## BMR Suspension Terms & Conditions – Retail Customers

**Business Hours:** 

Office hours are 8:30am to 6:00pm Eastern Time, Monday through Friday. You can order product directly from BMR Suspension, by calling (813) 986-9302 during office hours. You can also order product online via our secure online shopping cart at www.bmrsuspension.com, via e-mail at sales@bmrsuspension.com, or via fax at (813) 986-8055.

Tech Support:

Our technical staff is available from 8:30am to 6:00pm Eastern Time, Monday through Friday by calling us at **(813) 986-9302** or e-mailing us at **tech-help@bmrfabrication.com**. Installation instructions for most part numbers can be downloaded at **www.bmrfabrication.com/instructions**.

## Terms:

We accept Visa, Mastercard, Discover, US Postal Service money orders, and wire transfers.

Returns - Non-Warranty Items:

All non-warranty returns must be made within 90 days from the date of shipment and are subject to a 15% restocking fee, excluding all shipping cost. BMR Suspension will not accept returns on items that have been installed, used, modified or damaged. All items must be received in the original packing material and in the original condition as it was shipped. All items damaged from shipping will be refused. BMR will issue a Returned Material Authorization number for every return. Returned goods will not be accepted without an RMA Number. There are no refunds on shipping and handling charges and all items must be sent prepaid. All returned goods sent freight collect will be refused. If item is returned scratched, nicked or damaged in any way, the cost to repair or re-powder coat the item will be deducted from the amount of the refund. If item is missing any components, the cost to replace these components will be deducted from the amount of the refund. Special order items cannot be returned.

**Shipping:** 

In-stock parts ordered by 3pm Eastern time will ship the same day. BMR Suspension ships all orders UPS Ground unless otherwise specified. UPS next day air, 2nd day air and 3-day select are only available on items that are in stock at the time of order. Canada, Hawaii and Alaska shipments may ship US Postal Service if requested in advance. BMR Suspension does not ship product using other small-package carriers. Any shipment that is refused without authorization will be subject to original shipping charges, return shipping charges, and a restocking fee.

**Shortages and Incorrect Shipments:** 

If the incorrect product is shipped to the customer due to a BMR error (wrong color, wrong part, wrong size), the incorrect product will be replaced with the correct product at **no charge**. If a shortage is found within the shipment, the missing components will be replaced at **no charge**. Incorrect product and shortages must be reported to BMR Fabrication within fourteen (14) days of receipt of shipment. The customer may be responsible for a portion of the replacement cost if reported after fourteen (14) days.

BMR will ship the replacement product or missing components at **no charge** using the same shipping method as the original shipment. If the customer would like to upgrade the shipping method (for example, Next Day Air), the customer will be charged the difference in shipping cost. If the customer cancels the order, the order will be subject to a 15% restocking fee. Replacement product will not be shipped until the original product has been returned.

## **International Orders:**

All international orders must be fully prepaid in US funds. International orders that are more than \$1000 must be prepaid with a wire transfer. International orders that are less \$1000 may be paid with a credit card or wire transfer. International orders will be shipped UPS or truck freight. Canada orders may ship US Postal Service if requested in advance. The buyer is responsible for all shipping costs and must be prepaid. All international items will be fully insured and marked for the full value of the item. Required duties and taxes must be paid by the customer to the appropriate parties.

Warranty:

BMR product applications are warranted to be free from defects in material and workmanship under normal use and service for a period of (2) two years from the date of sale to the original purchaser. Obligation under this warranty is limited to product replacement but not the reinstallation of the replacement product or other incidental costs. This warranty does not cover any product that has been subject to misuse, neglect, alteration, accident, or improper installation. Normal wear shall not be considered a defect under this warranty. All warranty adjustments are limited to replacement or credit of returned merchandise. This warranty specifically excludes impact damage or damage to powdercoat. BMR will issue a Returned Material Authorization number for every return. Returned goods will not be accepted without an RMA Number. BMR will ship the replacement product at no charge using UPS Ground. If the customer would like to upgrade the shipping method (for example, Next Day Air), the customer will be charged the difference in shipping cost.

BMR product is designed to be used with OEM product and other BMR products. BMR does not warranty our product for fitment with aftermarket product from other manufacturers. This applies to suspension products from other manufacturers as well as aftermarket exhaust products, aftermarket drivetrain products, and other aftermarket products. BMR products that are returned due to fitment issues with OEM components or BMR product will receive a full refund. BMR products that are returned due to fitment issues with aftermarket product will be subject to a 15% restocking fee.

Purchaser understands and recognizes that racing parts, equipment and services by or manufactured and/or sold by BMR, are subject to varied conditions due to the manner in which they are to be installed and used. The acceptability and suitability of any part sold or manufactured by BMR for a particular application is solely the purchaser's decision. BMR makes no warranties whatsoever, expressed or implied, or written, THERE IS NO WARRANTY OF MERCHANTABILITY. The right to make changes in the design or add to or improve on their product without incurring any obligation to install the same on products previously manufactured is expressly reserved. Buyer agrees to indemnify and hold Seller harmless from any claim, action or demand arising out of or incident to Buyer's installation or use of products purchased from BMR.