

## DISCLAIMER

Diversified Machine, Inc. makes no warranties, express or implied, concerning any of the products manufactured or sold by Diversified Machine, Inc., including without limitation, implied warranties of merchantability or fitness for a particular purpose. In no event shall Diversified Machine, Inc. be liable for any loss, property damage, personal injury or death or any consequential, incidental, direct or special damages, including without limitation lost profits, directly or indirectly arising out of or resulting from any products manufactured or sold by Diversified Machine, Inc., whether based on breach of warranty, negligence, strict liability, or otherwise.

Buyer shall have no remedy for any loss, damage, expense or claim of any kind, directly or indirectly arising out of or related to any products manufactured or sold by Diversified Machine, Inc. for use in motor vehicles (collectively, "automobile parts"). Buyer's sole and exclusive remedy for any loss, damage expense or claim of any kind, directly or indirectly arising out of or relating to any products manufactured or sold by Diversified Machine, Inc. other than automobile parts, shall be a refund of the purchase price or the repair or replacement of the products, at Diversified Machine, Inc.'s option. Buyer agrees that the price for all products manufactured or sold by Diversified Machine, Inc. takes into consideration this limitation of liability and that prices for the automobile parts and other products manufactured or sold by Diversified Machine, Inc. would be higher if this limitation of liability did not apply.

## TERMS OF SERVICE

**Form of Payment**—Initial orders with Diversified Machine Incorporated (DMI) will be C.O.D. Orders will remain C.O.D. until credit has been established and account comes up for review. Approved business checks or certified checks are an acceptable form of C.O.D. payment. Money orders are also acceptable. Once credit has been established, payment shall meet the terms and conditions of DMI. Applicable sales tax will be charged on every item which sales tax exemption certification has not been provided. Failure to comply with these terms and conditions will result in penalties and possible termination of your open account status. Returned check fees will be in compliance with bank charges assessed to DMI.

**Order Information**—DMI requires a \$50.00 minimum order. All custom or special orders are subject to an additional fee. Custom orders also require a 50% deposit at time of ordering. Orders may be placed 7 days a week, 24 hours a day via fax line 717.397.7470 or website [www.sprintracecomponents.com](http://www.sprintracecomponents.com). Phone orders will be taken during normal business hours 8:00 am–5:00 pm EST Monday thru Friday. Please order using DMI assigned part numbers. All orders will be shipped F.O.B. warehouse.

**Foreign Orders**—All foreign orders must be paid in advance, in full, in U.S. currency. Additional shipping documentation and insurance costs may be applied and are paid for by customer.

**Returns and Back orders**—The invoice enclosed in your shipment will notify you of any items DMI had to backorder. DMI will backorder items unless requested otherwise. Backorders will usually ship within 30 days. If you wish to cancel a backorder, please contact a sales representative. The customer is responsible for a 20% restocking fee and freight charges if the backorder is cancelled after it has already shipped. Products may be exchanged for refund, credit, or exchange within 30 days of receipt. All returned items are subject to a 20% restocking fee. Should you need to return an item, please contact a sales representative for a return goods authorization number.

**Shipping Information**—DMI ships UPS daily. We offer all UPS services including next-day, second-day and three-day air. All air orders must be placed prior to 1:00 pm EST. DMI charges the appropriate UPS fees for C.O.D. and air shipments. DMI also charges a \$3.00 handling charge to all packages. DMI works in accordance with current UPS rate policies. DMI reserves the right to change shipping rates in accordance with rate increases by the shipping provider. DMI also ships via common carrier upon request. Common carrier shipments must be paid in full, including freight charges, prior to the order being sent. Always check the contents of your shipment immediately upon receipt. Should any damage be evident, immediately notify UPS or the freight company. To insure prompt replacement of goods, notification of damages should be given within three days.



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**[www.diversifiedracing.com](http://www.diversifiedracing.com)**