

## **POLICIES AND BUSINESS PRACTICES**

**PHONE ORDERS.** You may order by phone Monday-Friday 7 a.m. to 5:30 p.m. and Saturday from 9 a.m. to 1 p.m., Pacific Time. We are closed the Saturday of holiday weekends. No collect calls, please. Minimum order is \$25.00

**WALK-IN ORDERS.** It's a good idea to place your order in advance so we can have it ready when you arrive. This is especially true on Saturdays as we run a skeleton crew. Walk-in hours are M-F 8:00-5:00 and Saturday 9:00-12:00

**PAYMENT.** All payments must be made in U.S. funds. The best method of payment is VISA, MasterCard, American Express or Discover. We also accept U.S. cashier's checks or money orders. We can ship UPS C.O.D. to the Continental U.S. only. Common carrier truck shipments cannot be C.O.D. With prior approval, you may write a personal check for a C.O.D. order, otherwise we will require cash, cashier's check or money order. Other conditions may apply to C.O.D.s. All checks are held for check clearance.

For international orders, payment is best made by credit card or a cashier's check from a U.S. bank. Or, you can wire us funds; we will be glad to fax instructions. A processing fee will be added to cover fees imposed on us. We cannot accept Canadian postal money orders.

**RETURNED CHECKS.** All returned checks will be subject to a \$20 charge, plus interest at the prevailing legal rate. The charge may be assessed each time the check is returned plus any and all collection charges, expenses or legal fees. The account will then be on a "Cash Only" basis and credit information may be reported.

**SHIPPING.** Orders are usually shipped within 24 hours via UPS, DHL, or Parcel Post. Parts too large or heavy for UPS will be shipped by common carrier truck, freight prepaid. Shipments outside the Continental U.S. will be shipped via an agreed-upon carrier. Customer pays all shipping, insurance and customs fees. Check regulations governing import duties and restrictions on weight, size and/or merchandise ordered on international shipments.

**CLAIMS.** Check all shipments before you sign for them. All products are shipped in good condition. If your shipment arrives damaged, you must note that fact on your receipt/bill of lading and have the driver acknowledge with their signature. According to I.C.C. regulations you, the consignee, must notify the carrier immediately upon receipt. Then call us so we can initiate a claim. Claims for shortage or error in shipment must be made within 10 days after receipt of merchandise.

**RETURNS.** We consider all sales final unless a part is defective or we made an error. All other returns are subject to a 20 percent restocking charge. If you do receive an item that is defective, not as ordered, etc., we will make every effort to make a prompt adjustment. Just return the item using the form enclosed with your order. (For returns over \$500, please call Customer Service first.) The part must be in saleable condition, in the original packaging,

and not used, damaged or modified in any way. You will receive a refund/exchange as requested. Please insure the package and include a copy of your invoice. All returns must be prepaid. We will not accept C.O.D.s. Freight costs are not refunded unless we made the error. No returns on electrical parts or bearings. No credit will be given if the return is damaged due to poor packaging for its return trip. We reserve the right to verify that a part is truly defective before making a refund. No returns after 45 days, cores excepted. Minimum return amount is \$5.00

**CORES.** Rebuilt items carry a "core charge," a deposit that is refunded once we receive your rebuildable core. We will ensure your core is indeed rebuildable before issuing a credit. Cores must be assembled and match the rebuilt item purchased. Pack cores well; we cannot issue a refund for items damaged in transit.

**SPECIAL ORDERS.** Some items are special order only. They require a 50 percent deposit. No returns on special order items unless defective or incorrect merchandise was sent.

**BACK ORDERS.** Back ordered items will be indicated on your invoice in the "B/O" column. You will not be charged for those items until they are shipped to you. While we make every effort to keep all parts in stock, we will, from time to time, be out of some items. When a back-ordered item comes in, we will call to confirm you still want it. These items are subject to price increases (and decreases!).

**WARRANTY.** All parts are subject to the manufacturer's warranty which may cover workmanship and materials, but does not, under any circumstances, cover labor costs. Warranty does not cover failure of a product due to misuse, improper installation or failure of related parts, and is not the liability of XKs Unlimited. Warranty will not exceed the original purchase price of the part. The warranty period becomes effective from the date of shipment from XKs Unlimited, regardless of date of installation. Using a part in a racing application will void any warranty.

**PRICING.** Due to fluctuation of the Dollar vs. British Pound, prices are subject to change without notice. When the dollar drops we must raise prices, but when the dollar gains or we find a good buy, we pass the savings on to you.

**PARTS AVAILABILITY.** We've endeavored to ensure that items listed are available. Some are listed for reference only. In some cases, we've listed parts we believe will become available soon. Suppliers do stop production and/or go out of business, which can lead to shortages while we find a new source, which usually doesn't happen overnight. Finally, new items become available constantly—if you do not see what you need, please call.

**CATALOG ERRORS.** We make every effort to ensure that information in our publications is correct. We will not be held responsible or liable for any inaccuracy or error that exists in specifications or pricing. We reserve the right to correct any errors or make necessary adjustments at any time.

**WWW.XKS.COM**

© 2009 – 2010

