

**Terms & Conditions:**

All orders placed with AWDTuning (Phone, fax, mail and e-mail) constitutes the acknowledgment and acceptance of all conditions and terms listed under AWDTuning Terms and Conditions, and all conditions listed below. All parts shall remain the property of AWDTuning until paid for in full. All prices, materials, design, and specifications are subject to change without notice. It is the customer's responsibility to retain any and all invoices for their record. All sales are final by AWDTuning (seller) to said account (Buyer). Buyer understands that all goods sold by Seller are in "as-is" condition. Seller does not have any control of what consistency said manufacturers have in production of said good. If we encounter difficulties locating the buyer via phone, fax, mail, and e-mail), we will backorder the item until it arrives or cancel the order of that item if it is no longer available. Only individuals over 18 years of age may order from AWDTuning.

**Shipping:**

Shipping charges for aftermarket racing products are determined by the individual weight of the product, and the preferable shipping method is via USPS, or FED-EX ground. Faster service is available upon request. Please contact AWDTuning and request your preferred method. Shipping methods for high performance engines are via truck-freight anywhere within the contiguous 48 U.S. States, which will take approximately 7~10 days for delivery. Damage resulting from shipping will be remedied only if it is reported to the truck driver immediately. AWDTuning will not be responsible for any extra shipping charges that may arise from re-shipping where the recipient (Buyer) was not present to accept the goods, or lift-gate charges on undeliverable addresses.

**Tax:**

An 8.25% Tax will be applied to all Texas residents. All other states are Non-Taxable.

**Payment:**

Money Order, Cashiers Check, or any of the Credit cards accepted by AWDTuning.

**Returns:**

Seller does not accept any returns. Once order has been placed, it is considered a FINAL SALE. What this entails is that Buyer now accepts these goods in fair condition and is now in the Buyer's possession of merchandise. Should a motor become damaged during use, we shall inspect it, and determine if the cause of said damage is due to an improperly working component, or due to the misuse of said motor. If it is determined to be a faulty component, we will repair or replace the motor solely at our discretion. If it is determined that misuse damaged the motor,

the buyer will be responsible for expenses for inspections for an undetermined amount of money, up to, but not exceeding One Thousand Dollars (USD\$1,000) PLUS the cost of replacement components. Nitrous Oxide use, high boost, Modified components, and Improperly configured tuning systems, are a few examples of what is considered misuse.

**Aftermarket Product Warranties:**

All warranties express or implied are done by the manufacturer of the product and not by the seller. Seller's sole warranty for each product is set forth in the warranty documentation associated with the product from the manufacturer. Seller will process all warranties in a timely manner on the Buyer's behalf but Seller is at the sole discretion of the said manufacturer in terms of merchandise being returned to Buyer in a timely fashion. Seller gives no warranties express or implied, including, but not limited to, the implied warranties of merchantability and fitness or performance of a particular part for a particular purpose.

**High Performance Engine Warranties:** (JDM used Engines ) None is given and none is implied. Unit when installed properly, will startup and run without problems. If mechanical problems are found the below action will be taken. All Engine Packages will be supplied with compression-tested numbers. 1. Sold engines, in running condition, upon delivery. 2. With NO warranty expressed or implied. 3. AWDTuning is not responsible for any mechanical issues that may arise during use of the driveline components. 4. AWDTuning is not responsible for any electrical issues that may arise due to improper installation. 5. NO RETURNS OR EXCHANGE 6. ALL SALES ARE FINAL (unless you can show extenuating circumstances as to why you need a refund you are entering into a binding legal contract with us, as such we hold this right. Any refunds we issue will be accompanied with a 15% restocking fee at your cost. Purchases over 45 days old "WILL NOT" be refunded you MUST accept the product ordered or Forfeit your right to it!

**Engine Purchase Liabilities:**

AWDTuning is the seller of used, and new, high-performance, non-conforming (EPA standards) motors that are intended for the sole purpose of racing only, \* not for street use. \* AWDTuning has made it known that any motor sold is never to replace any emissions legal motors and is for RACING USE ONLY and can never be used on any public road in the United State of America. High Performance motors are not an EPA/CARB/ SMOG legal motor for street use and can't be legally installed in a car unless permission has been granted by the local state agency governing these laws. AWDTuning bears no liability in, and does not condone any form of illegal racing. Participating in such activities may result in fines, vehicle loss personal injury or injury to others, and possibly death.

#### Breach of Contract:

If for some reason during the course of the purchase process the buyer is forced to pull out of the transaction, there will be a 25% restocking fee processed on their order and their refund will reflect this charge. Likewise the refund will be held until another buyer is found or until other arrangements can be made. Deposit placed to hold goods is good for 45 days, if the balance has not been paid for upon the 45th day, the deposit becomes non-refundable.

### **Privacy Statement**

#### **1. ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS**

AWDTuning is committed to protecting your privacy. This Privacy Statement sets forth our current privacy practices with regard to the information we collect when you or your computer interact with our website or staff. By accessing [www.awdtuning.com](http://www.awdtuning.com) or contacting AWDTuning you acknowledge and fully understand AWDTuning's Privacy Statement and freely consent to the information collection and use practices described in this Privacy Statement.

#### **2. PARTICIPATING MERCHANT POLICIES**

Related services and offerings with links from this website, including vendor sites, have their own privacy statements that can be viewed by clicking on the corresponding links within each respective website. Online merchants and others who participate in AWDTuning services are encouraged to participate in industry privacy initiatives and to take a responsible attitude towards consumer privacy. However, since we do not have direct control over the policies or practices of participating merchants and other third parties, we are not responsible for the privacy practices or contents of those sites. We recommend and encourage that you always review the privacy policies of merchants and other third parties before you provide any personal information or complete any transaction with such parties.

#### **3. INFORMATION WE COLLECT AND HOW WE USE IT**

AWDTuning collects certain information from and about its users three ways: directly, from Web Server logs, and with Cookies.

##### **A: Personal Information Users**

When you purchase services, we will request some personal information such as name, address, email, telephone number or facsimile number, account number and other relevant information. If you are purchasing a service, we will request financial information. Any financial information we collect is used only to bill you for the services you purchased. If you purchase by credit card, this information may be forwarded to your credit

card provider. For other types of registrations, we will ask for the relevant information. You may also be asked to disclose personal information to us so that we can provide assistance and information to you. For example, such data may be warranted in order to provide online technical support and troubleshooting.

We will not disclose personally identifiable information we collect from you to third parties without your permission except to the extent necessary including:

To fulfill your service requests for services.

To protect ourselves from liability,

To respond to legal process or comply with law, or

In connection with a merger, acquisition, or liquidation of the company.

### **B: Web Server Logs.**

When you visit our Website, we may track information to administer the site and analyze its usage. Examples of information we may track include:

- Your Internet protocol address.
- The kind of browser or computer you use.
- Number of links you click within the site.
- State or country from which you accessed the site.
- Date and time of your visit.
- Name of your Internet service provider.
- Web page you linked to our site from.
- Pages you viewed on the site.

### **C: Use of Cookies**

AWDTuning may use cookies to personalize or enhance your user experience. A cookie is a small text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a Web Server in the domain that issued the cookie to you. One of the primary purposes of cookies is to provide a convenience feature to save you time. For example, if you personalize a web page, or navigate within a site, a cookie helps the site to recall your specific information on subsequent visits. Hence, this simplifies the process of delivering relevant content and eases site navigation by providing and saving your preferences and login information as well as providing personalized functionality.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you reject cookies by changing your browser settings then be aware that this may disable some of the functionality on our Website.

#### **4. USE OF WEB BEACONS OR GIF FILES**

AWDTuning, [www.awdtuning.com](http://www.awdtuning.com) Web pages may contain electronic images known as Web beacons – sometimes also called single-pixel gifs – that allow AWDTuning to count users who have visited those pages and to deliver co-branded services. AWDTuning may include Web beacons in promotional e-mail messages or newsletters in order to determine whether messages have been opened and acted upon.

Some of these Web beacons may be placed by third party service providers to help determine the effectiveness of our advertising campaigns or email communications. These Web beacons may be used by these service providers to place a persistent cookie on your computer. This allows the service provider to recognize your computer each time you visit certain pages or emails and compile anonymous information in relation to those page views, which in turn enables us and our service providers to learn which advertisements and emails bring you to our website and how you use the site. AWDTuning prohibits Web beacons from being used to collect or access your personal information.

#### **5. ACCESSING ACCOUNT INFORMATION**

We will provide you with the means to ensure that personally identifiable information in your web account file is correct and current. You may review this information by contacting us by sending an email to our support attendant – [admin@awdtuning.com](mailto:admin@awdtuning.com)

#### **6. CHANGES TO THIS STATEMENT**

AWDTuning has the discretion to occasionally update this privacy statement. When we do, we will also revise the “updated” date at the top of this Privacy page. We encourage you to periodically review this privacy statement to stay informed about how we are helping to protect the personal information we collect. Your continued use of the service constitutes your agreement to this privacy statement and any updates.

#### **7. CONTACTING US**

If you have questions regarding our Privacy Statement, its implementation, failure to adhere to this Privacy Statement and/or our general practices, please contact us. [admin@awdtuning.com](mailto:admin@awdtuning.com) or send your comments to :

AWDTuning

5901 Edgewood Place, Suite B, Little Elm, TX 75068

AWDTuning will use commercially reasonable efforts to promptly respond and resolve any problem or question.