



## GIFOR USA, LLC - TERMS AND CONDITIONS

### PAYMENT

**Methods of Payment.** GiFOR USA, LLC ("GiFOR USA") accepts the following forms of payment: ACH payments, business check, wire transfer, and the following credit cards: MasterCard and Visa.

**Supply All Pertinent Information.** When paying with credit card, to avoid delays in processing your order, please make sure ALL of the information you provide to GiFOR USA at the time your order is placed is up to date with your credit card company. Your name, address, city, state, zip and phone number must match with your credit card company. Also, when possible, it is helpful to have your order shipped directly to your credit card billing address.

**Payment Terms.** All first-time orders require a prepayment in full. Once we receive and approve the dealer's credit application, a Net 30 payment term will become available. (see credit application for details).

### SHIPPING

**Estimated Shipping Time.** Orders usually ship the same day if received before 3:30p EST Mon-Thu or 3:00p on Friday. Average delivery time is typically 2-7 business days for delivery of non-backordered items in the continental United States. This is an estimate of time for delivery and not a guarantee. If you need the order sooner, please contact GiFOR USA for additional shipping options. Allow additional time for shipments to all international locations.

**Force Majeure.** GiFOR USA may delay delivery and/or acceptance occasioned by causes beyond its control.

**Risk of Loss.** This is a shipment contract, FOB (Seller's city). Meaning that the buyer takes responsibility when the goods leave the seller's premises. We are not liable for loss, damage or delay after this point.

**Shipping Allowance.** Free shipping will be allowed only for orders over \$100 within the continental United States (back-order items may not be eligible). Orders shipped outside the continental U.S are subject to actual freight costs and are not eligible for free freight. No free freight is allowed for accounts with a past due balance.

**Verified Address.** If your order requires shipping to an address other than the billing address, it will require additional verification which may cause a delay in processing. In any case, GiFOR USA can only ship to a verified address.

**Drop-ship.** GiFOR USA can ship a product directly to your client for a nominal fee of 5% of the MSRP value plus shipping cost.

**Back Orders.** If an item is backordered (not immediately available), it will require GiFOR USA to place the order with its vendor at which point GiFOR USA will notify you via email and let you know how long it will be before GiFOR USA can ship your item.

### RETURN POLICY

**Return Authorization Number.** If you are not completely satisfied with your order when it arrives, contact GiFOR USA within 14 days from receipt of your order to obtain your Return Authorization Number ("RAN") which is valid for 15 days from the date of receipt. The issuance of an RAN does not automatically assure that an exchange will be made or that a credit will be issued. When you return your item, include a paper with the RAN number, order #, your name, organization, address and telephone number. Write your RAN number on the outside of the box in a clear, legible, and conspicuous manner and return it to: GiFOR USA, 1641 Rhoda Ave., Columbus, OH 43212, or any other address as instructed by GiFOR USA when you receive your RAN.

**Return Shipping Costs.** You are responsible for the return of the item(s) at your cost. As such, all items must be returned with pre-paid shipping. Call Tag Returns will only be issued on defective goods or shipping errors.

**Return Items in Same Condition.** All items returned for exchange or refund must be in the same condition as they were received (new) in the original undamaged packaging. No exceptions allowed. It is recommended that you fully insure the items. Any items returned to GiFOR USA that are damaged by the customer or in route back to GiFOR USA will be returned to the customer and no exchange or refund will be issued.

**Restocking Fee.** If you just want to return an item without reordering, there will be a 10% restocking fee. Freight and handling will not be refunded. The restocking fee could be changed to \$10 if at least half the value of the returned items is ordered. Returned items that do not comply with the specifications set forth herein will be, at the discretion of GiFOR USA, either refused or subject to a 20% restocking fee.

**Damaged Packages.** If your order is received damaged, please call UPS and tell them you received a damaged shipment. They will arrange to pick up the package from you and start the claim process/paperwork. GiFOR USA can assist you in this process, however, for the fastest possible resolutions please deal directly with UPS. GiFOR USA will not be able to replace or refund the item if you choose to deal directly with GiFOR USA until UPS has settled the claim. This process may take as little as 10 working days and as long as 8 weeks. If you received your order via the U.S. Mail please file your claim directly with the Post Office.

**Sales Final on Closeout, Discontinued, Sale, and Special Order Items.** No returns, refunds, or exchanges will be accepted and all sales are final on all closeout items, discontinued items, special order items, and/or sale items.

## MAP

Minimum Advertised Pricing Policy is up to 15% below suggested retail price. Unless discussed and approved directly by GiFOR USA or Spacek Product. It's the dealer responsibility to maintain current pricing.

As reference, the current lowest retail price for Brake Pads is \$24.99

## SERVICE AND SUPPORT

All requests for support in regards to GiFOR USA's products should be sent to [support@giforusa.com](mailto:support@giforusa.com). GiFOR USA will do its best to help you; however, GiFOR USA cannot guarantee that every problem will be resolved to your satisfaction. Further assistance maybe provided directly by the manufacturer in accordance with their terms and conditions as set forth in the manual and relating information accompanying their products.

## LEGAL DISCLAIMER

Some orders may need verified when you place them including, but not limited to, mail, phone and internet orders. Please be advised that GiFOR USA may monitor and record customer calls to ensure quality service and for order verification. GiFOR USA respects the privacy of its customers and does not share any of its clients' information. Acceptance of any order by the customer will be deemed as acknowledgement by the customer that they have read, understand, and agree to GiFOR USA's terms and conditions, as well as policies, as stated on any invoice, catalogs, website, and marketing ads. All prices, terms and conditions, and policies are subject to change and daily updates without prior notice. GiFOR USA reserves the right to decline the acceptance of any order. All pricing is subject to change without notice. WITH THE EXCEPTION OF THE LIMITED RETURN POLICY STATED HEREIN, GiFOR USA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, DISCLAIMING WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Please contact GiFOR USA with any questions.

GiFOR USA, LLC  
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