Conditions of Sale



To Order: AllPontiac.com/ Indian Adventures LLC., **To Order:** You may call 804-794-6777 or write or E-mail AllPontiac.com Frank Gostyla or Robert Cacciotti at sales-techsupport@allpontiac.com

If you wish to prepay your order, please contact us with your needs prior to placing any orders. You must include your name, address, parts ordered, and correct shipping address on each prepaid order.

Special Orders: All special orders are non-returnable and non-refundable. Special orders may also include prepayment. Special orders include, but are not limited to the following: any CNC package, assemblies, valve train components, engine blocks, special machining and/or labor operations.

Warranty Returns: All merchandise returned for warranty consideration, inspection, repair, etc. must be sent prepaid and insured. Included with this return must be the sender's name, address, phone number, and explanation of the problem and work to be done. A return authorization number must also accompany the return: this can be obtained by contacting AllPontiac.com/ Indian Adventures LLC., at 804-794-6777. AllPontiac.com/ Indian Adventures LLC., will ship warranties back in the most cost effective way. Any additional cost for freight upgrade will be at the customer's expense. This warranty covers replacement or repair of the product only and does not cover the cost of removal and/or installation.

There is absolutely no warranty on the following:

- A) Any products used in racing applications.
- B) Any product that has been physically altered, or improperly installed or maintained.
- C) Any product used in improper applications, abused or not used in conjunction with the proper parts.

Returned Merchandise: All merchandise being returned for credit must have prior approval from AllPontiac.com/ Indian Adventures LLC., All merchandise being returned for credit must be in original condition and will be inspected at time of receipt. It should be returned prepaid and insured and will be subject to a minimum 10% handling charge. Credit to any warehouse will be issued at the purchase price. No returns will be accepted after 90 days from invoice date.

Refused Shipments: All expenses resulting from a refused shipment will be the responsibility of the customer. A credit will be issued for the cost of product less freight and any other cost incurred from the refusal.

Drop Ship Policy: A drop-ship fee of \$65.00 for each pair of cylinder heads or each intake manifold will apply. A drop-ship fee of \$145.00 will apply for all engine blocks.

Prices and Payment: Prices are subject to change without notice. AllPontiac.com/ Indian Adventures LLC. cannot accept responsibility for printing errors in price sheets. All payments are C.O.D. unless otherwise noted. Customers receiving product are responsible for all taxes, (excluding AllPontiac.com/ Indian Adventures LLC. income tax) duties, tariffs, fees, assessments, freight, and delivery charges associated with customer's order. Customer shall be responsible for actual costs of collect incurred by AllPontiac.com/ Indian Adventures LLC. (including reasonable attorney's fees) for any invoices which are not timely paid, plus interest on the unpaid balance at 1 1/2% per month of the highest rate permitted by applicable law, whichever is less.

Minimum Advertised Pricing: It is the corporate policy of AllPontiac.com/ Indian Adventures LLC., not to sell its products to resellers that engage in advertising of AllPontiac.com products at prices that are discounted below AllPontiac.com/ Indian Adventures LLC., published jobber pricing or that resell to others that engage in such advertising. It is not our intention to dictate, or even suggest, the prices that our retailers charge. However, in order to maintain the reputation that our products have earned of being of the highest quality in the industry, we will exercise our right not to do business with anyone that would jeopardize that image by engaging in such advertising.

Shipping Charges: Standard shipping is F.O.B. Richmond , Va. UPS/FedEx service. Drop shipments are available to open accounts only.

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Acceptance: By placing an order with AllPontiac.com/ Indian Adventures LLC., the purchaser expressly consents to the terms and conditions contained herein and upon AllPontiac.com/ Indian Adventures LLC., providing the products ordered, these terms and conditions shall form an essential part of the contract between the parties.

Warranty: AllPontiac.com/ Indian Adventures LLC., warrants to the original purchaser that the AllPontiac.com/ Indian Adventures LLC., sold will be free from defects and material and workmanship under normal use. AllPontiac.com/Indian Adventures LLC., obligation under this Warranty shall be limited to the repair or replacement, at its option, of any parts or products which may prove defective under normal use within six (6) months from the date of sale, and which the examination of AllPontiac.com/ Indian Adventures LLC., reveals to its satisfaction that the products in question are in fact defective. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART AllPontiac.com/ Indian Adventures LLC., THE PURCHASER ACKNOWLEDGES THAT HE IS NOT RELYING ON AllPontiac.com/ Indian Adventures LLC., SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE WARRANTY CONTAINED HEREIN SHALL NOT APPLY TO ANY PART OR PRODUCT WHICH HAS BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, ABUSE, OR MISUSE. AllPontiac.com/Indian Adventures LLC., MAKES NO WARRANTY WHATSOEVER IN RESPECT TO ACCESSORIES OR PARTS NOT SUPPLIED BY AllPontiac.com/ Indian Adventures LLC., THIS WARRANTY SHALL APPLY ONLY WITHIN THE BOUNDARIES OF THE CONTINENTAL UNITED STATES. Any affirmation of fact or promise made by AllPontiac.com/ Indian Adventures LLC., shall not be deemed to create an express warranty that the product shall conform to the affirmation or promise; any description of the product is for the sole purpose of identifying it and shall not be deemed to create an express warranty that the product shall conform to such description; any sample or model is for illustrative purposes only and shall not be deemed to create an express warranty that the product shall conform to the sample or model; and no affirmation or promise, or description, or sample or model shall be deemed part of the basis of the bargain.

Limitation of Liability: The sole liability of AllPontiac.com/ Indian Adventures LLC. under the warranties contained herein shall be the repair or replacement of parts or products sold. AllPontiac.com/ Indian Adventures LLC shall not be held liable for any delays caused by circumstances beyond its control including, without limitation, fire, labor problems, shortage of supplies or materials, and any other conditions which are beyond AllPontiac.com/ Indian Adventures LLC., control. AllPontiac.com/ Indian Adventures LLC., products may not be considered "street legal," may adversely affect the original manufacturer's warranty and may violate State and Federal laws for vehicles equipped with pollution-control devices. Purchasers bear full risk of any such violation. IF THE PURCHASER BRINGS ANY ACTION AT LAW OR EQUITY AGAINST AllPontiac.com/ Indian Adventures LLC., NO CAUSE OF ACTION BY PURCHASER SHALL INCLUDE A CLAIM, NOR MAY RECOVERY BE HAD AGAINST AllPontiac.com/ Indian Adventures LLC., FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES TO PERSONS, PROPERTY, FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME. UNDER NO CIRCUMSTANCES SHALL THE LIABILITY AllPontiac.com/ Indian Adventures LLC TO PURCHASER EXCEED TWICE THE COST OF THE PRODUCT PURCHASED, AND, IN THAT EVENT, ONLY WHEN THE REMEDY OF REPAIR OR REPLACEMENT IS INADEQUATE.

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