# **Payment Terms**

All orders will be shipped COD/money order or credit card unless company check approval or open account status has been established. Dealers requesting an open account or COD company check acceptance should request an application, specifying the method of payment. Allow four to six weeks after our receipt of the completed application for approval. Open account is forfeited for past due accounts and the account is put on a COD status. Protect your open account status by paying within the 30 days agreed. Late charges will be applied to accounts not paid on time at a rate of 1-1/2% per month (18% per year). Service charge, collection agency fees, actual attorneys fees, interest and other expenses incurred in the collection of past due accounts will be added to the balance due up to the maximum amount allowed by law.

ACCOUNTS ON WHICH WE ARE HOLDING AN NSF CHECK WILL BE PLACED ON A COD/MONEY ORDER ONLY STATUS WITH THE POSSIBILITY OF A 50% PREPAY REQUIREMENT ON ALL FUTURE ORDERS. There will be a \$25.00 charge on ALL RETURNED CHECKS.

### **Minimum Orders**

Our minimum order is \$25.00.

To remain active as a dealer, you must purchase at least \$500.00 of Sudco product per calendar year.

#### Shortages/Damaged Shipment

Report all shortages within ten (10) days. Claims made after ten days will not be honored.

Shortages and damaged shipments due to the fault of handling by the carrier must be claimed to the carrier. Advise the driver and your notation should be made on the bill of lading at the time of receipt.

## **Return Goods**

Return shipments will not be accepted unless request for a return authorization is made within ten (10) days of receipt.

DO NOT RETURN GOODS WITHOUT A WRITTEN RETURN GOODS AUTHORIZATION NO. FREIGHT AND A 20% HANDLING CHARGE WILL BE APPLIED TO ALL RETURNED GOODS UNLESS FOUND TO BE DEFECTIVE.CLOSE-OUT, DISCONTINUED, SPECIAL-ORDERED (NON STOCKING ITEMS) OR SPECIAL SALES MERCHANDISE CANNOT BE RETURNED.NO RETURNS oN ELECTRICAL, CARBURETOR TUNING, COMPONENTS, and SPECIAL SET CARBURETORS.

#### **Back Orders**

Back orders will be canceled if not shipped within 60 days of invoice. If you do not want back orders, please advise when ordering.

## **Freight Allowance Policy**

Within the continental U.S. (excludes Alaska and Hawaii), orders based on dealer prices which exceed \$350.00 will have surface freight allowance up to, but not to

exceed 10% of the invoice value. Selection of carrier will be at the option of Sudco, and all freight bills

or applicable invoices must be returned to Sudco for proper credit to your account.

Orders with special prices, spark plugs, oils, batteries, chains, or discounts are shipped freight collect regardless of the dollar amount.

### **Refused Orders**

Any refused order will result in a 50% money order deposit on all future orders.

The freight charges and 20% restocking fee will be assessed. All future orders will be held until the charges are paid in such refusals.

#### International Orders

Orders to dealers located outside of the United States will be shipped under the following terms:

A) Freight collect - FOB Los Angeles

B) Payment shall be Irrevocable Letter of Credit at Sight or Cash with Order in U.S. funds, VISA or MASTER Card. Please contact our office for special instructions or answers to your questions.

#### Warranty

Goods manufactured by others than Sudco International. Sudco makes no express warranties and there are no implied warranties of merchantability or fitness as to the goods distributed, but warranted, if at all, by the manufacturers of those goods. Sudco is not liable for any incidental or consequential damages.

Products used in COMPETITION or RACING are NOT WARRANTABLE.

The words Honda, Kawasaki, Yamaha, Suzuki, Harley-Davidson (or Harley), BMW, Ducati and KTM are used as a reference only. Our intention is that our products can be used on a particular motorcycle model.

Any damaged goods arising from the design or manufacturing of any item is the sole responsibility of the manufacturer. Please note local laws in your state or area concerning carburetion, exhaust modifications or any modifications. We make no claims that the original manufacturer recommends that you modify the motorcycle.

To the best of our knowledge, the contents of this catalog are correct. We assume no liability for any errors in regards to listings, specs., part numbers or applications. We reserve the right to change specifications, product description, quality, pricing and model applications at any time without notice and further obligation.