

June 25, 2013

## RAM AUTOMOTIVE COMPANY

### TERMS AND POLICIES

It is the intent of RAM Automotive to supply our distributors with the highest quality replacement clutches, performance clutches, and racing clutches available. Our goal is complete customer satisfaction with our products and service. In order to accomplish these goals, we have established the following terms and policies of doing business with RAM Automotive.

#### WARRANTY

##### REPLACEMENT CLUTCH SETS:

12 months or 12,000 miles, whichever comes first, from the date of purchase. Limited to normal wear in passenger vehicles that are not altered from stock in any way. Commercial vehicles are excluded. Any unit not returned with sales receipt and flywheel resurfacing receipt will not be considered for warranty. **Release bearing must be returned with the set for warranty consideration. THE DISTRIBUTOR MAY WARRANTY/REPLACE THESE UNITS.**

##### PERFORMANCE CLUTCH SETS, SYSTEMS, AND COMPONENTS

Due to the intended use of RAM performance products, warranty is limited to defects in workmanship or materials found prior to installation for a period of 30 days from the date of purchase. The installer/user of these products is responsible for selection, installation, and operation of the product using their expertise and skills. Any product recommendation by a RAM dealer or factory agent is made using information supplied by the user/installer and is not subject to any warranty. This product is intended for hobbyist/enthusiast use and no warranty is provided for labor charges of any kind. Product deemed unsuitable for use by the user/installer may be returned to the distributor under the terms of the RAM instant return policy.

##### STREET DUAL DISC, HYDRAULICS, FLYWHEELS, MULTI-DISC CIRCLE TRACK

The above referenced units are *strictly* factory warranty only. No units may be returned for credit from a distributor. **EACH OF THESE UNITS IS TAGGED WITH A FACTORY WARRANTY TAG OR LABEL INFORMING THE CONSUMER TO CONTACT US DIRECTLY.**

##### CALL TAGS

Under NO circumstance will RAM Clutches issue call tags for product return.

#### NEW OR WARRANTY PRODUCT RETURN POLICY

##### INSTANT RETURN – ALL RAM DISTRIBUTORS/DEALERS

Any new RAM product may be returned for credit within 30 days of the purchase date provided:

- Product is not a special order item and is in the original packaging
- Product is not installed or damaged in any way
- The product is returned prepaid
- The account is currently paid in full

Returns made within the 30 day period will NOT apply to the yearly return allowance. Returns made after 30 days will be applied to the annual return allowance based on the previous year's purchases, as outlined below.

Returned product may be subject to a reboxing fee.

**Maintenance of inventory is the sole responsibility of the distributor.**

## ANNUAL STOCK ADJUSTMENT – ALL RAM STOCKING DISTRIBUTORS

- **Maintenance of inventory is the sole responsibility of the distributor.**
- Requests for stock adjustment must be mailed, faxed, or emailed to info@ramclutches.com.
- Stock Adjustment privilege is 2% of the NET ANNUAL PURCHASES.
- Stock adjustment amount is based on the previous calendar year and no allowance from any other years may be carried forward.
- A minimum 1-1 offsetting order is required prior to issue of the RGA.
- Returns requests above and beyond the 2% will be reviewed on a case-by-case basis and are not guaranteed.
- Above and beyond returns may be subject to a 2-1 or 3-1 offsetting order after review
- The account must be paid up to date.
- No obsolete or special order items will be accepted for return.
- Credit will be issued at the original purchase price of the product, **net of any cash or special discounts that may have applied to the order.**
- Product must be in saleable condition in the original packaging.
- Product must be returned prepaid.
- Product must be packaged and skidded to arrive without damage to the product or packaging.
- *A 10% handling charge may apply to the return.*
- **Returns are processed during the months of March through September ONLY.**

ALL RETURNED PRODUCT IS SUBJECT TO INSPECTION AT THE FACTORY PRIOR TO ISSUE OF CREDIT.

## GUARANTEED SALE

In the rare instance where a guaranteed sale is offered:

- Products designated as guaranteed must be specified as such on the original invoice and preset for a specific time period.
- Return will be allowed only on part numbers that have **not** been reordered during the guarantee period. Otherwise these products are subject to standard stock return policies.
- A 1-1 offsetting order will be required.
- Use care in packaging your return to avoid damage to packaging. A reboxing fee may apply for product returned under the guaranteed sale program.

## SHIPMENTS

RAM shipping times for freight orders of \$1000 to \$5000 are 1-3 days. Orders over \$5000 are usually shipped in 5 working days. Special orders and UPS orders are shipped same/next day if in stock, within 3 days if out of stock. Opening orders are usually shipped in 7-10 days, assuming there is no delay in credit processing.

## PUCHASE ORDERS

Purchase orders should be submitted to RAM priced and totaled with the distributor's cost.

## SPECIAL ORDERS

Special orders for custom clutch assemblies are not returnable. **This includes any RAM professional clutch system.** Orders for these items MUST have a written PO and either be faxed or mailed to RAM before processing will begin. A 50% deposit is required with the order prior to processing.

## FREIGHT POLICY

All truck freight shipments will be shipped prepaid if a minimum of \$2000 is ordered at net cost.

## DROP SHIPMENTS

RAM will drop ship special orders directly to your customer provided you are on open account status and current with our accounts receivable department. A drop ship fee of \$10 plus the freight charges incurred by the shipment will be applied to the order. We ship daily via UPS RED, BLUE, ORANGE, or ground service.

For COD customers, drop shipments will be made provided we have a current credit card (Visa or MC) on file and the charges for the item are applied to that credit card.

### **MINIMUM ORDER**

The minimum order is \$50. Orders under \$50 will be billed at the full \$50 amount.

### **SHORTAGES/OVERAGES**

Any shortage or overage must be reported to RAM within **5 days** of receipt. **No deductions from statement or invoice may be made until RAM issues credit. Contact the RAM Accounts Receivable department immediately with any questions.** We cannot be responsible for shortages claimed after the 5-day limit.

### **CATALOG ERRORS**

We make every effort to insure complete accuracy in our cataloging. From time to time, errors occur as application information changes and more accurate listings become available. For this reason, RAM assumes no liability for errors in cataloging.

### **PAYMENT TERMS**

For regular open account status, our payment terms are 2%10<sup>th</sup> net 30 days DOI. TERMS ARE STRICT. Any account beyond 30 days is subject to credit hold at the discretion of the credit manager.

### **RETURNED CHECKS**

Returned checks are subject to a \$50 processing fee. NO EXCEPTIONS.

**RAM offers its replacement and performance products under the foregoing paragraphs exclusively. It is understood that by purchasing RAM products, the distributor has reviewed these terms and policies and agrees to adhere to them as outlined in the preceding pages. RAM reserves the right to revise this policy statement.**

RAM AUTOMOTIVE COMPANY, 201 Business Park Blvd., Columbia, SC 29203 803.788.6034 email [info@ramclutches.com](mailto:info@ramclutches.com).