



## TERMS AND CONDITIONS

### Business Hours

MAGnet Force operating hours are M-F, 8:00 a.m. to 5:00 p.m., Pacific Time. Closed weekends and major holidays

Magnet Force, LLC  
17771 Mitchell North  
Irvine, CA 92614  
[www.magnetforcedirect.com](http://www.magnetforcedirect.com)

### Orders

MAGnet Force orders may be placed by phone/fax/email:

Call toll free: 855.563.7943

Email: [sales@magnetforcedirect.com](mailto:sales@magnetforcedirect.com)

Fax: 949.325.0944

Please include part numbers, descriptions, sizes, colors and your dealer name on all written orders.

### Prices/Payment.

Prices are subject to change without notice. List prices are in U.S. Dollars and do not include freight charges. Credit qualified dealers will receive net 30-day terms. All other orders are COD, unless prior payment arrangements have been made to pay by either MasterCard, Visa, cash, check, money order or wire transfer. All international orders require prepayment via wire transfer prior to product shipment. A \$25.00 fee will be charged for any returned check. If legal action is required, to collect an overdue account, retailer will be responsible for all reasonable collection fees and costs. A **non-refundable** 50% deposit is required on all special or custom orders.

### Shipping/Minimum Order

Orders need to be a minimum of \$150. All orders are shipped FOB MAGnet Force's warehouse. Freight is prepaid on orders totaling \$500 if shipped UPS ground within the Continental United States. Freight is 50% pre-paid on orders of \$1,000 or more on 2 day air shipments to Hawaii or Alaska. Prepaid freight is not available on International orders. All shipments will be made via UPS, unless otherwise requested and confirmed. Shipping charges are added to invoice totals.

### Returns

All sales final except for defects in materials and workmanship. MAGnet Force does not accept returned goods without prior approval and a valid Return Authorization Number (RA). Returns must be shipped prepaid freight. All returns that are non-warranty and that were not shipped in error will be subject to a 20% restocking fee. Shortages and discrepancies must be reported within 15 days of invoice date. Returned products must include all the original packaging and materials. Special order, custom or clearance items cannot be returned.

### Refused Orders

If an authorized shipment is refused or returned to MAGnet force without prior authorization or RA, a 25% restocking fee will be charged, in addition to freight charges.

### Claims

All merchandise will be inspected and in good condition before it is carefully packed to leave our warehouse. Any lost or damaged goods are the sole responsibility of the carrier and all claims should be filed with carrier accordingly.

### Backorders

All back-orders will be released without notice upon product availability, unless otherwise indicated by retailer in advance.

### Copyrights

The entire contents of the MAGnet Force catalog, website and other printed matter are copyrighted. All rights are reserved. Trademarks and logos represented are the sole property of their owners and shall not be reproduced in any way without prior written authorization and approval. MAGnet Force will reserve the right to terminate any accounts that advertises its distributed brands without our expressed written consent and approval.

**Internet Usage**

Any retailer interested in selling or posting MAGnet Force distributed products or logos on their website must complete and Internet and Advertising Sales Agreement. Accounts may not offer or sell MAGnet force distributed products on any website without the written consent of MAGnet Force.

**Warranty**

MAGnet Force distributed products are warranted against defects in material and workmanship in accordance with the manufacturer’s stated warranty period. The warranty is limited to the repair or replacement of parts and the necessary labor and services required to repair the product. Normal wear and tear is not covered by this warranty. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MAGNET FORCE, LLC SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. Please obtain a Return Authorization number from MAGet Force before shipping product directly to MAGnet Force for inspection. ALL WARRANTIES ARE VOID IF PRODUCT IS ABUSED, CRASH DAMAGED MODIFIED OR IMPROPERLY USED.

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MAGnet Force reserves the right to refuse doing business with any retailer and MAGnet Force can cease to sell product to any retailer for any reason. We reserve the right to modify this agreement at any time.

Legal Officer or Authorized Agent:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Re-sale Certificate\*

I HEREBY CERTIFY:

- 1. I hold a valid seller’s permit number: \_\_\_\_\_
- 2. I am engaged in the business of selling the following type of tangible property:

\_\_\_\_\_

- 3. This certificate is for the purchase from MAGnet Force item (s) I have listed in paragraph 5 below.
- 4. I will resell the item (s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item (s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item (s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item’s purchase price or as otherwise provided by law.

5. Description of property: Motorcycle clothing and accessories

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more:

Retailer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**\*Please fax a copy of your actual seller’s permit with this form**