify for Free Freight on certain product. (USPS flat rate shipping)

Flammable and/or Heavy Items Like Oil, Tires, Frames, Wheels, Motors etc., Must Ship Via Ocean Carrier.

Drop Ship Program:

Our drop ship program allows an authorized CCI Dealer to ship directly to the retail customer from our warehouse location. Fulfillment orders include a packing slip, without pricing, instead of an invoice document. Dealers will be billed for the \$10.00 Drop Ship Service Fee, for freight in accordance with the Dealers VIP level, and or the \$5.00 surcharge for orders under \$50.00 shippable product. Please refer to Custom Chrome's 'Terms of Fulfillment' on our website or contact a Sales Representative for program Terms and Conditions. Shipping:

Freight Damages And Losses:

Good business practices require that you always count and inspect the cartons before signing for them. Note any shortages or damage on the delivery receipt in order to establish the right to file a freight claim with the carrier. Failure to do so may hinder our ability to process a UPS claim. Take photos of any damage to your box/shipment prior to inspecting for shortages or damage to the contents. SHORTAGES AND MIS-SHIPMENTS Claims for shortages or mis-shipments must be made within 2 business days of receipt of goods. All shipments are double-checked and pass a weight check before shipment. An inventory check will be conducted to validate all claims.

Customer Service:

For issues such as returns, mis-shipments, shortages, delivery problems or manufacturer's warranty claims, prompt and courteous help is available from a Customer Service representative. Have your invoice and customer number handy when you call. You can reach us toll-free at: 1-800-359-5700 Monday – Friday 8:00am to 6:00pm Pacific Time

Return Policy:

If you need to return merchandise to us, a Return Merchandise Authorization (RMA) is necessary. Please call Customer Service and request an RMA. This number expires after 30 days, and must be clearly displayed on the outside of the package. Only those items approved on the RMA can be included in the package. PACKAGES RETURNED WITHOUT AN RMA NUMBER WILL BE RETURNED AT YOUR EXPENSE. Merchandise may be returned up to one year from the date of purchase. Returned merchandise for any other reason than warranty claims must be in good condition and may be subject to up to a 20% restocking fee. All returns are subject to inspection so we can determine if full or partial credit will be given. Any returned part that shows evidence of being used or installed contrary to manufacturer's instructions, and/or subjected to improper handling, packaging or return shipping by the customer, will not be eligible for exchange, refund or warranty consideration. Merchandise credits for approved returns will be given at

the sale price less applicable restock/repackage fees. Closeout and discontinued product cannot be returned. Disputes for denied credits must be received within 30 days of denial. Returns are shipped to Dealers primary distribution center location. RESTOCKING FEES No re-stocking fee will be charged on goods returned which are found to be defective or not as ordered. Non-defective goods (must be in "new" condition and in original unmarked packaging) returns will be charged a nominal 10% restocking fee (\$5.00 minimum). If the goods require repackaging a 20% (\$5.00 minimum) restock and repackage fee will be charged. REFUSED SHIPMENTS A restocking fee of 20% plus round-trip freight charges will be applied to all refused shipments. Refused shipments due to incorrect shipping addresses will be billed back to the dealer. Refused shipments will affect your credit terms.

Warranty:

Products distributed by Custom Chrome are covered by the manufacturer's warranty only. Manufacturer's warranty policies and administration vary considerably. Customer Service will assist you in following the proper process of getting warranty coverage. Most manufacturers reserve the right to repair or replace defective products at their discretion. Warranties do not cover consequential damages including paint and labor.

Prices:

Prices are subject to change without notice. We reserve the right to adjust prices if our cost increase. Additionally, in the event a mistake was made in our price list or catalog, we reserve the right to bill at the prevailing prices in place at the time of shipment.

Prices are F.O.B. Harrisburg, Pennsylvania. List prices are suggested only. Handling and transportation will affect your cost. Be sure to include these charges when establishing your selling price. We reserve the right to adjust prices as our costs increase. You should always check your invoices to verify prices, and adjust your retail pricing accordingly.

Multiple invoices for international orders are sent to our international customers to facilitate the handling of your order through customs and brokerage.

Terms and policies are subject to change without prior notice.

DISCLAIMER OF WARRANTIES AND LIMITATIONS ON LIABILITY

By your acceptance of goods from us, you agree to the following:

EXCEPT AS MAY BE EXPRESSLY SET FORTH IN A SPECIALLY NEGOTIATED PRODUCT INVOICE, neither CUSTOM CHROME nor any of its affiliates (collectively, the "Companies") make any representations OR WARRANTIES OF ANY KIND AS

TO ANY PRODUCT, WHETHER EXPRESS OR IMPLIED, AND HEREBY DISCLAIM

ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNDER SECTION 2314 OR 2315 OF THE CALIFORNIA UNIFORM COMMERCIAL CODE OR OTHERWISE.

MOTORCYCLES CAN BE DANGEROUS. THE COMPANIES HAVE NO CONTROL OVER THE USAGE OF ANY PRODUCT. THE COMPANIES EXPECT THE DEALER AND THE DEALER'S CUSTOMERS TO EXERCISE GOOD JUDGMENT AS TO THE PROPER SELECTION, INSTALLATION, USE AND MAINTENANCE OF ANY PRODUCT. THE COMPANIES ASSUME NO RESPONSIBILITY FOR DAMAGE OR INJURY OF ANY KIND ARISING OUT OF OR RELATING TO THE USE, MISUSE, OR IMPROPER APPLICATION OR INSTALLATION OF ANY PRODUCT IN ANY WAY BY ANY PERSON.

In no event shall the Companies BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO THE PURCHASE, SALE, USE, MISUSE, MALFUNCTION, OR IMPROPER APPLICATION OR INSTALLATION, OR FOR DAMAGES RELATING TO THE LOSS OF BUSINESS OR ANTICIPATORY PROFITS BY ANY PERSON.

Dealers are required to inform the appropriate Company of any product complaint before the Dealer decides, based solely on its own analysis, that service work or a replacement part is necessary to resolve a complaint.

Any and all disputes shall be governed by and interpreted in accordance with California law, without regard to its provisions regarding conflicts of laws.