



# **TERMS AND CONDITIONS- DOMESTIC**

## **GENERAL:**

Tedd Cycle, Inc. sells only to legitimate motorcycle businesses (licensed commercial places of business serving the general public in the area of motorcycle sales, service and/or parts and accessories). Tedd Cycle, Inc. requires our dealer application be completed and returned to us along with a completed credit card authorization form. Upon dealer approval, we will send our dealer price list and catalog. The minimum order is \$10.00 in shippable merchandise within the United States and \$150.00 per order outside the United States. We ask that you purchase a minimum of \$500.00 worth of merchandise per year to maintain active dealer status and remain on our mailing list. All products are sold by application only to replace stock components by year and model application.

## **ORDERING:**

Website ordering is available 24 hours a day on our website: www.VTwinMfg.com. Telephone orders may be placed during our business hours of 8:30 AM-5:00PM EST Monday through Friday at 1-800-833-8946 (1-800-VEE-TWIN) or (845) 565-2806 outside of the United States. Fax orders may be placed 24 hours a day, seven days a week at 1-800-242-0443. Orders may be e-mailed to OrderDept@TeddCycle.com. All orders received by fax or e-mail will receive a confirmation of in stock items. Dealers with a valid email address on file will receive a shipping confirmation, regardless of how the order is placed. No orders will be deemed accepted by Tedd Cycle, Inc. until such time as the shipment leaves our facility and an invoice is issued. We reserve the right to accept or reject all or part of the order.

## **BACK-ORDERS:**

Our sales representatives will confirm if items are in stock or back-ordered at the time an order is placed. In the event an item is found to be back-ordered after the order is placed, dealers will only be notified of the backorder if the item is over \$25.00. Back-ordered items will not automatically be shipped. When a back-ordered item becomes available, the dealer will be notified and must place the item on a new order. Ordering a previously back-ordered item does not revoke any of our stated policy. Tedd Cycle, Inc. does not accept any additional obligation regarding back-ordered items.

## **PRICE CHANGES:**

The price of products is subject to change without notice. The price in effect at the time of the order will prevail regardless of what is printed. Possession of a price list does not constitute an offer. Should Tedd Cycle, Inc. lower the price of any product, Tedd Cycle, Inc. will not make any adjustment to any dealer's product inventory to reflect the new lower price. Our sales representatives read back the current prices when taking an order. A price increase is not a valid reason for a product return. In regard to items which are sold in a unit of measure such as pack, set, kit, pair, etc., the price reflects the cost per unit of measure. Parts sold as a pack, set, kit, pair, etc. are not available individually for distribution.

## SHIPPING:

All orders are shipped by United Parcel Service (UPS) with the following exceptions: Complete Bike Kits and Long Block Engines which are shipped by truck and require prepayment. Once payment is received the items ship freight paid.

## V-TWIN MFG.™ Tedd Cycle, Inc.

Plan orders on time to avoid the added expense of Air Services. Air freight transit times do not include weekends or holidays. We are unable to offer Saturday delivery for any method of shipping. Many times the freight charges are a high percentage of the total order, resulting in an unprofitable sale. Tedd Cycle, Inc. takes no responsibility for the arrival and freight charges incurred on air shipments. Tedd Cycle, Inc. will not send out any orders free air freight or reimburse freight costs on air orders. Please note that large or very heavy items are not profitable if they are shipped air delivery.

Orders placed after 12pm EST are not guaranteed to be shipped that day and may be shipped the following day.

Ground freight credit is applied on shippable orders of \$295.00 or more when shipped via UPS within the Continental United States.

Due to strict Customs Regulations, we do not ship hazardous materials by air freight. Our part numbers with prefix "41" are in this group.

**NOTE:** UPS may split a single shipment of multiple boxes by as much as 3 days. If all boxes do not arrive the same day, allow extra time for their arrival. Discrepancies or delivery claims must be reported as soon as possible within 30 days of invoice.

### **OVERSIZE CHARGE:**

All ground shipments that are less than 30 lbs. and measure over 84" in length and girth will have freight charges equal to 30 lbs. Many times this is the case for seats, exhaust systems and tires.

### DIMENSIONAL WEIGHT:

Dimensional Weight is determined by multiplying length x width x height, then dividing by 166. If this number is greater than the actual weight of the package, you will be billed for that weight. This is standard formula used throughout the air freight industry that considers density when determining charges. The following are examples of items that go by dimensional weight: Handlebars, seats, exhaust systems, forward control kits, fenders and gas tanks.

### CREDIT CARD PAYMENT:

Credit card orders will only be accepted after we have received a completed credit card authorization form. We accept Visa, Mastercard, Discover and American Express. Credit card charges to a third party are not permitted. For multiple credit cards on file, we will charge the first card on file. If the charge is declined, we will try the additional cards on file, in the order they are listed, until the charge is approved. Please list the card numbers in the order that you would like us to charge the cards. We are unable to change the order of the cards unless we receive a new Credit Card Authorization Form. Orders will be shipped C.O.D. if no approval is obtained (does not apply to drop-ship orders).

### **DROP-SHIP ORDERS:**

Our drop-ship service is available for no additional cost. A separate account must be established for drop-ship orders. All drop-ship orders must be billed to a credit card on file and cannot go C.O.D. Credit card charges to a third party are not permitted. All transactions or warranties must be done through the dealer. Dealers are responsible for providing valid delivery addresses and may be subject to redelivery fees for incorrect addresses.

### DAMAGED IN SHIPMENT:

Tedd Cycle, Inc. will not accept freight damaged merchandise for credit or account adjustment. Should the dealer receive merchandise which is damaged in transit, the following procedures must be adhered to:

- A. Keep all cartons, packaging and damaged products.
- B. Make a notation on the delivery receipt before the delivering carrier leaves premises and retain a copy thereof.
- C. Notify a Tedd Cycle, Inc. warranty representative immediately.
- D. Notify delivering carrier's claims department immediately in settling claim. Tedd Cycle, Inc. will assist in providing any documentation required to settle the claim.
- E. If there is concealed damage, the delivering carrier must be notified within 24 hours. Ownership of the merchandise transfers at the F.O.B. shipping point. Therefore, claims for lost or damaged merchandise must be originated by recipient and are required to be made to the delivering carrier, not Tedd Cycle, Inc. Tedd Cycle, Inc. must be informed immediately when loss or damage claim occurs.

### V-TWIN MFG.<sup>™</sup> Tedd Cycle, Inc.

### **REFUSED ORDERS:**

Orders returned to Tedd Cycle, Inc. will be put back in stock and a minimum 30% restocking charge will be added to the dealer's account. All orders returned to Tedd Cycle, Inc. for any reason, may result in the account being put on pre-pay status. Dealers are responsible for all freight charges incurred by Tedd Cycle, Inc.

#### **RETURNED CHECKS:**

Returned checks automatically revert account to certified check, money order, or credit card terms on all future purchases until the check(s) is replaced by a certified check, money order, credit card, or the check(s) has cleared with the bank. There is a \$30.00 charge on all returned checks. Placing an account back on C.O.D. company check terms will be solely at the discretion of Tedd Cycle, Inc. If legal action is used to collect any insufficient funds check, the prevailing party shall be entitled to its attorney's fee and costs in addition to any other relief it may receive.

#### C.O.D. SHIPMENT:

The total charges may be evenly divided between the boxes and a C.O.D. tag may be generated for each box. C.O.D. fees may result in an unprofitable sale, Tedd Cycle, Inc. does not cover C.O.D. fees.

UPS does not accept cash as payment for packages. Customers who have not been company check approved must pay by C.O.D. (certified check or money order payable to Tedd Cycle, Inc.) or credit card. We encourage all dealers to complete a Credit Card Authorization Form.

### **TERMS AND CONDITIONS- EXPORT**

1. <u>Dealer Account:</u> We will set up a dealer account after we receive your dealer application, shipping information, business license, photos inside & outside of your shop and a completed credit card authorization form. Orders shipping within the USA, Puerto Rico, Alaska and Hawaii are not considered export and will be assigned a separate account number, subject to our domestic Terms & Conditions.

2. <u>Payment:</u> Orders must be prepaid with Visa, Mastercard, Discover or American Express. After your payment is processed, the order will be released for shipment.

3. <u>Shipping</u>: Airfreight is determined by whichever is greater of actual weight or dimensional weight. Shipping address must be provided at the time of order and cannot be changed after order is entered.

4. <u>Orders shipping outside of the USA, Puerto Rico, Alaska and Hawaii:</u> Orders are shipped via UPS International Express, Express Saver or Expedited. Shipping charges must be prepaid or charged to a UPS account number. Due to freight and brokerage costs, orders that we export on your behalf must be at least \$300.00 of in-stock parts.

5. Orders shipping within the USA, Puerto Rico, Alaska and Hawaii: Orders are shipped via UPS and must be at least \$10.00 of instock parts.

6. <u>Pricing</u>: We suggest you always verify prices on larger ticket items, when manufacturers adjust prices we may adjust our prices. Prices are subject to change without notice. We reserve the right to change the unit of measure and prices when necessary. Orders cannot be changed after they are processed.

7. <u>Hazardous Materials</u>: Due to strict Customs Regulations, we do not ship hazardous materials overseas. Our part numbers with prefix "41" are in this group.

Thank you for your cooperation. We welcome and appreciate your business.